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This document was prepared by,  
and after recording, return to:

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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 02/05/2018 02:56 PM PG: 1 OF 19

Permanent Tax Index Numbers:

- 14-30-319-015-0000
- 14-30-319-016-0000
- 14-30-319-030-0000
- 14-30-319-032-0000
- 14-30-319-034-0000
- 14-30-319-035-0000
- 14-30-319-037-0000
- 14-30-301-006-0000
- 14-30-301-008-0000
- 14-30-301-009-0000
- 14-30-301-031-0000

*This space reserved for Recorders use only.*

Property Address:

2020 W. Fullerton Avenue,  
Chicago, Illinois

JUNIOR ASSIGNMENT OF RENTS AND LEASES

This JUNIOR ASSIGNMENT OF RENTS AND LEASES dated as of November 17, 2017 (the "Assignment"), is executed by **TCA-2020 WEST, L.L.C., an Illinois limited liability company** (the "Assignor"), to and for the benefit of **JPMORGAN CHASE BANK, N.A., a national banking association, its successors and assigns** (the "Assignee").

RECITALS:

A. The Assignee has agreed to loan to the Assignor the maximum principal amount of THIRTEEN MILLION FIVE HUNDRED THOUSAND and 00/100 Dollars (\$13,500,000.00) (the "Loan"), as evidenced by that certain Promissory Note dated even date herewith (as the same may be amended, modified, replaced or restated from time to time, the "Note"), executed by the Assignor and made payable to the order of the Assignee and Loan Agreement of even date herewith (as the same way be amended, modified, replaced or restated from time to time, the "Loan Agreement") executed by and among Assignor and Assignee.

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B. A condition precedent to the Assignee's making of the Loan to the Assignor is the execution and delivery by the Assignor of this Assignment.

C. The liens, rights, titles, interests and remedies granted or created by this Assignment are junior, subject and subordinate to those granted or created by: (i) that certain Construction Mortgage Security Agreement, Assignment of Rents and Leases and Fixture Filing dated January 4, 2017, executed by Assignor in favor of Assignee (the "Prior Mortgage") and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on January 4, 2017, as Document Number 1700445090, as thereafter amended from time to time, and (ii) that certain Assignment of Rents and Leases and dated January 4, 2017, executed by Assignor in favor of Assignee (the "Prior Assignment", and together with the Prior Mortgage, the "Permitted Exceptions") and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on January 4, 2017, as Document Number 1700445091, as thereafter amended from time to time.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

## A G R E E M E N T S:

1. Definitions. All capitalized terms which are not defined herein shall have the meanings ascribed thereto in that certain Junior Construction Mortgage, Security Agreement, Assignment of Rents and Leases And Fixture Filing dated as of even date herewith, executed by the Assignor to and for the benefit of the Assignee (the "Mortgage") or in the Loan Agreement.

2. Grant of Security Interest. The Assignor hereby grants, transfers, sets over and assigns to the Assignee, all of the right, title and interest of the Assignor in and to (i) all of the rents, revenues, issues, profits, proceeds, receipts, income, accounts and other receivables arising out of or from the land legally described in Exhibit "A" attached hereto and made a part hereof and all buildings and other improvements located thereon (said land and improvements being hereinafter referred to collectively as the "Premises"), including, without limitation, lease termination fees, purchase option fees and other fees and expenses payable under any lease and all revenues, rentals, rent equivalents, receipts, income and profits from guest rooms, meeting rooms, food and beverage facilities, vending machines, telephone systems, guest laundry and any other items of revenue, receipts and/or income as identified in the Uniform System of Accounts for the lodging industry, 11th Edition, International Association of Hospitality Accountants (2014), as from time to time amended; (ii) all leases and subleases (each, a "Lease", and collectively, the "Leases"), now or hereafter existing, of all or any part of the Premises together with all guaranties of any of such Leases and all security deposits delivered by tenants thereunder, whether in cash or letter of credit; (iii) all rights and claims for damage against tenants arising out of defaults under the Leases, including rights to termination fees and compensation with respect to rejected Leases pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and (iv) all tenant improvements and fixtures located on the Premises. This Assignment is an absolute transfer and assignment of the foregoing interests to the Assignee given to secure:

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(a) the payment by the Assignor when due of (i) the indebtedness evidenced by the Note and any and all renewals, extensions, replacements, amendments, modifications and refinancings thereof; (ii) any and all other indebtedness and obligations that may be due and owing to the Assignee by the Assignor under or with respect to the Loan Documents (as defined in the Loan Agreement referenced in the Mortgage); and (iii) all costs and expenses paid or incurred by the Assignee in enforcing its rights hereunder, including without limitation, court costs and reasonable attorneys' fees;

