

Prepared By and After Recording  
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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/23/2016 09:25 AM PG: 1 OF 9

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898306408  
(4/5)

Property  
ASSIGNMENT OF LEASES & RENTS

THIS ASSIGNMENT OF LEASES AND RENTS is made as of the 14 day of December, 2016, by **Kireland North Dearborn Street Chicago, LLC**, a Delaware limited liability company (the "**Assignor**"), with an address at 18851 N.E. 29th Avenue, Suite 303, Aventura, Florida 33180, in favor of **Citibank, N.A.**, a national banking association (the "**Assignee**"), whose address is 1615 Brett Road, Ops III, New Castle, DE 19720, Attention: Brenna Makin.

RECITALS

A. Assignor is the owner of the property described on Exhibit "A" attached hereto (the "**Mortgaged Premises**"); and

B. Assignee made a loan (the "**Loan**") to Assignor, Kireland Commercial Avenue Chicago, LLC, a Delaware limited liability company, Kireland Genesis Drive North Aurora, LLC, a Delaware limited liability company, Kireland 83rd Street Chicago, LLC, a Delaware limited liability company, Kireland Belvidere Street Waukegan, LLC, a Delaware limited liability company, Kireland South Elgin Illinois, LLC, a Delaware limited liability company, Kireland Hagen Ranch Road Boynton Beach, LLC, a Florida limited liability company, Kireland 41st Street Doral, LLC, a Florida limited liability company, Kireland Lake Underhill Road Orlando, LLC, a Florida limited liability company, Kireland 43rd Avenue Homestead, LLC, a Florida limited liability company, Kireland 137th Avenue Miami, LLC, a Florida limited liability company, Kireland 288th Street Miami, LLC, a Florida limited liability company, Kireland Swann Avenue Tampa, LLC, a Florida limited liability company, Kireland Coral Terrace, LLC, a Delaware limited liability company, Kireland Kirby Plaza Houston, LLC, a Delaware limited liability company, Kireland Peachtree Road Atlanta, LLC, a Delaware limited liability company, Kireland LLC, a Delaware limited liability company, Kireland Westheimer Road Houston, LLC, a Delaware limited liability company, and Kireland Main Street Fairfax, LLC, a Delaware limited liability company (collectively, the "**Borrower**") as evidenced by a Promissory Note executed of even date herewith by Borrower in favor of Assignee and in the stated principal amount of Seventy-Five Million and 00/100 Dollars (\$75,000,000.00) (the "**Note**"), which Loan is being disbursed pursuant to the terms and conditions set forth in a Loan Agreement executed of even date herewith by Borrower and Mortgagee (the "**Loan Agreement**"); and

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C. Borrower's obligations under the Loan Agreement and Note are secured inter alia by a Mortgage, Assignment of Rents, Security Agreement and Fixture Filing executed of even date herewith by Assignor in favor of Assignee encumbering the Mortgaged Premises (the "**Mortgage**") (the Loan Agreement, Note, Mortgage and the all other such instruments evidencing or securing the Loan shall hereinafter collectively be referred to as the "**Loan Documents**").

D. In order to better secure the repayment of the sums owing by, and performance of the obligations of, Borrower to Assignee under the Loan Documents, Assignor has agreed to assign to Assignee all right, title and interest of Assignor in the Additional Collateral, as herein defined.

NOW THEREFORE, in consideration of and as an inducement to the making by the Assignee to the Assignor of the Loan, the Assignor does hereby assign, transfer and set over to the Assignee all the right, title and interest of the Assignor in, under and by virtue of all leases, and any subleases thereunder, of the Mortgaged Premises existing on the date hereof and any and all such other or further leases, or subleases hereafter existing, of space at the Mortgaged Premises (hereinafter collectively referred to as the "**Assigned Leases**"), which term shall be deemed to include all such leases and subleases and all extensions or renewals thereof including specifically, but not by way of limitation, all the right, power and privilege of the Assignor in and to any security deposits thereunder or guarantees thereof and to cancel, terminate or accept the surrender of any Assigned Leases, to accept prepayment of more than one periodic installment of rent thereunder, or to modify or abridge any of the terms, covenants and conditions of any such Assigned Lease so as to reduce the term thereof or the rental payable thereunder or to change any renewal privilege therein contained without the prior written consent of the Assignee, together with all of the rents, issues and profits which may be or become due, or to which the Assignor may now or hereafter become entitled, arising or issuing out of the Assigned Leases, or from or out of the Mortgaged Premises or any part thereof (collectively, the "**Additional Collateral**").

