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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/01/2016 03:50 PM Pg: 1 of 16

This Document Prepared By
and After Recording Return to:

Linda S. Schurman, Esq.
GoodSmith Gregg & Unruh LLP
150 S. Wacker Drive, Suite 3150
Chicago, Illinois 60606

SUBORDINATION, NONDISTURBANCE, AND ATTORNMEN AGREEMENT

This SUBORDINATION, NONDISTURBANCE, AND ATTORNMEN AGREEMENT (this "Agreement") is entered into as of July 27, 2016 (the "Effective Date"), between BANK OF AMERICA, N.A., a national banking association, as Administrative Agent for the benefit of Lenders under the Loan Documents described below (together with its successors and assigns, "Administrative Agent"), whose address is 135 South LaSalle Street, 12th Floor, Chicago, Illinois 60603, Attention: David P. Deeke, and STERLING BAY, LLC, a Delaware limited liability company, whose address is 1040 West Randolph Street, Chicago, Illinois 60607, Attention: Andrew Gloor ("Tenant"), with reference to the following facts:

A. 1330 W. Fulton, LLC, a Delaware limited liability company, whose address is c/o Sterling Bay, LLC, 1040 West Randolph Street, Chicago, Illinois, 60607, Attention: Andrew Gloor ("Landlord"), owns the real property located at 1330 W. Fulton Street, Chicago, Illinois. Such real property, including all buildings, improvements, structures and fixtures located or to be located thereon, is a portion of the "Landlord's Premises", which is more particularly described in Schedule A attached hereto.

B. Lenders have agreed to make a loan to Landlord, and certain other borrower parties, in the maximum principal amount of \$78,000,000 (the "Loan"), all as provided in and subject to the terms and conditions set forth in the Loan Documents (as hereinafter defined).

C. To secure the Loan, Landlord, and certain other borrower parties, have encumbered Landlord's Premises by entering into that certain Construction Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated July 27, 2016, for the benefit of Administrative Agent on behalf of Lenders (as amended, increased, renewed, extended, spread, consolidated, severed, restated, or otherwise changed from time to time, the "Mortgage"), to be recorded in the Official Records of Cook County, Illinois (the "Official Records").

D. Pursuant to an Office Lease, dated as of June 15, 2016 (the "Lease"); Landlord demised to Tenant a portion of Landlord's Premises ("Tenant's Premises"). Tenant's Premises will be located on the fifth floor of the building to be commonly known as 1330 West Fulton Street, Chicago, Illinois.

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E. Tenant and Administrative Agent desire to agree upon the relative priorities of their interests in Landlord's Premises and their rights and obligations if certain events occur.

NOW, THEREFORE, for good and sufficient consideration and intending to be legally bound hereby, Tenant and Administrative Agent agree:

1. **Definitions.** The following terms shall have the following meanings for purposes of this Agreement.

1.1 "**Civil Asset Forfeiture Reform Act**" means the Civil Asset Forfeiture Reform Act of 2000 (18 U.S.C. Sections 983 et seq.), as amended from time to time, and any successor statute.

1.2 "**Construction-Related Obligation(s)**" means any obligation of Landlord under the Lease to construct the building in which Tenant's Premises will be located or to make, pay for, or reimburse Tenant for any alterations, demolition, or other improvements or work at Landlord's Premises, including Tenant's Premises. Construction-Related Obligations shall not include: (a) reconstruction or repair following fire, casualty or condemnation; or (b) day-to-day maintenance and repairs.

1.3 "**Controlled Substances Act**" means the Controlled Substances Act (21 U.S.C. Sections 801 et seq.), as amended from time to time, and any successor statute.

1.4 "**Foreclosure Event**" means: (a) foreclosure under the Mortgage; (b) any other exercise by Administrative Agent, on behalf of Lenders, of rights and remedies (whether under the Mortgage or under applicable law, including bankruptcy law) as holder of the Loan and/or the Mortgage, as a result of which any Successor Landlord becomes owner of Landlord's Premises; or (c) delivery by Landlord to Administrative Agent, for the benefit of Lenders, (or its designee or nominee) of a deed or other conveyance of Landlord's interest in Landlord's Premises in lieu of any of the foregoing.

1.5 "**Former Landlord**" means Landlord and any other party that was landlord under the Lease at any time before the occurrence of any attornment under this Agreement.

1.6 "**Loan Documents**" mean the Mortgage and any other document now or hereafter evidencing, governing, securing or otherwise executed in connection with the Loan, including any promissory note and/or loan agreement, pertaining to the repayment or use of the Loan proceeds or to any of the real or personal property, or interests therein, securing the Loan, as such documents or any of them may have been or may be from time to time hereafter renewed, extended, supplemented, increased or modified.