(b) the observance and performance by the Assignor of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of the Assignor or any other obligor to or benefiting the Assignee which are evidenced or secured by or otherwise provided in the Loan Agreement, Note, this Assignment or any of the other Loan Documents, together with all amendments and modifications thereof; and

(c) any obligations of Assignor arising now or hereafter under or in connection with any Rate Management Transaction (as defined in the Loan Agreement). Notwithstanding anything to the contrary contained herein, if the Borrower is not Assignor, then the obligations secured by this Agreement shall specifically exclude any and all Excluded Swap Obligations. The foregoing limitation of the definition of Obligations shall only be deemed applicable to the obligations of Assignor (or solely any particular Assignor(s) if there is more than one Assignor) under the particular Swap (or Swaps), or, if arising under a master agreement governing more than one Swap, the portion thereof, that constitute Excluded Swap Obligations. As used herein, (i) "Excluded Swap Obligations" means, with respect to each Assignor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a Swap if, and to the extent that, all or any portion of this Assignment that relates to the obligations under such Swap is or becomes illegal as to such Assignor under the Commodity Exchange Act (7 U.S.C. §1 et seq.), as amended from time to time, and any successor statute (the "CEA"), or any rule, regulation, or order of the Commodity Futures Trading Commission (the "CFTC"), by virtue of such Assignor's failure for any reason to qualify as an "eligible contract participant" (as defined in the CEA and regulations promulgated thereunder) on the Eligibility Date for such Swap; (ii) "Eligibility Date" means the date on which this Assignment becomes effective with respect to the particular Swap (for the avoidance of doubt, the Eligibility Date shall be the date of the execution of the particular Swap if this Assignment is then in effect, and otherwise it shall be the date of execution and delivery of this Assignment); and (iii) "Swap" means any "swap" as defined in Section 1a(47) of the CEA and regulations thereunder between Assignor and Assignee, other than (A) a swap entered into on, or subject to the rules of, a board of trade designated as a contract market under Section 5 of the CEA, or (B) a commodity option entered into pursuant to CFTC Regulation 32.3(a).

3. Representations and Warranties of the Assignor. The Assignor represents and warrants to the Assignee that:

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(a) this Assignment, as executed by the Assignor, constitutes the legal and binding obligation of the Assignor enforceable in accordance with its terms and provisions;

(b) the Assignor is the lessor under all Leases;

(c) except with respect to the Permitted Exceptions (defined below), there is no other existing assignment of the Assignor's entire or any part of its interest in or to any of the Leases, or any of the rents, issues, income or profits assigned hereunder, nor has the Assignor entered into any agreement to subordinate any of the Leases or the Assignor's right to receive any of the rents, issues, income or profits assigned hereunder;

(d) except with respect to the Permitted Exceptions, the Assignor has not executed any instrument or performed any act which may prevent the Assignee from operating under any of the terms and provisions hereof or which would limit the Assignee in such operation, and

(e) there are no defaults by the landlord and, to the Assignee's knowledge, there are no material defaults by tenants under any Leases.

4. Covenants of the Assignor. The Assignor covenants and agrees that so long as this Assignment shall be in effect:

(a) except as provided below, the Assignor shall not lease any portion of the Premises unless the Assignor obtains the Assignee's prior written consent to all aspects of such lease;

(b) the Assignor shall observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and the Assignor shall not do or suffer to be done anything to impair the security thereof. The Assignor shall not (i) release the liability of any tenant under any Lease except as provided below, (ii) consent to any tenant's withholding of rent except as provided below, or making monetary advances and off-setting the same against future rentals, (iii) except as provided below, consent to any tenant's claim of a total or partial eviction, (iv) except as provided below, consent to a tenant termination or cancellation of any Lease, except as specifically provided therein, or (v) enter into any oral leases with respect to all or any portion of the Premises;

(c) the Assignor shall not collect any of the rents, issues, income or profits assigned hereunder more than thirty days in advance of the time when the same shall become due, except for security or similar deposits;

(d) except with respect to the Permitted Exceptions, the Assignor shall not make any other assignment of its entire or any part of its interest in or to any or all Leases,

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or any or all rents, issues, income or profits assigned hereunder, except as specifically permitted by the Loan Documents;

(e) except as provided below, the Assignor shall not modify the terms and provisions of any Lease, nor shall the Assignor give any consent (including, but not limited to, any consent to any assignment of, or subletting under, any Lease, except as expressly permitted thereby) or approval, required or permitted by such terms and provisions or cancel or terminate any Lease, without the Assignee's prior written consent; provided, however, that the Assignor may cancel or terminate any Lease as a result of a material default by the tenant thereunder and failure of such tenant to cure the default within the applicable time periods set forth in the Lease;

