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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

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RESTRICTIVE COVENANTS AND EASEMENTS AGREEMENT

by and between

625 W. ADAMS, LLC,
a Delaware limited liability company

and

THE CATHOLIC BISHOP OF CHICAGO,
An Illinois corporation sole

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RESTRICTIVE COVENANTS AND EASEMENTS AGREEMENT

THIS RESTRICTIVE COVENANTS AND EASEMENTS AGREEMENT (this "Agreement") is entered into as of September 12, 2018 (the "Effective Date"), by and between **625 W. ADAMS, LLC**, a Delaware limited liability company (and any successor fee simple owner to the Developer Property, "Developer") and **THE CATHOLIC BISHOP OF CHICAGO**, an Illinois corporation sole (and any successor fee simple owner to the Archdiocese Property, the "Archdiocese").

RECITALS

A. This Agreement pertains to certain real property legally described on the attached Exhibit A (the "Property"), which is commonly known as 625 West Adams Street, Chicago, Illinois.

B. Concurrently with the parties' mutual signing of this Agreement, Developer has conveyed to the Archdiocese a portion of the Property legally described on the attached Exhibit B ("Lot 2"). The Property, less and excepting Lot 2, is referred to as "Lot 1" herein and is legally described on the attached Exhibit C.

C. Developer has constructed a building containing approximately 462,500 square feet of gross leasable area with an internal parking garage containing 408 parking spaces on the Property (together with the Property, the "Project").

D. Lot 2 is an Archdiocese property located within the ground floor and mezzanine level of the Project, which contains approximately 22,095 square feet.

E. The Archdiocese will construct or cause to be constructed all finish located within Lot 2. Lot 2 and the finish located therein from time to time are collectively referred to herein as the "Archdiocese Property." For sake of clarity, the Archdiocese Property does not include the Project Structure (as hereinafter defined).

F. Lot 1 and all portions of the Project other than the Archdiocese Property are referred to herein as the "Developer Property".

G. The Archdiocese Property and the Developer Property are physically integrated as a part of the Project.

H. The parties desire to enter into this Agreement in order to set forth certain easements, covenants and agreements with respect to the Property and the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals and the covenants contained in this Agreement, Developer and the Archdiocese hereby agree as follows as of the Effective Date:

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ARTICLE 1 DEFINITIONS

1.1 **Definitions.** Whenever used in this Agreement, the following terms shall have the respective meanings specified below:

- (A) Access Easement Area. Defined in Section 2.1.
- (B) Agreement. This Agreement, together with all Exhibits, and any amendments hereto from time to time adopted by the parties.
- (C) Alteration. Any alteration, modification or construction to or within the Archdiocese Property or the Developer Property, except as provided for in Section 6.1; provided, however, the term "Alteration" shall not include: (i) any Maintenance by Developer as required by this Agreement, and/or (ii) any non-structural landlord/tenant improvement work to or within the Developer Property which work is expressly permitted to be completed within the Developer Property from time to time without notice to, consent or approval of the Archdiocese.
- (D) Altering Owner. Defined in Section 6.1.
- (E) Arbitrable Dispute. Any dispute arising under this Agreement which is expressly made subject to arbitration under the provisions of ARTICLE 11 hereof or designated as an Arbitrable Dispute hereunder.
- (F) Archdiocese. Defined in preamble.
- (G) Archdiocese Property. Defined in Recital E.
- (H) Award. Defined in Section 8.6.
- (I) Bank. Bank OZK.
- (J) Base Expense Payment. Defined in Section 5.3.
- (K) Church Parkers. Defined in Section 2.1.
- (L) Common Facilities. Those portions of the Facilities within the Developer Property designed to provide gas, electricity, telephone, cable television, internet, water, sanitary sewer or other similar utility service to both the Archdiocese Property and the Developer Property and also the generator and fire life safety system for the Project that are located within the Developer Property, but which also benefit the Archdiocese Property, as well as the main water room and piping feeding from said room for domestic/fire protection, water and gas lines located within the Archdiocese Property but which also benefit the Developer Property.
- (M) Creditor Owner. An Owner (i) to which payment of money or other duty or obligation is owed under this Agreement by the other Owner who has failed to make

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sure payment or perform such duty or obligation as and when required under this Agreement, or (ii) that has exercised any self-help remedy provided for in this Agreement.