1.7 "**Offset Right**" means any right or alleged right of Tenant to any offset, defense (other than one arising from actual payment and performance, which payment and performance would bind a Successor Landlord pursuant to this Agreement), claim, counterclaim, reduction, deduction, or abatement against Tenant's payment of Rent or performance of Tenant's other obligations under the Lease, arising (whether under the Lease or other applicable law) from Landlord's breach or default under the Lease.

1.8 "**Rent**" means any fixed rent, base rent or additional rent under the Lease.

1.9 "**Successor Landlord**" means any party that becomes owner of Landlord's Premises as the result of a Foreclosure Event.

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1.10 “Termination Right” means any right of Tenant to cancel or terminate the Lease or to claim a partial or total eviction arising (whether under the Lease or under applicable law) from Landlord’s breach or default under the Lease.

2. Subordination. Subject to the terms and conditions contained herein, the Lease, including all rights of first refusal, purchase options and other rights of purchase, shall be, and shall at all times remain, subject and subordinate to the Mortgage, the lien and security interest imposed by the Mortgage and the right to enforce such lien or security interest, and all advances made under or secured by the Loan Documents. Subject to the terms and conditions contained herein, Tenant hereby intentionally and unconditionally subordinates the Lease and all of Tenant’s right, title and interest thereunder and in and to Landlord’s Premises (including Tenant’s right, title and interest in connection with any insurance proceeds or eminent domain awards or compensation relating to Landlord’s Premises and Tenant’s right to receive and retain any rentals or payments made under any sublease or concession agreement of or relating to any portion of Tenant’s Premises), to the lien of the Mortgage and all of the rights and remedies of Administrative Agent and Lenders thereunder, and agrees that the Mortgage shall unconditionally be and shall at all times remain a lien on Landlord’s Premises prior and superior to the Lease.

3. Nondisturbance; Recognition; and Attornment.

3.1 No Exercise of Mortgage Remedies Against Tenant. So long as the Lease has not been terminated on account of Tenant’s default that has continued beyond applicable notice and cure periods (an “Event of Default”), Administrative Agent shall not name or join Tenant as a defendant in any judicial action or proceeding that is commenced pursuant to the exercise of Administrative Agent’s rights and remedies, on behalf of Lenders, arising upon a default by Landlord under the Mortgage unless (a) applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or in order to prosecute or otherwise fully enforce such rights and remedies; or (b) such joinder of Tenant is required for the recovery by Administrative Agent, on behalf of Lenders, of any Rent at any time owing by Tenant under the Lease, whether pursuant to the assignment of rents set forth in the Mortgage or otherwise; or (c) such joinder is required in order to enforce any right of Administrative Agent, for the benefit of Lenders, to enter Landlord’s Premises for the purpose of making any inspection or assessment, or in order to protect the value of Administrative Agent’s security provided by the Mortgage. In any instance in which Administrative Agent is permitted to join Tenant as a defendant as provided above, Administrative Agent agrees not to terminate the Lease or otherwise adversely affect Tenant’s rights under the Lease or this Agreement in or pursuant to such action or proceeding, unless an Event of Default by Tenant has occurred and is continuing. The foregoing provisions of this Section shall not be construed in any manner that would prevent Administrative Agent, on behalf of Lenders, from obtaining the appointment of a receiver for the Landlord’s Premises as and when permitted under applicable law.

3.2 Nondisturbance and Attornment. If the Lease has not been terminated on account of an Event of Default by Tenant, then, when Successor Landlord takes title to Landlord’s Premises: (a) Successor Landlord shall not terminate or disturb Tenant’s possession of Tenant’s Premises under the Lease, except in accordance with the terms of the Lease and this Agreement; (b) Successor Landlord shall be bound to Tenant under all the terms and conditions of the Lease (except as provided in this Agreement); (c) Tenant shall recognize and attorn to Successor Landlord as Tenant’s direct landlord under the Lease as affected by this Agreement; and (d) the Lease shall continue in full force and effect as a direct lease, in accordance with its terms (except as provided in this Agreement), between Successor Landlord and Tenant.

3.3 Use of Proceeds. Neither Lenders, nor Administrative Agent on behalf of Lenders, in making any advances of the Loan pursuant to any of the Loan Documents, shall be under any obligation or duty to, nor has Administrative Agent or any Lender represented to Tenant that they will, see to the application of such proceeds by the person or persons to whom Lenders or Administrative Agent disburse

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such advances, and any application or use of such proceeds for purposes other than those provided for in any Loan Document shall not defeat Tenant's agreement to subordinate the Lease in whole or in part as set forth in this Agreement.

