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Prepared by

When recorded return to:

SNELL & WILMER L.L.P.
One Arizona Center
Phoenix, Arizona 85004-2202
Attention: Therese Buchanan



Doc# 1635042011 Fee \$70.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/15/2016 09:29 AM PG: 1 OF 17

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

DATE:

November 8, 2016

PARTIES:

Athletico Management, LLC, whose address is 625 Enterprise Drive, Oak Brook, Illinois 60523 ("Lessee"); **MUTUAL OF OMAHA BANK**, a federally chartered savings bank, whose address is 5575 DTC Boulevard, Suite 250, Greenwood Village, Colorado 80111 ("Lender").

RECITALS:

A. Lender has made a loan to **405 NORTH WABASH LLC**, an Illinois limited liability company ("Borrower"), in the principal amount of \$8,250,000.00 (the "Loan").

B. As security, in part, for repayment of the Loan and performance of Borrower's obligations to Lender, Borrower has executed and delivered to Lender, among other things, that certain Construction Deed of Trust and Fixture Filing (With Assignment of Rents and Security Agreement), dated September 14, 2016, which was recorded in the official records of Cook County, Illinois (the "Deed of Trust"), wherein Lender is beneficiary, and Lender is trustee, granting to the Lender a lien on the real property described in Exhibit A attached hereto and made a part hereof by this reference (the "Property").

C. Lessee claims an interest in the Property by virtue of that certain Lease between M-III Wabash LLC, which has been assigned to Borrower ("Lessor"), and Lessee dated December 22, 2014, covering a portion of the Property and improvements thereon.

D. M-III Wabash LLC conveyed and transferred the Property to Borrower on April 21, 2015.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Subordination, Non-Disturbance and Attornment Agreement (this "Agreement"), the parties agree as follows:

S Y
P 17 Box 400
S N
SC Y
INT Y

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AGREEMENTS:

1. **Subordination.** Lessee hereby completely and unconditionally subjects and subordinates any and all right, title, liens, claims, and interest it now has or hereafter acquires in and to the Property whether pursuant to the Lease or otherwise to Lender's liens on and claims against the Property. Lessee agrees that its subordination hereunder shall apply to the full extent of all principal advanced under the Loan, together with all accrued and accruing interest, and together with all other amounts secured by the Deed of Trust, including without limitation, all reasonable attorneys' fees and costs incurred by Lender in connection with the Loan or the Property. Lessee hereby agrees that the Deed of Trust and any and all claims or liens hereafter acquired by Lender in and to the Property are prior and superior to any and all right, title, claims, liens, or interest now held or hereafter acquired by Lessee in and to the Property. This subordination shall extend to any and all increases, renewals, extensions, modifications, substitutions, and consolidations of the Deed of Trust, of the Loan, and of any other documents securing the Loan, and Lender may, without notice or demand, and without affecting the subordination hereunder, (a) renew, compromise, extend, accelerate, or otherwise change the time for payment of or otherwise change the terms of the Loan or any part thereof, including, without limitation, increases or decreases in the principal amount of the Loan and the interest rate thereon, (b) waive or release any part of its lien on the Property, (c) apply proceeds from the sale of the Property and direct the order or manner of sale thereof as Lender, in its discretion, may determine, and (d) assign its rights hereunder or under the Loan, or both, in whole or in part. Lessee further declares, agrees and acknowledges that, in making disbursements of the Loan, Lender has no obligation or duty to, nor has Lender represented that it will, see to the application of such Loan proceeds by the person or persons to whom they are disbursed by Lender, and any application or use of such proceeds for purposes other than those provided for in connection with the Loan shall not defeat the subordination made in this Agreement, in whole or in part.

2. **Reliance.** Lessee acknowledges that the Loan and/or advances thereof would not have been made by Lender without the giving of this Agreement by Lessee and further acknowledges that Lender is relying upon this Agreement in making the Loan and/or advances thereof to Borrower.

3. **Transfer of Lease.** Any transfer or encumbrance of the Lease or Lessee's interest therein shall be subject to the terms of this Agreement. Lessee will use its best efforts to notify any purchaser, assignee, or encumbrancer of the Lease of the terms of this Agreement.