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns, until such time as the indebtedness secured by the Mortgage shall have been paid in full. This Assignment is intended by Assignor and Assignee to create, and be construed to create, an absolute assignment to Assignee, subject only to the terms and provisions hereof, and not as an assignment as security for the performance of the obligations secured by the Mortgage, or any other indebtedness of Assignor.

This instrument of assignment is delivered and accepted upon the following terms and conditions:

1. So long as no default shall exist under the Mortgage, or under this Assignment, beyond the expiration of any applicable notice, grace or cure period, the Assignor shall have a revocable license to manage and operate the Mortgaged Premises and to collect, receive and apply for its own account all rents, issues and profits accruing by virtue of such Assigned Leases, and to execute and deliver proper receipts and acquittances therefor.

2. Immediately upon the occurrence of any default under the Mortgage, or under this Assignment, subject to any applicable period of grace or cure, and until such default shall have been cured, the license mentioned in the foregoing paragraph "1" hereof shall cease and terminate, and in such event the Assignee is hereby expressly and irrevocably authorized to enter and take possession of the Mortgaged Premises by actual physical possession, or by written notice delivered by hand or sent by recognized overnight courier which provides evidence of receipt, or sent by certified or registered mail to the Assignor, at the address set forth above, as the Assignee may elect, and no further authorization shall be required. Notice shall be deemed given when delivered by hand or one (1) day after delivery to such recognized overnight courier or three (3) days after being posted with the United States Postal Service addressed as aforesaid. During the continuance of any default (beyond the expiration of any applicable

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notice, grace or cure period), the Assignee shall have the right power and authority, without the obligation, with or without entry and the taking of possession to do any or all of the following:

- (a) manage and operate the Mortgaged Premises or any part thereof;
- (b) lease any part or parts thereof for such periods of time, and upon such terms and conditions as the Assignee may, in its discretion, deem proper;
- (c) enforce, cancel or modify any Assigned Lease covering the Mortgaged Premises or any part thereof;
- (d) demand, collect, sue for, attach, levy, recover, receive, compromise and adjust, and make, execute and deliver receipts and releases for all rents, issues and profits that may then be or may thereafter become due, owing or payable with respect to the Mortgaged Premises or any part thereof from any present or future lessees, tenants, subtenants or occupants thereof;
- (e) institute, prosecute to completion or compromise and settle, all summary proceedings, actions for rent or for removing any and all lessees, tenants, subtenants or occupants of the Mortgaged Premises or any part or parts thereof;
- (f) enforce or enjoin or restrain the violation of any of the terms, provisions and conditions of any Assigned Lease affecting the Mortgaged Premises or any part thereof;
- (g) make such repairs and alterations to the Mortgaged Premises as Assignee may, in its discretion, deem proper;
- (h) pay, from and out of rents, issues and profits collected in respect of the Mortgaged Premises or any part thereof, or from or out of any other funds, the rent and all other charges required to be paid under any ground lease on which the Mortgage may constitute a lien, any taxes, assessments, water rates, sewer rates, or other government charges levied, assessed or imposed against the Mortgaged Premises, or any portion thereof, and also any and all other charges, costs and expenses which it may be necessary or advisable for the Assignee to pay in the management or operation of the Mortgaged Premises, including (without limiting the generality of any rights, powers, privileges and authority hereinbefore or hereinafter conferred) the costs of such repairs and alterations, commissions for renting the Mortgaged Premises or any portions thereof, and legal expenses in enforcing claims, preparing papers or for any other services that may be required; and
- (i) generally do, execute and perform any other act, deed, matter or thing whatsoever that ought to be done, executed and performed in and about or with respect to the Mortgaged Premises, as fully as the Assignor might do.