(N) Default Amount. Defined in Section 5.4(A).

(O) Default Rate. Defined in Section 10.1.

(P) Defaulting Owner. An Owner that has failed to perform any of such Owner's duties or obligations as and when required under this Agreement or to make payment of money owed under this Agreement to the other Owner.

(Q) Developer. Defined in preamble.

(R) Developer Property. Defined in Recital F.

(S) Development Agreement. That certain Development Agreement dated May 26, 2016, by and between Developer and the Archdiocese that relates to the Project, as amended from time to time.

(T) Easements. All easements declared, granted or created pursuant to the terms and provisions of this Agreement.

(U) Effective Date. The date specified in the Preamble on Page 1 of this Agreement.

(V) Emergency Situation. A situation (i) impairing or imminently likely to impair structural support of any portion of the Project; (ii) causing or imminently likely to cause bodily injury to persons or substantial physical damage to the Project or any property in, on, under, within, upon or about the Project; (iii) causing or imminently likely to cause substantial economic loss to either Owner; or (iv) substantially disrupting or imminently likely to substantially disrupt business operations in or the use of any portion of the Project for its intended purposes. The duration of an Emergency Situation shall be deemed to include the time reasonably necessary to remedy the Emergency Situation.

(W) Environmental Event. A disposal, release or threatened release of Hazardous Materials on, over, under, from or affecting the Property or any portion thereof in violation of any Environmental Laws that was caused or permitted by, attributed or related to or otherwise arose or occurred during the use or occupancy of the Property by Developer, the Archdiocese, any Occupant or by anyone acting by, through or under any such Owner and that requires remediation pursuant to any Environmental Laws.

(X) Environmental Laws. Any and all federal, state and local laws, ordinances, rules and regulations now or at any time hereafter in effect which regulate, relate to or impose liability or standards of conduct concerning the generation, disposal, release, threatened release or the presence or management of any Hazardous Material, and which

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directly or indirectly affect the use or occupancy of the Property by either Owner or anyone claiming by, through or under any of them, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), and the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.), as any of the foregoing may be amended from time to time or any future replacements of any of the foregoing.

(Y) Estoppel Certificate. Defined in Section 12.3.

(Z) Expense Lien. Defined in Section 5.4(A).

(AA) Expense Payment. – Defined in Section 5.3.

(BB) Facilities. Any facilities, fixtures, machinery and equipment, including, without limitation, annunciators, antennae, boilers, boxes, brackets, cabinets, cables, chillers, closets (for facilities and risers) coils, computers, conduits, controls, control centers, all other elements of the cooling system, couplers, devices, ducts, equipment (including, without limitation, heating, ventilating, air conditioning and plumbing equipment), fans, fixtures, generators, hangers, heat traces, indicators, junctions, lines, light fixtures, trash and recycling receptacles and equipment, machines, meters, motors, outlets, panels, pipes, pumps, radiators, risers, sprinklers, starters, steam heating systems (including steam and condensate supply and return risers) switches, switchboards, systems, tanks, telecommunication equipment, transformers, vacuum pipe valves, wiring, and the like used, or which may be used, in providing services from time to time in any part of the Project, including, without limitation, air conditioning, alarm, antenna, circulation, cleaning, communication, cooling, electric, elevator, exhaust, heating, lightning protection, natural gas, plumbing, radio, recording, sanitary, security, sensing, telephone, television, transportation, ventilation and water service, and any replacements of or additions to any of the items described in this paragraph.

(CC) Great Hall Space. The portions of the Archdiocese Property designated as “OSP Hall”, “OSP Prefunction”, “Elev. No. 12” and “OSP Balcony Seating” on Schedule 1.1 attached hereto and made a part hereof.