4. **Representations and Warranties.** Lessee represents and warrants to Lender that:

(a) The Lease is a commercial lease, is in full force and effect, and has not been amended or modified in any way; and there are no documents or written agreements between Lessee and Borrower with respect to the Lease, except those disclosed herein;

(b) Lessee's interests under the Lease have not been assigned or transferred, whether for purposes of security or otherwise, and Lessee has all the requisite power and authority to enter into this Agreement with Lender;

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(c) Lessee will faithfully perform all obligations of the lessee under the terms of the Lease;

(d) Lessee has prepaid no rent except as specifically set forth in the Lease; and

(e) To the best of Lessee's knowledge, no uncured event of default or breach on the part of Borrower or Lessee has occurred under the Lease, and no event has occurred which gives Lessee the right to terminate the Lease or otherwise claim defenses, offsets or damages unless as set forth in the Lease.

5. **Covenants.** Lessee covenants and agrees that:

(a) Lessee will not pay any installment of rent or any part thereof more than one (1) month prior to the due date of such installment;

(b) No extension or modification of the Lease shall be of any force or effect unless Lender has specifically consented thereto in writing, provided, however, that Lessor or Borrower shall be solely responsible for obtaining such consent and Lessee shall not be burdened in any way if Lessor or Borrower fails to obtain the required consent from Lender;

(c) Upon 24 hours' notice to Lessee, Lender may enter upon the Property and inspect the same at any reasonable time; and

(d) Lessee will at any time and from time to time execute, deliver, and acknowledge to Lender or to any third party designated by Lender, within fifteen (15) days following Lender's written request therefor, estoppel certificates executed by Lessee, certifying (if such is the case) that the Lease is in full force and effect, that Borrower is not in default thereunder (or specifying any defaults by Borrower which Lessee alleges), that rent has not been prepaid more than one (1) month in advance, and specifying any further information about the Lease or the Property which Lender or said third party may reasonably request.

6. **Defaults.** Lessee endeavors to give Lender a copy of any notice of default under the Lease served upon the Borrower as lessor. Lessee further covenants and agrees that if Borrower shall have failed to cure such default within the time provided for in the Lease then Lender shall have an additional thirty (30) days to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary if within such thirty (30) days Lender has commenced and is diligently pursuing the remedies necessary to cure such a default (including, but not limited to, commencement of foreclosure proceeding if necessary to effect such cure), in which event the Lease shall not be terminated while such remedies are being so diligently pursued. Lessee agrees that the correction of any such default by Lender shall have the same effect and be treated as a correction by Borrower.

7. **Attornment.** If the interests of Borrower shall be transferred by reason of foreclosure or exercise of power of sale or other proceeding for enforcement of the Deed of Trust, or by reason of a deed in lieu of foreclosure, Lessee shall be bound to the person acquiring the interests of lessor (the "**Purchaser**") under all of the terms, covenants, and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may

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be effected in accordance with any option therefor in the Lease, with the same force and effect as if the Purchaser were the lessor under the Lease. Lessee does hereby attorn to the Purchaser, including Lender, if it is the Purchaser, as its lessor, said attornment to be effective and self-operative without the execution of any further instruments upon Purchaser succeeding to the interest of the lessor under the Lease.

8. **Non-Disturbance**. Provided Lessee is not in default in payment of rent, taxes, utility charges, or other sums payable by Lessee under the terms of the Lease, nor in default in the performance of any other covenant or provision of the Lease or this Agreement, and provided Lessee is in possession of the portion of the Property subject to the Lease, then the right of possession of Lessee to the portion of the Property subject to the Lease shall not be affected or disturbed by Lender in the exercise of any of its rights or remedies under the Deed of Trust.

9. **Direct Payment**. Lessee agrees that upon receipt of written request therefor by Lender, rental payments will be made directly to Lender or its order at such place as Lender shall direct. Borrower hereby authorizes Lessee to accept such request from Lender and waives all claims against Lessee for any sums so paid at Lender's request and direction.