(f) except as provided below, the Assignor shall not accept a surrender of any Lease or convey or transfer, or suffer or permit a conveyance or transfer, of the premises demised under any Lease or of any interest in any Lease so as to effect, directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of, any tenant thereunder; any termination fees payable under a Lease for the early termination or surrender thereof shall be paid jointly to the Assignor and the Assignee

(g) except as provided below, the Assignor shall not alter, modify or change the terms of any guaranty of any Lease, or cancel or terminate any such guaranty or do or permit to be done anything which would terminate any such guaranty as a matter of law;

(h) except as provided below, the Assignor shall not waive or excuse the obligation to pay rent under any Lease;

(i) the Assignor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the lessor or any tenant or guarantor thereunder, and shall pay all costs and expenses of the Assignee, including court costs and reasonable attorneys' fees, in any such action or proceeding in which the Assignee may appear;

(j) except as provided below, the Assignor shall give prompt notice to the Assignee of any notice of any default by the lessor under any Lease received from any tenant or guarantor thereunder;

(k) the Assignor shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease to be observed and performed by the tenants and guarantors thereunder and except as provided below, shall immediately notify the Assignee of any material breach by the tenant or guarantor under any such Lease;



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(l) except with respect to the Permitted Exceptions, the Assignor shall not permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent;

(m) the Assignor shall not execute hereafter any Lease unless there shall be included therein a provision providing that the tenant thereunder acknowledges that such Lease is subordinate to the Mortgage and this Assignment and agrees not to look to the Assignee as mortgagee, mortgagee in possession or successor in title to the Premises for accountability for any security deposit required by lessor under such Lease unless such sums have actually been received in cash by the Assignee as security for tenant's performance under such Lease; and

(n) except as provided below, if any tenant under any Lease is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned hereby, the Assignor covenants and agrees that if any such Lease is so terminated or rejected, no settlement for damages shall be made without the prior written consent of the Assignee, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to the Assignor and the Assignee. The Assignor hereby assigns any such payment to the Assignee and further covenants and agrees that upon the request of the Assignee, it will duly endorse to the order of the Assignee any such check, the proceeds of which shall be applied in accordance with the provisions of Section 8 below.

**Exception for De Minimus Leasing and Lease Administration.** Notwithstanding the foregoing, so long as no Event of Default shall exist, Assignor shall have the right to enter into Leases and engage in lease administration matters (e.g. amendments, modifications, terminations for default and the like) of Leases not exceeding 10,000 square feet of rentable space in the aggregate, provided that the all such activities are conducted on an arm's length basis at market rates and market terms and are in the ordinary course of business of Assignor.

5. **Rights Prior to Default.** Unless or until an Event of Default (as defined in Section 6) shall occur, the Assignor shall have the right to collect, at the time (but in no event more than thirty days in advance) provided for the payment thereof, all rents, issues, income and profits assigned hereunder, and to retain, use and enjoy the same. Upon the occurrence of an Event of Default, the Assignor's right to collect such rents, issues, income and profits shall immediately terminate without further notice thereof to the Assignor. The Assignee shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time.

6. **Events of Default.** An "Event of Default" shall occur under this Assignment upon the occurrence of (a) a material breach by the Assignor of any of the covenants, agreements, representations, warranties or other provisions hereof which is not cured or waived within the applicable grace or cure period, if any, set forth in the Mortgage, or (b) any other Event of Default described in the Note, the Mortgage or any of the other Loan Documents.

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7. Rights and Remedies Upon Default. At any time upon or following the occurrence of any Event of Default, the Assignee, at its option, may exercise any one or more of the following rights and remedies without any obligation to do so, without in any way waiving such Event of Default, without further notice or demand on the Assignor, without regard to the adequacy of the security for the obligations secured hereby, without releasing the Assignor or any guarantor of the Note from any obligation, and with or without bringing any action or proceeding to foreclose the Mortgage or any other lien or security interest granted by the Loan Documents:

(a) Declare the unpaid balance of the principal sum of the Note, together with all accrued and unpaid interest thereon, immediately due and payable;

(b) Enter upon and take possession of the Premises, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as the Assignee may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to the Assignee, to make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which the Assignee deems necessary or proper;

(c) Either with or without taking possession of the Premises, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income and profits of and from the Premises and pursue all remedies for enforcement of the Leases and all the lessor's rights therein and thereunder. This Assignment shall constitute an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to the Assignee, without proof of default hereunder, upon receipt from the Assignee of written notice to thereafter pay all such rents and other amounts to the Assignee and to comply with any notice or demand by the Assignee for observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the tenants thereunder, and the Assignor shall facilitate in all reasonable ways the Assignee's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such rents and other amounts to the Assignee; and

(d) Make any payment or do any act required herein of the Assignor in such manner and to such extent as the Assignee may deem necessary, and any amount so paid by the Assignee shall become immediately due and payable by the Assignor with interest thereon until paid at the Default Rate and shall be secured by this Assignment.