3.4 Further Documentation. The provisions of this Article shall be effective and self-operative without any need for Successor Landlord or Tenant to execute any further documents. Tenant and Successor Landlord shall, however, confirm the provisions of this Article in writing upon request by either of them.

3.5 Default Under Mortgage. In the event that Administrative Agent, on behalf of Lenders, notifies Tenant of a default under the Mortgage and demands that Tenant pay its rent and all other sums due under the Lease directly to Administrative Agent, for the benefit of Lenders, Tenant shall honor such demand and pay the full amount of its rent and all other sums due under the Lease directly to Administrative Agent, for the benefit of Lenders, without offset, or as otherwise required pursuant to such notice beginning with the payment next due after such notice of default, without inquiry as to whether a default actually exists under the Mortgage and notwithstanding any contrary instructions of or demands from Landlord. The consent and approval of Landlord to this Agreement shall constitute an express authorization for Tenant to make such payments to Administrative Agent for the benefit of Lenders and a release and discharge of all liability of Tenant to Landlord for any such payments made to Administrative Agent for the benefit of Lenders in compliance with Administrative Agent's written demand.

4. Protection of Successor Landlord. Notwithstanding anything to the contrary in the Lease or the Mortgage, Successor Landlord shall not be liable for or bound by any of the following matters:

4.1 Claims Against Former Landlord. Any Offset Right that Tenant may have against any Former Landlord relating to any event or occurrence before the date of attornment, including any claim for damages of any kind whatsoever as the result of any breach by Former Landlord that occurred before the date of attornment. (The foregoing shall not limit either (a) Tenant's right to exercise against Successor Landlord any Offset Right otherwise available to Tenant because of events occurring after the date of attornment, or (b) Successor Landlord's obligation to correct any conditions that existed as of the date of attornment and violate Successor Landlord's obligations as landlord under the Lease.)

4.2 Acts or Omissions of Former Landlord. Any act, omission, default, misrepresentation, or breach of warranty, of any previous landlord (including Former Landlord) or obligations accruing prior to Successor Landlord's actual ownership of the Property.

4.3 Prepayments. Any payment of Rent that Tenant may have made to Former Landlord more than thirty (30) days before the date such Rent was first due and payable under the Lease with respect to any period after the date of attornment other than, and only to the extent that, the Lease expressly required such a prepayment.

4.4 Payment; Security Deposit. Any obligation (a) to pay Tenant any sum(s) that any Former Landlord owed to Tenant, or (b) with respect to any security deposited with Former Landlord, unless such security was actually delivered to Administrative Agent for the benefit of Lenders. This Section is not intended to apply to Landlord's obligation to make any payment that constitutes a Construction-Related Obligation.

4.5 Modification; Amendment; or Waiver. Any modification or amendment of the Lease, or any waiver of any terms of the Lease, made without Administrative Agent's written consent.

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4.6 Surrender, Etc. Any consensual or negotiated surrender, cancellation, or termination of the Lease, in whole or in part, agreed upon between Landlord and Tenant, unless effected unilaterally by Tenant pursuant to the express terms of the Lease.

4.7 Construction-Related Obligations. Any Construction-Related Obligation of Landlord under the Lease.

5. Exculpation of Successor Landlord. Notwithstanding anything to the contrary in this Agreement or the Lease, upon any attornment pursuant to this Agreement the Lease shall be deemed to have been automatically amended to provide that Successor Landlord's obligations and liability under the Lease shall never extend beyond Successor Landlord's (or its successors' or assigns') interest, if any, in Landlord's Premises from time to time, including insurance and condemnation proceeds, Successor Landlord's interest in the Lease, and the proceeds from any sale or other disposition of Landlord's Premises by Successor Landlord (collectively, "Successor Landlord's Interest"). Tenant shall look exclusively to Successor Landlord's Interest (or that of its successors and assigns) for payment or discharge of any obligations of Successor Landlord under the Lease as affected by this Agreement. If Tenant obtains any money judgment against Successor Landlord with respect to the Lease or the relationship between Successor Landlord and Tenant, then Tenant shall look solely to Successor Landlord's Interest (or that of its successors and assigns) to collect such judgment. Tenant shall not collect or attempt to collect any such judgment out of any other assets of Successor Landlord. In addition to any limitation of liability set forth in this Agreement, neither Administrative Agent, nor any Lender, nor their respective successors or assigns shall under any circumstances be liable for any incidental, consequential, punitive, or exemplary damages.