10. **Liability of Lender**. Notwithstanding anything to the contrary contained in this Agreement, Lender and its successors and assigns shall not, by virtue of this Agreement, be or become subject to any liability or obligation to Lessee under the Lease or otherwise, unless Lender or its successors and assigns shall obtain title to the Property, by foreclosure or otherwise; and, moreover, Purchaser in acquiring the interest of Borrower as a result of any such action or proceeding, and its successors and assigns, shall not be: (a) liable for any act or omission of any prior lessor under the Lease (including Borrower); or (b) liable for any damages or other relief attributable to any latent or patent defects in construction with respect to any portion of the Property; or (c) subject to any offsets or defenses which Lessee might have against any prior lessor under the Lease (including Borrower); or (d) bound by any amendment or modification of the Lease, or any assignment or sublease of the Lease, made without Lender's prior written consent, provided, however, that Borrower or Lessor shall be solely responsible for obtaining Lender's consent and Lessee shall not be burdened in any way in the event Borrower or Lessor fails to obtain the necessary consent from Lender; or (e) bound by, or responsible for, any security deposit paid by Lessee (unless delivered to and held by Lender); or (f) bound by or responsible for or affected by any purchase option or right of first refusal contained in the Lease, which provisions shall be of no force and effect upon the Lender or its successors or assigns; (g) obligated to construct any improvements on the Property (provided that if Purchaser fails to construct improvements as required under the Lease, Lessee may terminate the Lease) or liable for the payment of any construction allowance or contribution towards the cost of work performed by Lessee at the Property; or (h) bound by, or responsible for, any other term or provision of the Lease which is personal to the Borrower or which may not reasonably be performed by Purchaser or its successors and assigns in the ordinary course of business. Regardless of anything in the Lease or this Agreement to the contrary, in acquiring the interest of Borrower as a result of such action or proceeding, Purchaser shall not have any obligation or liability beyond its interest in the Property. Lessee shall look exclusively to Purchaser's interest in the Property for payment and discharge of any of Purchaser's obligations under this Agreement or under the Lease. Lessee shall not collect or attempt to collect any judgment based upon such obligations out of any other assets of Purchaser. In addition, upon any sale or transfer of its interest in the Property, Purchaser shall

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have no further obligation under this Agreement or the Lease with respect to matters occurring after such sale or transfer. By executing this Agreement, Borrower specifically acknowledges and agrees that nothing contained in this Section shall impair, affect, lessen, abrogate or otherwise modify the obligations of Borrower to Lessee under the Lease.

11. **No Assumption**. Notwithstanding any other provisions contained in this Agreement, Lender does not assume any responsibility or liability for any acts or conduct by any other person, including, but not limited to, a purchaser at foreclosure or trustee's sale or grantee under deed in lieu of foreclosure.

12. **Notices**. Whenever and wherever in this Agreement, the Lease, or in any proceeding involving the foreclosure or attempt to foreclose pursuant to the Deed of Trust it shall be required or permitted that a notice or demand be given, such notice or demand shall be in writing and be deemed to have been given or served upon receipt or refusal of receipt after being mailed, postage prepaid, by certified, registered, or express mail, return receipt requested, or by nationally recognized overnight courier service or when delivered in person to the appropriate address set forth above or to such other address as may be hereafter designated by any party thirty (30) days in advance by proper notice to the other.

13. **Amendments**. No amendment or modification of this Agreement shall be valid or binding unless in writing, signed by the party or parties to be bound thereby.

14. **No Merger**. Borrower, Lessee and Lender agree that unless Lender shall otherwise consent in writing, Borrower's estate in and to the Property and the leasehold estate created by the Lease shall not merge, but shall remain separate and distinct, notwithstanding the union of such estates either in Borrower or Lessee or any third party by purchase, assignment or otherwise.

15. **Nondisturbance Agreement**. This Agreement satisfies any condition or requirement in the Lease relating to the granting of a nondisturbance agreement from Lender.

16. **Severability; Choice of Law**. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall, at the option of the Lender, not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. This Agreement shall be governed by and construed according to the internal law of the State of Illinois.

17. **Successors**. This Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns.

18. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

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19. **Miscellaneous Provisions.** Lender may but shall not be obligated to record this Agreement, at Lender's sole discretion.

[Signature Pages Follow]

COOK COUNTY
RECORDER OF DEEDS

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RECORDER OF DEEDS

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ATHLETICO MANAGEMENT, LLC

By: 
Name: Thomas J. Beardsley
Title: Vice President of Business Development

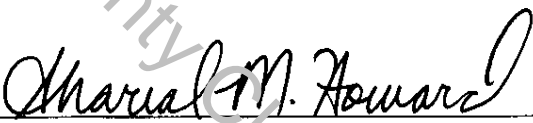
"LESSEE"

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

On this 8th day of November, 2016, before me personally appeared Thomas J. Beardsley, whose identity was proven to me on the basis of satisfactory evidence to be the person he claims to be, and acknowledged before me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity or entities upon behalf of which the person acted, executed the instrument.