8. Permitted Exceptions. Notwithstanding anything to the contrary contained herein, the liens, rights, titles, interests and remedies granted or created by this Assignment are junior, subject and subordinate to those granted or created by the Permitted Exceptions.

9. Application of Proceeds. All sums collected and received by the Assignee out of the rents, issues, income and profits of the Premises following the occurrence of any one or more

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Events of Default shall be applied in accordance with the Illinois Mortgage Foreclosure Law (Chapter 735, Sections 5/15-1101 et seq., Illinois Compiled Statutes) and, unless otherwise specified in such act, in such order as the Assignee shall elect in its sole and absolute discretion.

10. Limitation of the Assignee's Liability. The Assignee shall not be liable for any loss sustained by the Assignor resulting from the Assignee's failure to let the Premises or from any other act or omission of the Assignee in managing, operating or maintaining the Premises following the occurrence of an Event of Default. The Assignee shall not be obligated to observe, perform or discharge, nor does the Assignee hereby undertake to observe, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of the Assignor under or by reason of this Assignment. The Assignor shall and does hereby agree to indemnify, defend (using counsel reasonably satisfactory to the Assignee) and hold the Assignee harmless from and against any and all liability, loss or damage which the Assignee may incur under any Lease or under or by reason of this Assignment and of 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 observe or perform any of the covenants, terms, conditions and agreements contained in any Lease; provided, however, in no event shall the Assignor be liable for any liability, loss or damage which the Assignor incurs as a result of the Assignee's gross negligence or willful misconduct. Should the Assignee incur any such liability, loss or damage under any Lease or under or by reason of this Assignment or in the defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by the Assignor with interest thereon at the Default Rate and shall be secured by this Assignment. This Assignment shall not operate to place responsibility upon the Assignee for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease, nor shall it operate to make the Assignee responsible or liable for any waste committed upon the Premises by any tenant, occupant or other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger. Nothing set forth herein or in the Mortgage, and no exercise by the Assignee of any of the rights set forth herein or in the Mortgage shall constitute or be construed as constituting the Assignee a "mortgagee in possession" of the Premises, in the absence of the taking of actual possession of the Premises by the Assignee pursuant to the provisions hereof or of the Mortgage.

11. No Waiver. Nothing contained in this Assignment and no act done or omitted to be done by the Assignee pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by the Assignee of its rights and remedies under any of the Loan Documents. This Assignment is made and accepted without prejudice to any of the rights and remedies of the Assignee under the terms and provisions of such instruments, and the Assignee may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. The Assignee may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor, and may apply any other



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security held by it for the satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.

12. Further Assurances. The Assignor shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as the Assignee may designate) and shall do or cause to be done such further acts, as the Assignee may request, in order to permit the Assignee to perfect, protect, preserve and maintain the assignment made to the Assignee by this Assignment.

13. Security Deposits. The Assignor acknowledges that the Assignee has not received for its own account any security deposited by any tenant pursuant to the terms of the Leases and that the Assignee assumes no responsibility or liability for any security so deposited.

14. Severability. If any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, the Assignee and the Assignor shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Assignment and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

15. Successors and Assigns. This Assignment is binding upon the Assignor and its legal representatives, successors and assigns, and the rights, powers and remedies of the Assignee under this Assignment shall inure to the benefit of the Assignee and its successors and assigns.

16. Written Modifications. This Assignment shall not be amended, modified or supplemented without the written agreement of the Assignor and the Assignee at the time of such amendment, modification or supplement.

17. Duration. This Assignment shall become null and void at such time as the Assignor shall have paid the principal sum of the Note, together with all interest thereon, and shall have fully paid and performed all of the other obligations secured hereby and by the other Loan Documents.

18. Governing Law. This Assignment has been negotiated, executed and delivered at Chicago, Illinois, and shall be construed and enforced in accordance with the laws of the State of Illinois, without reference to the choice of law or conflicts of law principles of the State.

19. Notices. All notices, demands, requests and other correspondence which are required or permitted to be given hereunder shall be deemed sufficiently given when delivered or mailed in the manner and to the addresses of the Assignor and the Assignee, as the case may be, as specified in the Loan Agreement.

20. Damage Waiver. To the extent permitted by applicable law, the Assignor shall not assert, and Assignor hereby waives, any claim against the Assignee, (i) for any damages arising

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from the use by others of information or other materials obtained through telecommunications, electronic or other information transmission systems (including the Internet), or (ii) on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Assignment, any other Loan Document, or any agreement or instrument contemplated hereby or thereby, the Transactions, any Loan or the use of the proceeds thereof; provided that, nothing in this paragraph shall relieve the Assignor of any obligation it may have to indemnify an the Assignee against special, indirect, consequential or punitive damages asserted against such Indemnitee by a third party.