The Assignee shall have the right, power and authority, without the obligation, to use and apply any rents, issues and profits received hereunder to any or all of the following in any order, in its sole discretion: (a) for the payment of any and all costs and expenses incurred in connection with enforcing or defending the terms of this Assignment or the rights of the Assignee hereunder, and collecting any rents, issues and profits; and (b) for the operation and maintenance of the Mortgaged Premises and the payment of all costs and expenses in connection therewith including, without limitation, the payment of (i) rentals and other charges payable by Assignor under any ground lease affecting the Mortgaged Premises, (ii) interest, principal or other amounts with respect to any and all loans secured by mortgages on the Mortgaged Premises, including, without limitation, the Mortgage, (iii) taxes, assessments, water charges and sewer rents and other governmental charges levied, assessed or imposed against the Mortgaged

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Premises, or any part thereof, (iv) insurance premiums, (v) costs and expenses with respect to any litigation affecting the Mortgaged Premises, the Assigned Leases or the rents, issues and profits, (vi) wages and salaries of employees, commissions of agents and attorneys' fees, and (vii) any amounts due the Assignee under paragraph 4 hereof. After the payment of such costs and expenses and after the Assignee shall have set up such reserves as it, in its sole discretion, shall deem necessary or appropriate for proper operation and management of the Mortgaged Premises, the Assignee shall apply all remaining rents, issues and profits collected and received by it to the reduction of the indebtedness secured by the Mortgage. Exercise or nonexercise by the Assignee of the rights granted in this Assignment, or collection and application of any rents, issues and profits by the Assignee or its agent shall not be a waiver of any default by Assignor under this Assignment, the Mortgage, any note referred to therein or any other document or agreement relating thereto. The Assignee shall be accountable to the Assignor only for monies actually received by the Assignee pursuant to this Assignment.

For the purpose of this paragraph "2", a default shall be deemed to be cured only when the Assignor shall have paid in full all sums owing and past due, and/or shall have performed all other terms, covenants and conditions, failure in the performance of which terminated the license hereinabove mentioned.

3. The Assignor hereby irrevocably directs each lessee under each Assigned Lease, and each lessee under any other lease which shall hereafter become an Assigned Lease, upon demand and notice from the Assignee of the Assignor's default under the Mortgage or under this Assignment to pay the Assignee all rents, issues and profits accruing or due under its Assigned Lease from and after the receipt of such demand and notice. Any lessee making such payment to the Assignee shall be under no obligation to inquire into or determine the actual existence of any such default claimed by the Assignee.

4. The Assignor hereby agrees to indemnify and hold the Assignee harmless against and from any and all liability, loss, damage and expense, including reasonable attorneys' fees, which it may or shall incur under any of said Assigned Leases, or by reason of this Assignment, or by reason of any action taken by the Assignee hereunder (except for Assignee's gross negligence or willful misconduct), and against and from any and all claims and demands whatsoever which may be asserted against the Assignee by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants and conditions contained in any of the said Assigned Leases. Should the Assignee incur any such liability, loss, damage or expense, the amount thereof, together with interest thereon at the Default Rate (defined in the Loan Agreement) shall be payable by the Assignor to the Assignee immediately upon demand, or at the option of the Assignee, the Assignee may reimburse itself therefor out of any rents, issues or profits of the Mortgaged Premises collected by the Assignee. Nothing contained herein shall operate or be construed to obligate the Assignee to perform any of the terms, covenants or conditions contained in any Assigned Leases or otherwise to impose any obligation upon the Assignee with respect to any of said Assigned Leases, including, but not limited to, any obligation arising out of any covenant of quiet enjoyment therein contained, in the event that any lessee shall have been joined as a party defendant in any action to foreclose the Mortgage and the estate of such lessee shall have been thereby terminated. Prior to actual entry into and taking possession of the Mortgaged Premises by the Assignee, this Assignment shall not operate to place upon the Assignee any responsibility for the operation, control, care, management or repair of the Mortgaged Premises, and the execution of this Assignment by the Assignor shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Mortgaged Premises is and shall be that of the Assignor, prior to such actual entry and taking of possession.