(seal)




Notary Public

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Acknowledged and agreed to by Borrower as of the date first written above:

405 NORTH WABASH LLC, an Illinois limited liability company

By: MG-Wabash Holding LLC, a Colorado limited liability company

Its: Sole Member

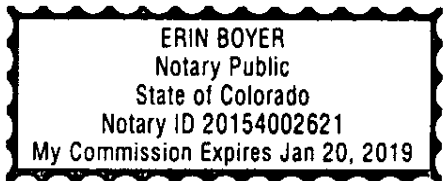
By: *Sharon K. Eshima*
 Name: Sharon K. Eshima
 Title: Manager

"BORROWER"

STATE OF COLORADO)
)
 County of Boulder)

On this 18th day of November, 2016, before me personally appeared Sharon K. Eshima, whose identity was proven to me on the basis of satisfactory evidence to be the person he/she claims to be, and acknowledged before me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity or entities upon behalf of which the person acted, executed the instrument.

(seal)



Erin Boyer
 Notary Public

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EXHIBIT A

Legal Description

[See Attached]

Property of Cook County Clerk's Office

**COOK COUNTY
RECORDER OF DEEDS**

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RECORDER OF DEEDS**

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STREET ADDRESS: 405 N WABASH

CITY: CHICAGO

COUNTY: COOK

TAX NUMBER:

LEGAL DESCRIPTION:

PARCEL 1: LOTS 4, 6, 7, 13, 14, 18, 21, 23, 24, 25, 26, 27, 29, AND 30, IN RIVER PLAZA, A RESUBDIVISION OF LAND, PROPERTY AND SPACE OF LOTS 1 TO 12 AND VACATED ALLEY IN BLOCK 5 IN KINZIE'S ADDITION TO CHICAGO IN THE NORTHWEST 1/4 OF SECTION 10 TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN.

PARCEL 2:

LOT 28 IN RIVER PLAZA RESUBDIVISION OF LAND, PROPERTY AND SPACE OF LOTS 1 TO 12 AND VACATED ALLEY IN BLOCK 5 IN KINZIE'S ADDITION TO CHICAGO IN THE NORTHWEST 1 / 4 OF SECTION 10 TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 28; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 28, 37.56 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 1.02 FEET TO THE POINT OF BEGINNING (THE FOLLOWING COURSES AND DISTANCES ARE ALONG THE FINISHED FACES OF EXISTING INTERIOR WALLS); THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 10.22 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 1.40 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 4.23 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 1.40 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 9.24 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 4.80 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, 0.45 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, 1.97 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, 2.82 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, 1.32 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, 4.10 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 7.80 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 1.59 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 2.43 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 1.59 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 8.26 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 1.58 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 1.74 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 2.26 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, 6.37 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 5.32 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 1.32 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 2.45 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 1.28 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 5.44 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS WEST, 6.32 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 2.25 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 1.72 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 1.62 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 8.20 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 1.60 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 2.42 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 1.60 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 7.65 FEET; THENCE SOUTH 44 DEGREES 45 MINUTES 03 SECONDS WEST, 4.32 FEET; THENCE NORTH 45 DEGREES 14 MINUTES 57 SECONDS WEST, 1.09 FEET; THENCE SOUTH 44 DEGREES 45 MINUTES 03 SECONDS WEST, 2.27 FEET; THENCE SOUTH 45 DEGREES 14 MINUTES 57 SECONDS EAST, 1.09 FEET THENCE SOUTH 44 DEGREES 45 MINUTES 03 SECONDS WEST, 2.19 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 2.96 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 1.28 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 8.50 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 1.32 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 2.64 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 1.34 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 10.82 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 1.32 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 0.12 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 33.23 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 1.62 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 1.95 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 3.67 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 4.97 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 3.61 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 2.01 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 1.61 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 34.14 FEET TO THE POINT OF BEGINNING;