21. WAIVER OF JURY TRIAL. ASSIGNOR, HAVING BEEN REPRESENTED BY COUNSEL KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (a) UNDER THIS ASSIGNMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS ASSIGNMENT OR (b) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS ASSIGNMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. ASSIGNOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST ASSIGNEE OR ANY OTHER PERSON INDEMNIFIED UNDER THIS ASSIGNMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

22. CONSENT TO JURISDICTION. TO INDUCE ASSIGNEE TO ACCEPT THE NOTE, THE ASSIGNOR IRREVOCABLY AGREES THAT, SUBJECT TO ASSIGNOR'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THE LOAN DOCUMENTS WILL BE LITIGATED IN COURTS HAVING SITUS IN CHICAGO, ILLINOIS. ASSIGNOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY COURT LOCATED WITHIN CHICAGO, ILLINOIS, WAIVES PERSONAL SERVICE OF PROCESS UPON ASSIGNOR, AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL DIRECTED TO THE ASSIGNOR AT THE ADDRESS STATED HEREIN AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT.

23. WAIVER OF EXISTING DEFENSES. ASSIGNOR, ON BEHALF OF ITSELF AND ANY GUARANTOR, WAIVES EVERY PRESENT DEFENSE, CAUSE OF ACTION, COUNTERCLAIM OR SETOFF WHICH ASSIGNOR MAY NOW HAVE TO ANY ACTION BY ASSIGNEE IN ENFORCING THIS ASSIGNMENT. PROVIDED THAT ASSIGNEE ACTS IN GOOD FAITH, THE ASSIGNOR RATIFIES AND CONFIRMS WHATEVER ASSIGNEE MAY DO PURSUANT TO THE TERMS OF THIS ASSIGNMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ASSIGNEE GRANTING ANY FINANCIAL ACCOMMODATION TO ASSIGNOR.

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## EXHIBIT "A"

### LEGAL DESCRIPTION OF REAL ESTATE

#### TRACT 5B:

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

#### EXCEPTING THEREFROM

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

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

ALSO EXCEPTING THEREFROM

THAT PART OF LOTS 5 AND 6 IN THE RESUBDIVISION OF LOTS 1 AND 2 OF OWNERS DIVISION OF LOT 12 IN ASSESSOR'S SUBDIVISION OF THAT PART OF THE SOUTHWEST



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

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

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

#### TRACT 6A:

THAT PART OF LOTS 2, 3, 5, 6 AND 7 IN THE RESUBDIVISION OF LOTS 1 AND 2 OF OWNERS DIVISION OF LOT 12 IN ASSESSOR'S SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE (66.00 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF NORTH LEAVITT STREET (66.00 FEET WIDE), SAID SOUTHEASTERLY LINE BEING ALSO THE NORTHWESTERLY LINE OF SAID LOTS 1 AND 2; THENCE SOUTH 41 DEGREES 15 MINUTES 17 SECONDS WEST ALONG SAID SOUTHEASTERLY LINE, 401.45 FEET; THENCE SOUTH 47 DEGREES 46 MINUTES 41 SECONDS EAST, 339.64 FEET TO THE POINT OF BEGINNING; THENCE NORTH 42 DEGREES 13 MINUTES 35 SECONDS EAST, 97.98 FEET; THENCE SOUTH 47 DEGREES 24 MINUTES 48 SECONDS EAST, 90.07 FEET; THENCE NORTH 42 DEGREES 50 MINUTES 52 SECONDS EAST, 94.97 FEET; THENCE NORTH 47 DEGREES 24 MINUTES 48 SECONDS WEST, 9.38 FEET; THENCE NORTH 42 DEGREES 35 MINUTES 13 SECONDS EAST, 28.13 FEET; THENCE SOUTH 47 DEGREES 24 MINUTES 48 SECONDS EAST, 119.88 FEET; THENCE SOUTH 42 DEGREES 35 MINUTES 12 SECONDS WEST, 11.84 FEET; THENCE SOUTHWESTERLY ALONG A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 519.22 FEET, AN ARC LENGTH OF 33.20 FEET, A CHORD BEARING SOUTH 78 DEGREES 31 MINUTES 19 SECONDS WEST AND A CHORD DISTANCE OF 33.19 FEET; THENCE SOUTH 80 DEGREES 21 MINUTES 13 SECONDS WEST, 102.12 FEET TO A POINT ON THE EAST LINE OF THE LEASED PARCEL 1 RECORDED AS DOCUMENT 051873905 ; THENCE NORTH 08 DEGREES 24 MINUTES 49 SECONDS WEST, ALONG SAID EASTERLY LINE, 0.63 FEET TO THE NORTHERLY LINE OF SAID PARCEL 1; THENCE SOUTH 79 DEGREES 27 MINUTES 28 SECONDS WEST ALONG SAID NORTH LINE, 1.61 FEET; THENCE NORTH 47 DEGREES 46 MINUTES 41