6. Administrative Agent's Right to Cure.

6.1 Notice to Administrative Agent. Notwithstanding anything to the contrary in the Lease or this Agreement, before exercising any Termination Right, Tenant shall provide Administrative Agent with notice of the breach or default by Landlord giving rise to same (the "Default Notice") and, thereafter, the opportunity to cure such breach or default as provided for below.

6.2 Administrative Agent's Cure Period. After Administrative Agent receives a Default Notice, Administrative Agent, on behalf of Lenders, shall have a period of thirty (30) days beyond the time available to Landlord under the Lease in which to cure the breach or default by Landlord. Administrative Agent shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Landlord, except to the extent that Administrative Agent, on behalf of Lenders, agrees or undertakes otherwise in writing.

6.3 Extended Cure Period. In addition, as to any breach or default by Landlord the cure of which requires possession and control of Landlord's Premises, provided only that Administrative Agent, on behalf of Lenders, undertakes to Tenant by written notice to Tenant within thirty (30) days after receipt of the Default Notice to exercise reasonable efforts to cure or cause to be cured by a receiver such breach or default within the period permitted by this Section, Administrative Agent's cure period shall continue for such additional time (the "Extended Cure Period") as Administrative Agent may reasonably require to either (a) obtain possession and control of Landlord's Premises and thereafter cure the breach or default with reasonable diligence and continuity, or (b) obtain the appointment of a receiver and give such receiver a reasonable period of time in which to cure the default.

7. Confirmation of Facts. Tenant represents to Administrative Agent, Lenders and to any Successor Landlord, in each case as of the Effective Date:

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7.1 Effectiveness of Lease. To Tenant's actual knowledge, the Lease is in full force and effect. The Lease has not been modified, and constitutes the entire agreement between Landlord and Tenant relating to Tenant's Premises. Tenant has no interest in Landlord's Premises except pursuant to the Lease.

7.2 No Landlord Default. To Tenant's actual knowledge, no breach or default by Landlord exists under the Lease and no event has occurred that, with the giving of notice, the passage of time or both, would constitute such a breach or default under the Lease.

7.3 No Tenant Default. To Tenant's actual knowledge, no breach or default by Tenant exists under the Lease and no event has occurred that, with the giving of notice, the passage of time or both, would constitute such a breach or default under the Lease. Tenant has not received any written notice from Landlord of any default by Tenant under the Lease that has not been cured prior to the Effective Date.

7.4 No Termination. Tenant has not commenced any action to terminate the Lease, nor has Tenant sent to, or received from, Landlord any written notice to terminate the Lease. Tenant has no presently exercisable Termination Right(s) or Offset Right(s).

7.5 No Transfer. Tenant has not transferred, encumbered, mortgaged, assigned, conveyed or otherwise disposed of the Lease or any interest therein, other than sublease(s) made in compliance with the Lease.

7.6 Due Authorization. Tenant has the proper authority to enter into this Agreement, and the Agreement has been authorized by all necessary actions.

7.7 No Violations of Laws. From and after the date Tenant takes possession of the Premises, Tenant shall not violate any laws affecting Tenant's Premises, including the Controlled Substances Act, or which could otherwise result in the commencement of a judicial or nonjudicial forfeiture or seizure proceeding by a governmental authority (including the commencement of any proceedings under the Civil Asset Forfeiture Reform Act) on the grounds that Tenant's Premises or any part thereof has been used to commit or facilitate the commission of a criminal offense by any person, including Tenant, pursuant to any law, including the Controlled Substances Act, regardless of whether or not Tenant's Premises is or shall become subject to forfeiture or seizure in connection therewith.

8. Miscellaneous.

8.1 Notices. All notices or other communications required or permitted under this Agreement shall be in writing and given by certified mail (return receipt requested) or by nationally recognized overnight courier service that regularly maintains records of items delivered. Each party's address is as set forth in the opening paragraph of this Agreement, subject to change by notice under this Section. Notices shall be effective the next business day after being sent by overnight courier service, and five (5) business days after being sent by certified mail (return receipt requested).

8.2 Successors and Assigns. This Agreement shall bind and benefit the parties, their successors and assigns, any Successor Landlord, and its successors and assigns. If Administrative Agent on behalf of any Lender assigns the Mortgage, then upon delivery to Tenant of written notice thereof accompanied by the assignee's written assumption of all obligations under this Agreement, all liability of the assignor shall terminate.

8.3 Entire Agreement. This Agreement constitutes the entire agreement between Administrative Agent and Tenant regarding the subordination of the Lease to the Mortgage and the rights and obligations of Tenant and Administrative Agent as to the subject matter of this Agreement.