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EXCEPT THAT PART BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 28; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 28, 93.88 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 6.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 7.20 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 7.76 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 15.33 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 5.95 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 8.67 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 27.66 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 5.39 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 27.66 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 8.67 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 13.46 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 20.43 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 2.93 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 1.68 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 8.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 1.32 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 2.67 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 1.32 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 10.78 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 1.35 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 2.66 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 2.72 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS WEST, 5.35 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 7.18 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 1.30 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 2.67 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 1.35 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 10.83 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 1.32 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 2.66 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 1.32 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 10.83 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 1.34 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 2.66 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 1.32 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 9.18 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 1.33 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 0.92 FEET; THENCE NORTH 44 DEGREES 55 MINUTES 10 SECONDS WEST, 9.10 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 18.97 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 1.81 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST, 5.35 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 0.49 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 14.59 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 0.43 FEET; THENCE NORTH 44 DEGREES 35 MINUTES 31 SECONDS EAST, 5.32 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 1.90 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 2.42 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 1.27 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 8.27 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 1.25 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 2.40 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 1.25 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 8.06 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, 4.18 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, 1.15 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, 2.44 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST 1.15 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, 4.19 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 9.97 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 1.27 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 2.68 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 1.27 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 1.27 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 4.15 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 1.27 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 6.17 FEET; THENCE SOUTH 44 DEGREES 21 MINUTES 52 SECONDS EAST, 5.45 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 2.48 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 2.25 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 1.22 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 11.44 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 1.22 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 2.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 1.24 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 11.50 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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AND EXCEPT THAT PART OF SAID LOT 28 BOUNDED AND DESCRIBED AS FOLLOWS:

MID EXCEPTION PARCEL (FORMER PARCEL 9):

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 28; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 28, A DISTANCE OF 37.56 FEET TO THE POINT OF BEGINNING;

(THE FOLLOWING COURSES AND DISTANCES ARE ALONG THE FINISHED FACES OF EXISTING INTERIOR WALLS); THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 35.16 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 1.61 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 2.01 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 3.61 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 5.04 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 34.04 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 0.56 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 6.33 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 5.39 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 2.07 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 8.67 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 23.78 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 5.50 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 8.83 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 9.83 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 1.07 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 8.08 FEET TO A POINT ON THE NORTH FACE OF BUILDING, 5.30 FEET (AS MEASURED PERPENDICULARLY) SOUTH OF THE NORTH LINE OF LOT 28 AFORESAID; THENCE NORTH 89 DEGREES 51 MINUTES 08 SECONDS EAST, ALONG SAID NORTH FACE OF BUILDING, 27.41 FEET TO A POINT, SAID POINT BEING 5.23 FEET (AS MEASURED PERPENDICULARLY) SOUTH OF THE NORTH LINE OF LOT 28 AFORESAID; THENCE NORTH 44 DEGREES 25 MINUTES 32 SECONDS WEST; ALONG A NORTHWESTERLY FACE OF SAID BUILDING, 7.33 FEET TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF LOT 28 AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID NORTH LINE, 23.78 FEET TO THE POINT OF BEGINNING;

LYING BELOW A HORIZONTAL PLANE HAVING AN UPPER ELEVATION OF 66.04 FEET AND ABOVE A HORIZONTAL PLANE HAVING A LOWER ELEVATION OF 51.70 FEET ABOVE CHICAGO CITY DATUM;

ALL IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS 2A AND 2B:

PARCEL 2A: (LEVEL P-2)

THAT PART OF LOT 28 IN RIVER PLAZA RESUBDIVISION OF LAND, PROPERTY AND SPACE OF LOTS 1 TO 12 AND VACATED ALLEY IN BLOCK 5 IN KINZIE'S ADDITION TO CHICAGO IN THE NORTHWEST 1/4 OF SECTION 10 TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 28; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 28, A DISTANCE OF 37.56 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 35.16; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 1.61 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 2.01 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 3.61 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 4.97 FEET TO THE POINT OF BEGINNING (THE FOLLOWING COURSES AND DISTANCES ARE ALONG THE FINISHED FACES OF EXISTING INTERIOR WALLS); THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 3.67 FEET TO A POINT 35.95 FEET (AS MEASURED PERPENDICULARLY) WEST OF THE EAST LINE OF LOT 28 AFORESAID; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 1.95 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 1.62 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 33.23 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 0.12 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 1.32 FEET TO A POINT, 1.27 FEET (AS MEASURED PERPENDICULARLY) NORTH OF THE SOUTH LINE OF LOT 28 AFORESAID; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 13.54 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 1.38 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 2.70 FEET; THENCE SOUTH