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SECONDS WEST, 116.91 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## TRACT 6B:

THAT PART OF LOTS 3 AND 4 IN OWNERS DIVISION OF LOT 12 IN ASSESSOR'S SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE (66.00 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF NORTH LEAVITT STREET (66.00 FEET WIDE), SAID SOUTHEASTERLY LINE BEING ALSO THE NORTHWESTERLY LINE OF LOTS 1 AND 2 IN THE RESUBDIVISION OF LOTS 1 AND 2 OF OWNERS DIVISION OF LOT 12; THENCE SOUTH 41 DEGREES 25 MINUTES 17 SECONDS WEST ALONG SAID SOUTHEASTERLY LINE, 401.45 FEET; THENCE SOUTH 47 DEGREES 46 MINUTES 41 SECONDS EAST, 456.55 FEET TO THE NORTH LINE OF THE LEASED PARCEL 1 RECORDED AS DOCUMENT 051873905; THENCE NORTH 79 DEGREES 27 MINUTES 28 SECONDS EAST ALONG SAID NORTH LINE, 1.61 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 08 DEGREES 24 MINUTES 49 SECONDS WEST ALONG THE EAST LINE OF SAID PARCEL 1, 0.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 08 DEGREES 24 MINUTES 49 SECONDS EAST ALONG SAID EAST LINE, 14.01 FEET TO THE NORTHERLY LINE OF THE LEASED PARCEL 2 RECORDED AS DOCUMENT 051873905; THENCE NORTH 80 DEGREES 21 MINUTES 13 SECONDS EAST, 29.99 FEET ALONG THE NORTH LINE OF SAID PARCEL 2 TO THE EAST LINE OF SAID PARCEL 2; THENCE SOUTH 08 DEGREES 24 MINUTES 49 SECONDS EAST, 17.00 FEET TO THE SOUTHERLY LINE OF SAID LOT 4; THENCE NORTH 80 DEGREES 21 MINUTES 13 SECONDS EAST ALONG SAID SOUTHERLY LINE, 64.58 FEET; THENCE NORTH 42 DEGREES 35 MINUTES 12 SECONDS EAST, 52.35 FEET TO THE NORTHERLY LINE OF SAID LOT 3; THENCE SOUTHWESTERLY ALONG A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 519.22 FEET, AN ARC LENGTH OF 33.20 FEET, A CHORD BEARING SOUTH 78 DEGREES 31 MINUTES 19 SECONDS WEST AND A CHORD DISTANCE OF 33.19 FEET; THENCE SOUTH 80 DEGREES 21 MINUTES 13 SECONDS WEST ALONG SAID NORTHERLY LINE, 102.12 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## TRACT 7A:

THAT PART OF LOTS 6, 7 AND 8 IN THE RESUBDIVISION OF LOTS 1 AND 2 OF OWNERS DIVISION OF LOT 12 IN ASSESSOR'S SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE (66.00 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF NORTH LEAVITT STREET (66.00 FEET WIDE); THENCE SOUTH 47 DEGREES 42 MINUTES 16 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE, 448.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 47 DEGREES 42 MINUTES 16 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE, 203.24 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 8; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE, SAID LINE BEING ALSO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF

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533.22 FEET, AN ARC LENGTH OF 127.12 FEET, A CHORD BEARING OF SOUTH 49 DEGREES 11 MINUTES 01 SECONDS WEST AND A CHORD DISTANCE OF 126.81 FEET TO AN ANGLE POINT IN SAID SOUTHEASTERLY LINE; THENCE NORTH 33 DEGREES 59 MINUTES 13 SECONDS WEST, 14.00 FEET TO AN ANGLE POINT IN SAID SOUTHEASTERLY LINE; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF LOTS 8 AND 7, SAID LINE BEING ALSO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 519.22 FEET, AN ARC LENGTH OF 187.38 FEET, A CHORD BEARING OF SOUTH 66 DEGREES 21 MINUTES 06 SECONDS WEST AND A CHORD DISTANCE OF 186.36 FEET; THENCE NORTH 42 DEGREES 35 MINUTES 12 SECONDS EAST, 111.84 FEET; THENCE NORTH 47 DEGREES 24 MINUTES 48 SECONDS WEST, 119.88 FEET; THENCE NORTH 42 DEGREES 35 MINUTES 13 SECONDS EAST, 30.68 FEET; THENCE SOUTH 47 DEGREES 39 MINUTES 55 SECONDS EAST, 20.88 FEET; THENCE NORTH 42 DEGREES 13 MINUTES 19 SECONDS EAST, 149.65 FEET TO THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE AND THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## TRACT 7B:

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

## TRACT 7C:

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THAT PART OF LOT 12 IN ASSESSOR'S SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH AND WEST OF THE NORTH BRANCH OF THE CHICAGO RIVER, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF WEST FULLERTON AVENUE (80.00 FEET WIDE) WITH THE WESTERLY LINE OF THE EASTERLY 73 FEET OF SAID LOT 12; THENCE NORTH 88 DEGREES 35 MINUTES 12 SECONDS EAST ALONG SAID NORTHERLY LINE, 40.00 FEET TO THE WESTERLY LINE OF NORTH DAMEN AVENUE; THENCE NORTH 01 DEGREE 48 MINUTES 17 SECONDS WEST ALONG SAID WESTERLY LINE, 64.86 FEET TO THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE (66.00 FEET WIDE); THENCE NORTH 47 DEGREES 42 MINUTES 16 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE, 55.70 FEET TO THE WESTERLY LINE OF THE EASTERLY 73 FEET OF SAID LOT 12; THENCE SOUTH 01 DEGREE 48 MINUTES 27 SECONDS EAST ALONG SAID WESTERLY LINE, 103.35 FEET TO THE NORTHERLY LINE OF WEST FULLERTON AVENUE AND POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; EXCEPTING THEREFROM THAT PART TAKEN FOR ROAD PURPOSES PER AGREED FINAL JUDGMENT ORDER PURSUANT TO STIPULATIONS ENTERED IN CASE NO. 2014 L 50562, RECORDED OCTOBER 17, 2014 AS DOCUMENT 1430019017.

#### TRACT 8A:

LOT 1 IN ASSESSOR'S SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF SAID LOT 1 DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH EAST LINE OF ELSTON AVENUE AND EAST LINE OF SAID SOUTH WEST 1/4 AND RUNNING THENCE NORTH WESTERLY ALONG THE SAID NORTHEASTERLY LINE OF ELSTON AVENUE 267 FEET, THENCE NORTHEASTERLY ON A LINE PERPENDICULAR TO NORTHEASTERLY LINE OF ELSTON AVENUE 90 FEET, THENCE NORTHWESTERLY ON A LINE PARALLEL TO THE NORTHEASTERLY LINE OF ELSTON AVENUE 20 FEET, THENCE NORTHEASTERLY ON A LINE PERPENDICULAR TO SAID NORTHEASTERLY LINE OF ELSTON AVENUE 206.68 FEET MORE OR LESS TO THE EAST LINE OF SAID SOUTH WEST 1/4, THENCE SOUTH ALONG SAID EAST LINE OF SOUTH WEST 1/4 412.78 FEET MORE OR LESS TO THE PLACE OF BEGINNING, AND ALSO EXCEPT THAT PART THEREOF LYING EASTERLY OF THE WEST LINE OF NORTH ROBEY STREET), IN COOK COUNTY, ILLINOIS.

#### TRACT 8B:

THAT PART OF LOT 1 IN ASSESSOR'S SUBDIVISION OF THE SOUTH WEST 1/4 OF SECTION 30, TOWNSHIP 30 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF ELSTON AVENUE AND THE EAST LINE OF SAID SOUTH WEST 1/4 AND RUNNING THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE OF ELSTON AVENUE 237 FEET, THENCE NORTHEASTERLY ON A LINE PERPENDICULAR TO SAID NORTHEASTERLY LINE OF ELSTON AVENUE TO THE EAST LINE OF SAID SOUTH WEST 1/4 BEING THE PLACE OF BEGINNING OF THE PREMISES HEREBY DESCRIBED, THENCE SOUTHWESTERLY ALONG SAID LAST DESCRIBED PERPENDICULAR LINE TO SAID NORTHEASTERLY LINE OF ELSTON AVENUE, THENCE



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NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE OF ELSTON AVENUE 30 FEET, THENCE NORTHEASTERLY ON A LINE PERPENDICULAR TO THE NORTHEASTERLY LINE OF ELSTON AVENUE 90 FEET, THENCE NORTHWESTERLY ON A LINE PARALLEL TO THE NORTHEASTERLY LINE OF ELSTON AVENUE 20 FEET, THENCE NORTHEASTERLY ON A LINE PERPENDICULAR TO SAID NORTHEASTERLY LINE OF ELSTON AVENUE 206.68 FEET MORE OR LESS TO THE EAST LINE OF SAID SOUTH EAST 1/4, THENCE SOUTH ALONG SAID EAST LINE OF THE SOUTH WEST 1/4 TO THE PLACE OF BEGINNING (EXCEPT THAT PART THEREOF LYING EASTERLY OF THE WEST LINE OF NORTH DAMEN AVENUE AS DESCRIBED BY DEED TO THE CITY OF CHICAGO RECORDED AS DOCUMENT NO. 9619091), IN COOK COUNTY, ILLINOIS.