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8.4 Interaction with Lease and with Mortgage; Severability. If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties and any Successor Landlord, including upon any attornment pursuant to this Agreement. This Agreement supersedes, and constitutes full compliance with, any provisions in the Lease that provide for subordination of the Lease to, or for delivery of nondisturbance agreements by the holder of, the Mortgage. Administrative Agent confirms that Administrative Agent, on behalf of Lenders, has consented to Landlord's entering into the Lease. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, such provision shall be considered severed from the rest of this Agreement and the remaining provisions shall continue in full force and effect as if such provision had not been included.

8.5 Administrative Agent's Rights and Obligations. Except as expressly provided for in this Agreement, neither Administrative Agent nor any Lender shall have any obligations to Tenant with respect to the Lease. If an attornment occurs pursuant to this Agreement, then all rights and obligations of Administrative Agent under this Agreement shall terminate, without thereby affecting in any way the rights and obligations of Successor Landlord provided for in this Agreement.

8.6 Interpretation; Governing Law. The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the internal laws of the State of Illinois, excluding its principles of conflict of laws.

8.7 Amendments. This Agreement may be amended, discharged or terminated, or any of its provisions waived, only by a written instrument executed by the party to be charged.

8.8 Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

8.9 Administrative Agent's Representation. Administrative Agent represents that Administrative Agent has full authority to enter into this Agreement, and Administrative Agent's entry into this Agreement has been duly authorized by all necessary actions.

8.10 Reliance by Administrative Agent and Lenders. Tenant acknowledges the right of Administrative Agent and Lenders (as well as any Successor Landlord) to rely upon the certifications and agreements in this Agreement in making the Loan to Landlord.

[Signature Page Follows]

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IN WITNESS WHEREOF, this Agreement has been duly executed by Administrative Agent and Tenant as of the Effective Date.

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A.,
a national banking association, as Administrative Agent for Lenders

By: _____
Name: _____
Title: _____

TENANT:

STERLING BAY, LLC,
a Delaware limited liability company

By: STERLING BAY CAPITAL
MANAGEMENT II GP, LLC, its manager

By: _____
Name: Andrew Gloer
Title: Sole Member

Property of Cook County Clerk's Office

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State of Illinois)
)
County of _____)

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, the _____ of Bank of America, N.A., a national banking association, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument in his/her capacity as _____ of such national banking association as his/her free and voluntary act, and as the free and voluntary act of such national banking association, for the uses and purposes therein set forth.
Given under my hand and official seal, this _____ day of _____, 2016.

Notary Public
My commission expires: _____

State of Illinois)
)
County of Cook)

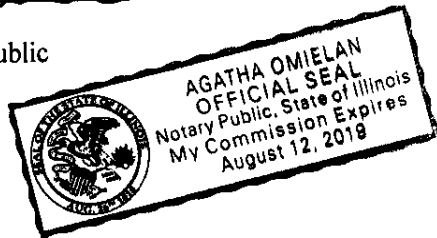
I, Agatha Omelan, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Andrew Glover, the Sole Member of Sterling Bay Capital Management II GP, LLC, the manager of Sterling Bay, LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument in his/her capacity as Sole member of such limited liability company, as his/her free and voluntary act, and as the free and voluntary act of such limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 22 day of July, 2016.

Agatha Omelan

Notary Public

My commission expires August 12, 2019



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IN WITNESS WHEREOF, this Agreement has been duly executed by Administrative Agent and Tenant as of the Effective Date.

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A.,
a national banking association, as Administrative Agent for Lenders

By: [Signature]
Name: Seamus O'Mahoney
Title: SVP

TENANT:

STERLING BAY, LLC,
a Delaware limited liability company

By: STERLING BAY CAPITAL MANAGEMENT II GP, LLC, its manager
Name: _____
Title: _____

Property of Cook County Clerk's Office

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State of Illinois)
County of Cook)

I, Audrey M. Jackson a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Seamus D'Mahoney, the SVP of Bank of America, N.A., a national banking association, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument in his/her capacity as SVP of such national banking association as his/her free and voluntary act, and as the free and voluntary act of such national banking association, for the uses and purposes therein set forth.
Given under my hand and official seal, this 22nd day of July, 2016.

Notary Public
My commission expires:



Audrey M. Jackson

State of _____)
County of _____)

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, the _____ of Sterling Bay Capital Management II GP, LLC, the manager of Sterling Bay, LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument in his/her capacity as _____ of such limited liability company, as his/her free and voluntary act, and as the free and voluntary act of such limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2016.