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00 DEGREES 00 MINUTES 00 SECONDS WEST, 1.33 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 19.58 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 1.32 FEET TO THE SOUTH LINE OF LOT 28 AFORESAID; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 28, A DISTANCE OF 5.43 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 5.13 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 0.69 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 2.70 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 2.61 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 0.65 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 8.04 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 0.95 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 3.20 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 0.12 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 2.33 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 20.23 FEET TO THE SOUTHERNMOST SOUTH LINE OF LOT 5 IN RIVER PLAZA RESUBDIVISION AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID SOUTH LINE, 16.27 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE EAST LINE OF LOT 5 AFORESAID, 8.67 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 4.26 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 0.56 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 34.04 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 0.07 FEET TO THE POINT OF BEGINNING; LYING BELOW A HORIZONTAL PLANE HAVING AN UPPER ELEVATION OF 66.04 FEET AND ABOVE A HORIZONTAL PLANE HAVING A LOWER ELEVATION OF 51.70 FEET ABOVE CHICAGO CITY DATUM;

IN COOK COUNTY, ILLINOIS.

PARCEL 2B: (LEVEL P-3)

THAT PART OF LOTS 23 AND 28 AND ALL OF LOT 42 IN RIVER PLAZA RESUBDIVISION OF LAND, PROPERTY AND SPACE OF LOTS 1 TO 12 AND VACATED ALLEY IN BLOCK 5 IN KINZIE'S ADDITION TO CHICAGO IN THE NORTHWEST 1/4 OF SECTION 10 TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 28 (THE FOLLOWING COURSES AND DISTANCES ARE ALONG THE FINISHED FACES OF EXISTING INTERIOR WALLS); THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 28, A DISTANCE OF 10.40 FEET TO THE NORTHWEST CORNER OF LOT 42 AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 42, A DISTANCE OF 6.64 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 42, A DISTANCE OF 2.43 FEET TO AN ANGLE CORNER IN SAID LOT; THENCE SOUTH 17 DEGREES 53 MINUTES 00 SECONDS WEST ALONG THE SOUTHEAST LINE OF SAID LOT, 5.80 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT, 2.85 FEET TO THE SOUTHWEST CORNER THEREOF, SAID CORNER BEING COINCIDENT WITH THE EAST LINE OF LOT 28 AFORESAID; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 28, A DISTANCE OF 19.21 FEET TO THE SOUTHEAST CORNER THEREOF, SAID CORNER BEING COINCIDENT WITH THE NORTH LINE OF LOT 23 AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 23, A DISTANCE OF 0.43 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 15.30 FEET TO THE SOUTH LINE OF SAID LOT; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT, 5.98 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 15.30 FEET TO THE NORTH LINE OF SAID LOT, SAID LINE BEING ALSO THE SOUTH LINE OF LOT 28 AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID LOT LINE, 0.65 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 2.08 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 2.08 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 0.71 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 8.68 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 1.00 FOOT; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 2.83 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 0.61 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 0.32 FEET TO THE WEST LINE OF LOT 28 AFORESAID AT A POINT 2.98 FEET (AS MEASURED ALONG SAID WEST LINE) NORTH OF THE SOUTHWEST THEREOF; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID LOT, 20.39 FEET TO AN ANGLE CORNER IN SAID LOT; THENCE NORTH 90 DEGREES 00 MINUTES 00

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SECONDS EAST ALONG A NORTH LINE OF SAID LOT, A DISTANCE OF 14.49 FEET TO AN ANGLE CORNER IN SAID LOT; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG A WEST LINE OF SAID LOT, A DISTANCE OF 9.06 FEET TO AN ANGLE CORNER IN SAID LOT; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG A SOUTH LINE OF SAID LOT, A DISTANCE OF 1.67 FEET AN ANGLE CORNER IN SAID LOT; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG A WEST LINE OF SAID LOT, A DISTANCE OF 5.12 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT, A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING;

LYING BELOW A HORIZONTAL PLANE HAVING AN UPPER ELEVATION OF 80.31 FEET AND ABOVE A HORIZONTAL PLANE HAVING A LOWER ELEVATION OF 66.04 FEET ABOVE CHICAGO CITY DATUM;

IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENTS FOR THE BENEFIT OF PARCELS 1 AND 2 AS SET FORTH IN THE RIVER PLAZA DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS RECORDED AS DOCUMENT NUMBER 94758750 AND SUMMARIZED AS FOLLOWS: FOR THE BENEFIT OF COMMERCIAL PROPERTY (PARCEL 1):