## TRACT 8C:

THAT PART OF LOT 1 IN ASSESSOR'S SUBDIVISION OF THE SOUTH WEST 1/4 OF SECTION 30, TOWNSHIP 30 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF ELSTON AVENUE AND THE EAST LINE OF SAID SOUTH WEST 1/4 AND RUNNING THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE OF ELSTON AVENUE 237 FEET; THENCE NORTHEASTERLY IN A LINE PERPENDICULAR TO SAID NORTHEASTERLY LINE OF ELSTON AVENUE TO THE EAST LINE OF SAID SOUTH WEST 1/4; THENCE SOUTH ALONG SAID EAST LINE OF THE SOUTH WEST 1/4 TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THAT PART LYING EAST OF A LINE DRAWN THROUGH A POINT IN A LINE 74 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTH WEST 1/4 OF SECTION 30, 800 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 30 AND THROUGH A POINT IN THE NORTHEASTERLY LINE OF ELSTON AVENUE 33 FEET WEST OF AND MEASURED AT RIGHT ANGLES THERETO THE EAST LINE OF SAID SOUTH WEST 1/4 OF SECTION 30; AND LYING SOUTH OF THE NORTH BRANCH OF THE CHICAGO RIVER, ALSO EXCEPT THAT PART OF LOT 1 DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE NORTHEASTERLY LINE OF ELSTON AVENUE 33 FEET WEST OF AND MEASURED AT RIGHT ANGLES THERETO THE EAST LINE OF SAID SOUTH WEST 1/4 OF SECTION 30; THENCE NORTHERLY ALONG A LINE DRAWN THROUGH A POINT IN LINE 74 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTH WEST 1/4 OF SECTION 30, 800 FEET NORTH OF SOUTH LINE OF SAID SECTION 30 TO A POINT IN THE NORTHEASTERLY LINE OF ELSTON AVENUE 33 FEET WEST OF AND MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SOUTH WEST 1/4 OF SECTION 30, 30 FEET, THENCE SOUTHWESTERLY TO A POINT IN THE NORTHEASTERLY LINE OF ELSTON AVENUE 30 FEET NORTHWESTERLY FROM THE PLACE OF BEGINNING, THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF ELSTON AVENUE TO THE PLACE OF BEGINNING).

EXCEPTING FROM TRACTS 8A, 8B AND 8C THAT PART TAKEN FOR ROAD PURPOSES PER AGREED FINAL JUDGMENT ORDER PURSUANT TO STIPULATIONS ENTERED IN CASE NO. 2014 L 50562, RECORDED OCTOBER 17, 2014 AS DOCUMENT 1430019017.

## TRACT 8D:

THAT PART OF LOT 1 IN SNOW ESTATE SUBDIVISION OF SUPERIOR COURT PARTITION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 40



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NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 20 ACRES); ALSO THAT PART OF THE SOUTHWEST 1/4 OF SAID SECTION 30, LYING NORTH AND EAST OF THE NORTH BRANCH OF THE CHICAGO RIVER; ALSO LOTS 2, 3, 4, 6, 7, 9 AND 11 IN THE ASSESSOR'S DIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF SAID SECTION 30, LYING BETWEEN THE RAILROAD AND THE RIVER, WHICH PART OF LOT 1 IS MORE PARTICULARLY DESCRIBED AS BEING THAT PART OF LOT 1, WHICH IS BOUNDED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT, THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT, 309.82 FEET TO THE WESTERLY LINE OF NORTH DAMEN AVENUE (NORTH ROBEY STREET), AS WIDENED, THENCE WESTERLY AT RIGHT ANGLES TO SAID WESTERLY LINE OF NORTH DAMEN AVENUE 20.94 FEET; THENCE SOUTHWESTERLY ALONG A LINE 14.0 FEET NORTHWESTERLY AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT A DISTANCE OF 149.0 FEET; THENCE SOUTHWESTERLY 145.92 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

## TRACT 9:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF TRACT 5B FOR PARKING GARAGE MAINTENANCE AND FOR PARKING GARAGE BUILDING EASEMENTS AS CREATED BY RECIPROCAL EASEMENT AGREEMENT RECORDED JUNE 13, 2016 AS DOCUMENT NUMBER 1616519212.

## PROPERTY ADDRESS OF REAL ESTATE:

2020 W. Fullerton Avenue  
Chicago, Illinois

## PERMANENT TAX IDENTIFICATION NUMBERS:

14-30-319-015-0000  
14-30-319-016-0000  
14-30-319-030-0000  
14-30-319-032-0000  
14-30-319-034-0000  
14-30-319-035-0000  
14-30-319-037-0000  
14-30-301-006-0000  
14-30-301-008-0000  
14-30-301-009-0000  
14-30-301-031-0000