Notary Public

My commission expires: _____

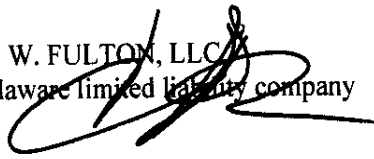
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LANDLORD'S CONSENT

Landlord consents and agrees to the foregoing Agreement, which was entered into at Landlord's request. The foregoing Agreement shall not alter, waive or diminish any of Landlord's obligations under the Mortgage or the Lease. The above Agreement discharges any obligations of Administrative Agent under the Mortgage and related Loan Documents to enter into a nondisturbance agreement with Tenant. Tenant is hereby authorized to pay its rent and all other sums due under the Lease directly to Administrative Agent, for the benefit of Lenders, upon receipt of a notice as set forth in Section 3.5 above from Administrative Agent and Tenant is not obligated to inquire as to whether a default actually exists under the Mortgage. Landlord is not a party to the above Agreement.

LANDLORD:

1330 W. FULTON, LLC
a Delaware limited liability company

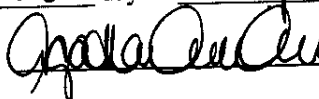
By: 
Name: Andrew Gloor
Title: Authorized Signatory

Dated: July 27, 2016

State of Illinois)
County of Cook)

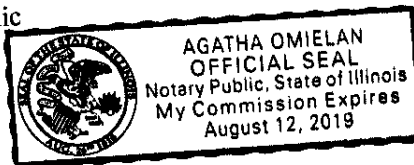
I, Agatha Omielan, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Andrew Gloor, the Authorized Signatory of 1330 W. Fulton, LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument in his/her capacity as Authorized Signatory of such limited liability company as his/her free and voluntary act, and as the free and voluntary act of such limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 22 day of July, 2016.



Notary Public

My commission expires: August 12, 2019



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SCHEDULE A

Description of Landlord's Premises

PARCEL 1:

THAT PART OF LOTS 4 TO 8, INCLUSIVE, AND 9 TO 12, INCLUSIVE, IN BLOCK 3, IN SAWYER'S ADDITION TO CHICAGO, IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF THE VACATED EAST-WEST 18 FOOT PUBLIC ALLEY IN SAID BLOCK 3, VACATED SEPTEMBER 22, 1999 AS DOCUMENT 99-893696, LYING SOUTH OF THE SOUTH LINE OF LOTS 4 TO 8, INCLUSIVE, AFORESAID, AND LYING NORTH OF THE NORTH LINE OF LOTS 9 TO 13, INCLUSIVE, IN BLOCK 3 AFORESAID, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 12 AFORESAID, SAID LOT CORNER BEING ALSO THE MID-POINT OF THE SOUTH LINE OF BLOCK 3 AFORESAID; THENCE NORTH 0 DEGREE 04 MINUTES 59 SECONDS WEST, 142.04 FEET TO A POINT, SAID POINT BEING 0.42 FEET (AS MEASURED PERPENDICULARLY) NORTH OF THE NORTH LINE OF LOT 12 AFORESAID AND 0.10 FEET (AS MEASURED PERPENDICULARLY) WEST OF THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 12; THENCE NORTHWESTERLY 96.66 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 24.42 FEET AND WHOSE CHORD BEARS NORTH 26 DEGREES 18 MINUTES 26 SECONDS WEST, 44.82 FEET TO A POINT, SAID POINT BEING 22.62 FEET (AS MEASURED PERPENDICULARLY) NORTH OF THE SOUTH LINE OF LOT 5 AFORESAID AND 19.93 FEET (AS MEASURED PERPENDICULARLY) WEST OF THE EAST LINE OF SAID LOT 5; THENCE SOUTH 89 DEGREES 57 MINUTES 12 SECONDS WEST, 206.29 FEET TO A POINT ON THE WEST LINE OF LOT 8 AFORESAID, SAID POINT BEING 119.09 FEET (AS MEASURED ALONG THE WEST LINE OF SAID LOT 8) SOUTH OF ITS NORTHWEST CORNER THEREOF; THENCE SOUTH 0 DEGREE 04 MINUTES 59 SECONDS EAST, ALONG THE WEST LINE OF LOTS 8 AND 9, AFORESAID AND EXTENSIONS THEREOF, BEING ALSO THE EAST LINE OF NORTH ADA STREET, 182.46 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE NORTH 89 DEGREES 53 MINUTES 45 SECONDS EAST, ALONG THE SOUTH LINE OF LOTS 9 TO 12, INCLUSIVE, AFORESAID, BEING ALSO THE NORTH LINE OF WEST FULTON STREET, 226.095 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AREA = 43,086 SQUARE FEET OR 0.9891 ACRES.