5. The Assignor represents and warrants that the Assignor has duly and punctually performed, and shall continue to perform, all and singular the material terms, conditions and covenants of the aforesaid Assigned Leases on Assignor's part to be kept, observed and performed; that the Assignor

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has not sold, assigned, transferred, mortgaged or pledged any of the rents, issues and profits from the Mortgaged Premises or any part thereof, whether now due or hereafter to become due, to any person, firm or corporation other than the Assignee and to the holder of a subordinate mortgage or mortgages, if any, approved by the Assignee; that the Assigned Leases are valid and are in full force and effect; that no rents, issues or profits of the Mortgaged Premises, or any part or parts thereof, becoming due subsequent to the date hereof have been collected for more than one month subsequent to the date hereof, nor has payment of any of the same been anticipated, waived, released, discounted or otherwise discharged or compromised and that no lessee thereunder is in default under any of the material terms of its Assigned Lease. The Assignor agrees that the Assignor will enforce or secure the performance of each and every material obligation, covenant, condition and agreement to be performed by each lessee under the Assigned Leases.

6. Failure of the Assignee to avail itself of any of the terms, covenants and conditions of this Assignment for any period of time, or at any time or times, shall not be construed or deemed to be a waiver of any of its rights hereunder. The rights and remedies of the Assignee under this Assignment are cumulative and are not in lieu of but are in addition to any other rights and remedies which the Assignee shall have under or by virtue of the Mortgage. The rights and remedies of the Assignee hereunder may be exercised from time to time and as often as such exercise is deemed expedient.

7. The Assignee shall have the right to assign to any subsequent holder of the Mortgage, or to any person acquiring title to the Mortgaged Premises, the Assignor's rights, title and interest in any Assigned Lease hereby or hereafter assigned, subject, however, to the provisions of this Assignment. After the Assignor shall have been barred and foreclosed of all right, title and interest and equity of redemption in the Mortgaged Premises, no assignee of the Assignor's interest in the Assigned Leases shall be liable to account to the Assignor for any rents, income, revenues, issues or profits thereafter accruing.

8. Upon payment in full of all the indebtedness secured by the Mortgage, as evidenced by a recorded satisfaction or release of Mortgage, as well as any sums which may be payable hereunder, this Assignment shall become and be void and of no effect and in that event, upon the request of the Assignor, the Assignee covenants to execute and deliver to the Assignor instruments effective to evidence the termination of this Assignment and/or the reassignment to the Assignor of the rights, power and authority granted herein, provided, however, that, as to any lessee of any portion of the Mortgaged Premises, any affidavit, certificate or other written statement of any officer of the Assignee, stating that any part of said indebtedness remains unpaid, shall be and constitute conclusive evidence of the then validity, effectiveness and continuing force of this Assignment and any person, firm or corporation receiving any such affidavit, certificate or statement may, and is hereby authorized to rely thereon. As against the Assignee, at all times during which this Assignment shall be in effect there shall be no merger of the Assigned Leases or the leasehold estates created thereby with the Assignor's estate in the Mortgaged Premises by reason of the fact that said leases or any interest therein may be held by or for the account of any person, firm or corporation which may be or become the owner of said Assignor's estate, unless the Assignee shall consent in writing to said merger.

9. No change, amendment, modification, cancellation or discharge hereof, or of any part hereof, shall be valid unless the Assignee shall have consented thereto in writing.

10. In the event there is any conflict between the terms and provisions of the Mortgage and the terms and provisions of this Assignment, the terms and provisions of this Assignment shall prevail.

11. The terms, covenants and conditions contained herein shall inure to the benefit of, and bind the Assignee and the Assignor and their respective distributees, legal representatives, successors and assigns.

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12. This Assignment shall be governed by, construed and enforced in accordance with the laws of the State of Illinois.

13. The acceptance by Assignee of this Assignment, with all of the rights, powers, privileges, and authority created herein shall not, prior to actual entry upon and taking possession of the Mortgaged Premises by Assignee, be deemed or construed to constitute Assignee a "Mortgagee in Possession," nor obligate Assignee to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Assigned Leases; nor shall Assignee be liable in any way for any injury or damage to person or property sustained by any person or persons, firm or corporation in or about the Mortgaged Premises except as may result from its gross negligence or willful misconduct.

[Signature page to follow]

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the Assignor has caused this Assignment of Leases and Rents to be duly executed as of the date first written above.