A) NON-EXCLUSIVE EASEMENT IN AND TO ALL STRUCTURAL MEMBERS, FOOTINGS, CAISSONS, FOUNDATIONS, COLUMNS AND BEAMS AND ANY OTHER SUPPORTING COMPONENTS. B) NON-EXCLUSIVE EASEMENT FOR THE USE FOR THEIR INTENDED PURPOSES OF ALL FACILITIES LOCATED IN THE RESIDENTIAL PROPERTY AND GARAGE PROPERTY AND CONNECTED TO FACILITIES WHICH PROVIDE OR SHALL BE NECESSARY OR DESIRABLE TO PROVIDE THE COMMERCIAL PROPERTY (PARCEL 1) WITH ANY UTILITIES OR OTHER SERVICES OR WHICH MAY OTHERWISE BE NECESSARY OR DESIRABLE TO THE OPERATION AND USE AND ENJOYMENT OF THE LAND.

C) NON-EXCLUSIVE EASEMENT PERMITTING ENCROACHMENTS IN THE EVENT AND TO THE EXTENT THAT, BY REASON OF THE ORIGINAL CONSTRUCTION, ANY CONSTRUCTION BETWEEN THE DATE OF ORIGINAL CONSTRUCTION AND THE DATE THEREOF OR ANY RECONSTRUCTION OR REPLACEMENT AUTHORIZED BY THE TERMS OF SAID DECLARATION, OR THE SUBSEQUENT SETTLEMENT OR SHIFTING OF ANY PART OF THE BUILDING, ANY PART OF THE RESIDENTIAL PROPERTY AND OR GARAGE PROPERTY (PARCEL 2).

D) NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS IN AN EMERGENCY SITUATION TO AND FROM, OVER, ON, ACROSS AND THROUGH THE RESIDENTIAL PROPERTY AND GARAGE PROPERTY.

E) NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR PERSONS, MATERIAL AND EQUIPMENT OVER, ON, ACROSS AND THROUGH THE RESIDENTIAL PROPERTY AND GARAGE PROPERTY,

F) NON-EXCLUSIVE EASEMENT FOR THE USE OF THE TRASH COMPACTOR, RUBBISH STORAGE, RUBBISH ROOM AND RUBBISH CHUTES LOCATED IN LOT 3 OF THE RESIDENTIAL PROPERTY.

G) NON-EXCLUSIVE EASEMENT FOR THE USE OF THE ELEVATORS AND ELEVATOR SHAFTS LOCATED WITHIN LOT 5 OF THE RESIDENTIAL PROPERTY WHICH CONNECT THE RESIDENTIAL IMPROVEMENTS TO THE FIRST FLOOR OF THE BUILDING, TO PROVIDE ACCESS, INGRESS AND EGRESS TO AND FROM COMMERCIAL PROPERTY.

H) NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN INGRESS AND EGRESS OVER AND UPON AND THROUGH ANY HALLWAYS, STAIRWAYS, WALKWAYS OR DRIVEWAYS LOCATED WITHIN OR ADJACENT TO THE BUILDING.

I) NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND ACCESS TO AND THE USE OF ANY LOADING DOCKS, SERVICE AREAS AND DELIVERY ENTRANCES LOCATED IN, ON, OR ABOUT THE RESIDENTIAL PROPERTY FOR SHIPPING AND DELIVERY AND SIMILAR PURPOSES.

J) NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS FROM AND TO PUBLIC ROADWAYS, OVER, ON, ACROSS, AND THROUGH THE GARAGE PROPERTY OR RESIDENTIAL PROPERTY AS MAY BE NECESSARY IN CONNECTION WITH THE USE OF PARKING SPACES IN THE GARAGE.