PARCEL 2:

THAT PART OF LOT 12, IN BLOCK 3, IN SAWYER'S ADDITION TO CHICAGO, IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 12 AFORESAID, SAID LOT CORNER BEING ALSO THE MID-POINT OF THE SOUTH LINE OF BLOCK 3 AFORESAID; THENCE NORTH 0 DEGREE 04 MINUTES 59 SECONDS WEST, 141.62 FEET TO A POINT ON THE

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NORTH LINE OF SAID LOT, BEING ALSO THE SOUTH LINE OF THE VACATED EAST-WEST 18 FOOT PUBLIC ALLEY IN SAID BLOCK 3, VACATED SEPTEMBER 22, 1999 AS DOCUMENT 99-893696, SAID POINT BEING 0.10 FEET (AS MEASURED ALONG SAID NORTH LINE) WEST OF THE NORTHEAST CORNER OF SAID LOT 12; THENCE NORTH 89 DEGREES 56 MINUTES 04 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 12, A DISTANCE OF 0.10 FEET TO ITS NORTHEAST CORNER THEREOF; THENCE SOUTH 0 DEGREES 02 MINUTES 39 SECONDS EAST, ALONG THE EAST LINE OF LOT 12 AFORESAID, 141.62 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AREA = 6.82 SQUARE FEET OR 0.00016 ACRES.

PARCEL 3:

THAT PART OF LOTS 1 TO 5, INCLUSIVE, IN BLOCK 3, IN SAWYER'S ADDITION TO CHICAGO, IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF THE VACATED EAST-WEST 18 FOOT PUBLIC ALLEY IN SAID BLOCK 3, VACATED SEPTEMBER 22, 1999 AS DOCUMENT 99-893696, LYING NORTH OF THE NORTH LINE OF LOTS 12 TO 16, INCLUSIVE, IN BLOCK 3 AFORESAID, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 13, IN BLOCK 3, IN SAWYER'S ADDITION TO CHICAGO AFORESAID, SAID LOT CORNER BEING ALSO THE MID-POINT OF THE SOUTH LINE OF BLOCK 3 AFORESAID; THENCE NORTH 0 DEGREE 04 MINUTES 59 SECONDS WEST, 141.62 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL:

THENCE CONTINUING NORTH 0 DEGREE 04 MINUTES 59 SECONDS WEST, 0.42 FEET TO A POINT, SAID POINT BEING 0.42 FEET (AS MEASURED PERPENDICULARLY) NORTH OF THE NORTH LINE OF LOT 12, IN BLOCK 3, IN SAWYER'S ADDITION TO CHICAGO AFORESAID AND 0.10 FEET (AS MEASURED PERPENDICULARLY) WEST OF THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 12; THENCE NORTHWESTERLY 75.62 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 24.42 FEET AND WHOSE CHORD BEARS NORTH 1 DEGREE 37 MINUTES 29 SECONDS WEST, 48.83 FEET TO A POINT, SAID POINT BEING 31.23 FEET (AS MEASURED PERPENDICULARLY) NORTH OF THE SOUTH LINE OF LOT 5 AFORESAID AND 1.44 FEET (AS MEASURED PERPENDICULARLY) WEST OF THE EAST LINE OF SAID LOT 5; THENCE NORTH 0 DEGREES 02 MINUTES 39 SECONDS WEST, 65.05 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 42 SECONDS EAST, 110.13 FEET; THENCE SOUTH 0 DEGREE 00 MINUTES 18 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF LOT 1 AFORESAID, 7.87 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 42 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 7.09 FEET; THENCE NORTH 0 DEGREE 00 MINUTES 18 SECONDS WEST, ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF LOT 1 AFORESAID, 7.87 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 42 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 84.35 FEET; THENCE SOUTH 0 DEGREE 00 MINUTES 18 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF LOT 1 AFORESAID, 40.98 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 42 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 26.14 FEET TO A POINT ON THE EAST LINE OF LOT 1 AFORESAID, BEING ALSO THE WEST LINE OF NORTH ELIZABETH STREET, 86.42 FEET (AS MEASURED ALONG SAID EAST LINE) SOUTH OF THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 0 DEGREE 00 MINUTES 18 SECONDS EAST, ALONG SAID

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EAST LINE OF LOT 1 AND EXTENSIONS THEREOF, BEING ALSO THE WEST LINE OF NORTH ELIZABETH STREET, 73.05 FEET TO THE NORTHEAST CORNER OF LOT 16 IN BLOCK 3, IN SAWYER'S ADDITION TO CHICAGO AFORESAID; THENCE SOUTH 89 DEGREE 56 MINUTES 04 SECONDS WEST, ALONG THE NORTH LINE OF LOTS 12 THROUGH 16, INCLUSIVE, IN BLOCK 3 AFORESAID, BEING ALSO THE SOUTH LINE OF THE VACATED EAST-WEST 18 FOOT PUBLIC ALLEY IN SAID BLOCK 3, VACATED SEPTEMBER 22, 1999 AS DOCUMENT 99-893696, A DISTANCE OF 226.29 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AREA = 23,919.9 SQUARE FEET OR 0.5491 ACRES.