ASSIGNOR:

**Kireland North Dearborn Street Chicago, LLC,**  
a Delaware limited liability company

By: Kireland Holdings, LLC,  
a Florida limited liability company,  
Managing Member

By: [Signature]  
Alex Kurkin, Manager

Witnesses:

[Signature]  
Print Name: Lucille Bevans  
First Witness

[Signature]  
Print Name: Melissa Munchick  
Second Witness

STATE OF FLORIDA )  
                                  )  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of December, 2016, by Alex Kurkin, the Manager of Kireland Holdings, LLC, a Florida limited liability company, the Managing Member of Kireland North Dearborn Street Chicago, LLC, a Delaware limited liability company, on behalf of the foregoing limited liability companies. He is personally known to me (YES) (NO) or has produced \_\_\_\_\_ as identification.



(NOTARY SEAL)

[Signature]  
Printed Name: Lucille Bevans  
Notary Public for the State of Florida  
Serial Number (if any): \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

PROPERTY OF COOK COUNTY CLERK'S Office

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## Exhibit "A"

### Legal Description

PARCEL 1:

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY (ALL TAKEN AS ONE TRACT) LYING EAST OF THE WEST 140.00 FEET THEREOF:

LOTS 1 THROUGH 6, BOTH INCLUSIVE, IN OGDEN'S SUBDIVISION OF BLOCK 18 IN WOLCOTT'S ADDITION TO CHICAGO AND LOTS 1 THROUGH 5, BOTH INCLUSIVE, IN JOHN SEBA'S SUBDIVISION OF LOTS 7 AND 8 IN OGDEN'S SUBDIVISION OF BLOCK 18 IN WOLCOTT'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTHEAST 1/4, OF SECTION 9 TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

THAT PART LYING ABOVE A HORIZONTAL PLANE AT THE VERTICAL ELEVATION (CHICAGO CITY DATUM) OF 12.00 FEET AND BELOW THE HORIZONTAL PLANES FORMED BY CONNECTING THE VERTICES FORMED BY CONNECTING THE VERTICAL ELEVATION POINTS ATTACHED TO THE FOLLOWING CALLS OF THE PROPERTY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT, HAVING A VERTICAL ELEVATION OF 29.85 FEET; THENCE NORTH  $00^{\circ}03'47''$  EAST ALONG THE WEST LINE OF SAID TRACT 80.30 FEET TO THE WESTERLY EXTENSION OF THE CENTERLINE OF AN INTERIOR WALL, TO A POINT HAVING A VERTICAL ELEVATION OF 29.85 FEET (THE FOLLOWING TWENTY-FIVE (25) CALLS BEING ALONG THE CENTERLINE OF INTERIOR WALLS); THENCE NORTH  $89^{\circ}58'16''$  EAST, 28.43 FEET, TO A POINT HAVING A VERTICAL ELEVATION OF 28.78 FEET; THENCE SOUTH  $00^{\circ}01'44''$  EAST, 10.34 FEET, TO A POINT HAVING A VERTICAL ELEVATION OF 29.01 FEET; THENCE NORTH  $89^{\circ}58'16''$  EAST, 6.22 FEET, TO A POINT HAVING A VERTICAL ELEVATION OF 28.70 FEET; THENCE CONTINUING NORTH  $89^{\circ}58'16''$  EAST, ALONG A LINE COMMENCING AT A POINT PLUMB TO THE LAST DESCRIBED POINT, HAVING AN ELEVATION OF 30.20 FEET, A DISTANCE OF 17.86 FEET AND HAVING A VERTICAL ELEVATION OF 30.20 FEET; THENCE SOUTH  $00^{\circ}01'44''$  EAST, 23.27 FEET, TO A POINT HAVING A VERTICAL ELEVATION OF 30.20 FEET; THENCE SOUTH  $89^{\circ}58'16''$  WEST, 16.09 FEET, TO A POINT HAVING A VERTICAL ELEVATION OF 30.20 FEET; THENCE NORTH  $00^{\circ}01'44''$  WEST, 13.55 FEET, TO A POINT HAVING A VERTICAL ELEVATION OF 30.20 FEET; THENCE SOUTH  $89^{\circ}58'16''$  WEST, 8.00 FEET, TO A POINT HAVING A VERTICAL ELEVATION OF 30.20 FEET; THENCE SOUTH  $00^{\circ}01'44''$  EAST ALONG A LINE COMMENCING AT A POINT PLUMB TO THE LAST DESCRIBED POINT HAVING AN ELEVATION OF 29.22 FEET, A DISTANCE OF 18.64 FEET AND HAVING A VERTICAL ELEVATION OF 29.85 FEET; THENCE NORTH  $89^{\circ}58'16''$  EAST, 23.75 FEET; TO A POINT HAVING A VERTICAL ELEVATION OF 29.85 FEET; THENCE SOUTH  $00^{\circ}01'44''$  EAST, 1.67 FEET; TO A POINT HAVING A VERTICAL ELEVATION OF 29.85 FEET; THENCE NORTH  $89^{\circ}58'16''$  EAST, 29.74 FEET, TO A POINT HAVING A VERTICAL ELEVATION OF 29.85 FEET; THENCE NORTH  $00^{\circ}01'44''$  WEST, 0.98 FEET, TO A POINT HAVING A VERTICAL ELEVATION OF 29.85 FEET; THENCE NORTH  $89^{\circ}58'16''$  EAST, 17.50 FEET, TO A POINT HAVING A VERTICAL ELEVATION OF 29.85 FEET; THENCE NORTH  $00^{\circ}01'44''$  WEST, 5.83 FEET, TO A POINT HAVING A VERTICAL ELEVATION OF 29.85 FEET; THENCE NORTH  $89^{\circ}58'16''$  EAST,