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- K) NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND ACCESS TO AND OVER THE TRUCK RAMP FACILITY LOCATED IN LOT 1 FOR ACCESS FROM THE ENTRANCE THERETO ADJACENT TO THE PLAZA DECK TO NORTH WATER STREET.
- L) NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS FROM AND TO PUBLIC ROADWAYS, OVER, ON, ACROSS, AND THROUGH THE DRIVEWAYS, SIDEWALKS, RAMPS, CURBS AND ROADWAYS CONTAINED IN AND ABOUT THE RESIDENTIAL PROPERTY AND GARAGE PROPERTY, INCLUDING, WITHOUT LIMITATION THE PLAZA DECK, AS MAY BE NECESSARY FOR THE USE AND MAINTENANCE OF THE COMMERCIAL IMPROVEMENTS.
- M) AN EASEMENT FOR THE USE OF THAT PORTION OF THE PLAZA DECK DELINEATED AS THE "PATIO AREA".
- N) AN EASEMENT FOR ACCESS, INGRESS AND EGRESS THROUGH THE AREA OF THE GARAGE PROPERTY LOCATED IN LOT 1 ON THE GARAGE AND BUILDING SERVICES SUB-LEVEL 1 PORTION OF THE BUILDING TO AND FROM, AND THE USE FOR STORAGE AND OTHER PURPOSES OF LOT NO. 11.
- O) AN EASEMENT IN AND TO ALL COMMON WALLS, FLOORS AND CEILINGS SERVING PARCEL 1 AND FOR THE USE OF SUCH COMMON WALLS, FLOORS AND CEILINGS.
- P) A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND DELIVERY OF SUPPLIES TO AND FROM, AND USE OF, THE AREA OF GARAGE FORMING LOT 6.
- Q) A NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR ACCESS, INGRESS AND EGRESS TO, FROM, OVER AND ACROSS THE PLAZA DECK TO WABASH AVENUE AND FOR PEDESTRIAN ACCESS, INGRESS AND EGRESS TO, FROM, OVER AND ACROSS THE PLAZA DECK FOR ACCESS TO THE BRIDGE WALKWAY CONNECTING TO THE PLAZA DECK AND EXTENDING ACROSS RUSH STREET.
- R.) A NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN ACCESS, INGRESS AND EGRESS TO AND FROM LOT NO 10 THROUGH AND ACROSS THE FIRST FLOOR OF THE GARAGE.
- S.) A NON-EXCLUSIVE EASEMENT FOR THE USE OF THE ELEVATOR SHAFT AND RAILS THERETO LOCATED IN OR PASSING THROUGH THE RESIDENTIAL PROPERTY FOR THE FREIGHT ELEVATOR LOCATED IN LOT NO. 4 AND FOR ACCESS, INGRESS AND EGRESS TO AND FROM AND PERMITTING THE USE AND MAINTENANCE OF SUCH FREIGHT ELEVATOR AND THE ELEVATOR MAINTENANCE ROOM LOCATED IN LOT NO. 4 AND FOR ACCESS, INGRESS AND EGRESS THROUGH AND ACROSS THE ELEVATOR LOBBIES ADJACENT TO THE FREIGHT ELEVATOR AND THE COMMON CORRIDORS OF THE RESIDENTIAL PROPERTY ADJACENT THERETO.
- T.) A NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS AND EGRESS THROUGH AND ACROSS THE FIRST FLOOR OF THE GARAGE PROPERTY PERMITTING THE USE AND MAINTENANCE OF THE GREASE TRAPS LOCATED THEREIN.
- U) A NON-EXCLUSIVE EASEMENT ON, TO AND OVER, THE PLAZA DECK AND THE RESIDENTIAL PROPERTY TO PERMIT MAINTENANCE OF THE ATRIUM. V.) AN EASEMENT FOR THE USE OF THE EXHAUST SHAFTS AND DUCTS AND RELATED VENTILATION EQUIPMENT SERVING LOTS 25, 26 AND 29 OF THE COMMERCIAL PROPERTY AND LOCATED IN OR PASSING THROUGH LOTS 46 AND 48 OF THE RESIDENTIAL PROPERTY PERMITTING EXHAUST VENTILATION TO THE POOL DECK. W.) A NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN ACCESS, INGRESS AND EGRESS TO AND FROM LOT NO. 7 (LAUNDRY ROOM) LOCATED ON THE GARAGE BUILDING SERVICES SUB LEVEL 1 AS SHOWN ON PAGE 1-12 OF THE PLANS THROUGH AND ACROSS THE RESIDENTIAL PROPERTY TO LOT NO. 27 AND TO THE EXTERIOR WALKWAY ON THE EAST SIDE OF THE BUILDING.
- X.) AN EASEMENT PERMITTING ENCROACHMENTS ON AND OVER THE PLAZA DECK FOR THE CONSTRUCTION AND MAINTENANCE OF THE ENTRANCE CANOPIES, CANOPY SUPPORT COLUMNS, EXTERIOR LIGHTING FIXTURES, STOOPS, STAIRWAYS, DOORWAYS AND RELATED FACILITIES ATTACHED TO OR FORMING PART OF THE COMMERCIAL PROPERTY OR THE IMPROVEMENTS THEREON.

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