PARCEL 4:

THAT PART OF LOTS 1 TO 8, INCLUSIVE, AND 12 TO 16, INCLUSIVE, IN BLOCK 3, IN SAWYER'S ADDITION TO CHICAGO, IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF THE VACATED EAST-WEST 18 FOOT PUBLIC ALLEY IN SAID BLOCK 3, VACATED SEPTEMBER 22, 1999 AS DOCUMENT 99-893696, LYING SOUTH OF THE SOUTH LINE OF LOTS 1 TO 4, INCLUSIVE, AFORESAID, AND LYING NORTH OF THE NORTH LINE OF LOTS 12 TO 16, INCLUSIVE, AFORESAID, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 13 AFORESAID, SAID LOT CORNER BEING ALSO THE MID-POINT OF THE SOUTH LINE OF BLOCK 3 AFORESAID; THENCE NORTH 0 DEGREE 04 MINUTES 59 SECONDS WEST, 142.04 FEET TO A POINT, SAID POINT BEING 0.42 FEET (AS MEASURED PERPENDICULARLY) NORTH OF THE NORTH LINE OF LOT 12 AFORESAID AND 0.10 FEET (AS MEASURED PERPENDICULARLY) WEST OF THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 12; THENCE NORTHWESTERLY 75.62 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 24.42 FEET AND WHOSE CHORD BEARS NORTH 1 DEGREE 37 MINUTES 29 SECONDS EAST, 48.83 FEET TO A POINT, SAID POINT BEING 31.23 FEET (AS MEASURED PERPENDICULARLY) NORTH OF THE SOUTH LINE OF LOT 5 AFORESAID AND 1.44 FEET (AS MEASURED PERPENDICULARLY) WEST OF THE EAST LINE OF SAID LOT 5, SAID POINT BEING ALSO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL:

THENCE SOUTHWESTERLY 21.04 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 24.42 FEET AND WHOSE CHORD BEARS SOUTH 64 DEGREES 58 MINUTES 34 SECONDS WEST, 20.40 FEET TO A POINT, SAID POINT BEING 22.62 FEET (AS MEASURED PERPENDICULARLY) NORTH OF THE SOUTH LINE OF LOT 5 AFORESAID AND 19.93 FEET (AS MEASURED PERPENDICULARLY) WEST OF THE EAST LINE OF SAID LOT 5; THENCE SOUTH 89 DEGREES 57 MINUTES 12 SECONDS WEST, 206.29 FEET TO A POINT ON THE WEST LINE OF LOT 8 AFORESAID, SAID POINT BEING 182.46 FEET (AS MEASURED ALONG THE WEST LINE OF LOTS 8 AND 9 AND EXTENSIONS THEREOF, IN BLOCK 3 AFORESAID, BEING ALSO THE EAST LINE OF NORTH ADA STREET) NORTH OF THE SOUTHWEST CORNER OF SAID LOT 9; THENCE NORTH 0 DEGREE 04 MINUTES 59 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 8, A DISTANCE OF 119.09 FEET TO ITS NORTHWEST CORNER THEREOF; THENCE NORTH 89 DEGREES 58 MINUTES 24 SECONDS EAST, ALONG THE NORTH LINE OF LOTS 1 TO 8, INCLUSIVE, IN BLOCK 3 AFORESAID, BEING ALSO THE SOUTH LINE OF WEST CARROLL AVENUE, 224.86 FEET TO A POINT, SAID POINT BEING 227.74 FEET (AS MEASURED ALONG THE NORTH LINE OF LOTS 1 TO 8, INCLUSIVE, IN BLOCK 3 AFORESAID, BEING ALSO THE SOUTH LINE OF WEST CARROLL AVENUE) EAST OF THE NORTHEAST CORNER OF SAID LOT 1; THENCE

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SOUTH 0 DEGREES 02 MINUTES 39 SECONDS EAST, 110.40 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AREA = 26,653.5 SQUARE FEET OR 0.6119 ACRES.

ADDRESS: 323 N. ADA St., Chicago, IL. 60607
1330 W. Fulton St., Chicago, IL. 60607

P.I.N. 17-08-313-015; 016 & 017.

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