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4.70 FEET TO A POINT HAVING A VERTICAL ELEVATION OF 29.85 FEET; THENCE NORTH 00°01'44" WEST, 0.55 FEET, TO A POINT HAVING A VERTICAL ELEVATION OF 29.85 FEET; THENCE NORTH 89°58'16" EAST, 11.85 FEET, TO A POINT HAVING A VERTICAL ELEVATION OF 29.85 FEET; THENCE NORTH 00°01'44" WEST, 12.49 FEET, TO A POINT HAVING A VERTICAL ELEVATION OF 29.85 FEET; THENCE NORTH 89°58'16" EAST, 18.90 FEET TO A POINT, HAVING A VERTICAL ELEVATION OF 29.85; THENCE SOUTH 00°01'44" EAST, 5.26 FEET, TO A POINT HAVING A VERTICAL ELEVATION OF 29.85 FEET; THENCE NORTH 89°58'16" EAST, 17.34 FEET, TO A POINT HAVING A VERTICAL ELEVATION OF 29.85 FEET; THENCE SOUTH 00°01'44" EAST, 8.26 FEET, TO A POINT HAVING A VERTICAL ELEVATION OF 29.85 FEET; THENCE NORTH 89°58'16" EAST, 28.95 FEET, TO A POINT HAVING A VERTICAL ELEVATION OF 29.85 FEET; TO THE EAST LINE OF SAID TRACT; THENCE SOUTH 00°02'06" EAST ALONG THE EAST LINE OF SAID TRACT, 45.87 FEET, TO A POINT HAVING A VERTICAL ELEVATION OF 29.85 FEET, TO THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 89°57'37" WEST ALONG THE SOUTH LINE OF SAID TRACT, 181.30 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR SUPPORT, COMMON WALLS, CEILING AND FLOORS, EQUIPMENT AND UTILITIES, CONSTRUCTION EASEMENT, UPPER ROOF, LOADING AREA AND EMERGENCY ACCESS, PARTICULARLY DESCRIBED AND DEFINED IN THE AGREEMENT AND DECLARATION OF EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS MADE BY AND AMONG POINTE REYES, L.L.C. AND FARALLON DEVELOPMENT GROUP, LLC. RECORDED AUGUST 29, 2001 AS DOCUMENT NO. 0010802894 AS AMENDED BY DOCUMENT NO. 0011241862, WHICH ARE APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 4 AFORESAID.

Common Address

600 North Dearborn Street, Chicago, IL

Property Index Number

17-09-233-023-0000

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