(DD) Hazardous Materials. Any hazardous substance, pollutant, contaminant, or waste regulated under the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. §9601 et seq.); asbestos and asbestos-containing materials; oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable for fuel; pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act, as amended (7 U.S.C. §136 et seq.); PCBs and other substances regulated under Toxic Substances Control Act, as amended (7 U.S.C. §136 et seq.); source material, special nuclear material, byproduct materials, and any other radioactive materials or radioactive wastes however produced, regulated under the Atomic Energy Act or the Nuclear Waste Policy Act; chemicals subject to the Occupational Safety and Health Act Hazard Communication Standard, 29 C.F.R. §1910.1200 et seq.; industrial process and pollution control wastes whether or not

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hazardous within the meaning of the Resource Conservation and Recovery Act, as amended (42 U.S.C. §6901 et seq.), and other substances and materials regulated under Laws relating to environmental quality, health, safety, contamination and clean-up.

(EE) Impacted Owner. Defined in Section 6.2.

(FF) Initial Tenant. Defined in Section 4.1.

(GG) Late Fee. A fee equal to 5.0% of the delinquent amount.

(HH) Law or Laws. All laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all governments, departments, commissions, boards, courts, authorities, agencies, foreseen and unforeseen, ordinary or extraordinary, which now or at any later time may be applicable to the Project, or any parts thereof.

(II) Liening Owner. Defined in Section 6.2.

(JJ) Loading Dock. The loading and delivery facility located on the first level of the Project, together with all stairs, access ways, drive aisles and other elements providing vehicular and pedestrian access to and from such loading and delivery facility, as well as all trash dumpsters and/or compactors and recycling Facilities and receptacles located therein, and any replacements of or additions to any of the items described in this paragraph. The Loading Dock is a part of the Developer Property.

(KK) Lot 1. Defined in Recital B.

(LL) Lot 2. Defined in Recital B.

(MM) Maintenance or Maintain. Operation, maintenance, repair, reconditioning, refurbishing, reconfiguration, inspection, testing, cleaning, painting, installation, restoration, reconstruction and replacement when necessary or desirable of the Project or Facilities and includes the right of access to and the right to remove from the Project portions of such Facilities for any of the above purposes, subject, however, to any limitations set forth elsewhere in this Agreement, including, without limitation, the requirement that Developer provide services to the Archdiocese Property pursuant to Section 5.1 and Section 5.2 of this Agreement.

(NN) Maintenance Standard. Defined in Section 5.1.

(OO) Mechanics Lien Act. The Mechanics Lien Act, 770 ILCS 60/0.01, et seq., or any successor statute of the State of Illinois as amended or in effect from time to time.

(PP) Mortgage. Defined in Section 12.12.

(QQ) Mortgagee. Defined in Section 12.12.

(RR) Non-Altering Owner. Defined in Section 6.1.

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(SS) Non-Defaulting Owner. Defined in Section 10.5.

(TT) Non-Performing Party. Defined in Section 10.6.

(UU) Occupant. Any Person from time to time entitled to the use and occupancy of any portion of the Project under any lease, sublease, license, concession or other similar agreement.

(VV) Operating Costs. Defined in Section 5.3.

(WW) Owner. The Archdiocese, Developer, or either of them.

(XX) Percentage increase or decrease. Defined in Section 5.3.

(YY) Permittees. All Occupants and the officers, directors, members, employees, agents, contractors, customers, vendors, suppliers, visitors, guests, invitees, licensees, tenants, subtenants and concessionaires of Occupants insofar as their activities relate to the intended development, use or occupancy of the Project.

(ZZ) Person. Any individual, partnership, firm, association, corporation, limited liability company, trust, land trust or any other form of business or not-for-profit organization or governmental entity.

(AAA) Prior Lien. Defined in Section 5.4(B).

(BBB) Project. Defined in Recital C.

(CCC) Project Structure. Those portions of the Project, whether located within Lot 1 or Lot 2, that constitute the structural support and building enclosure systems for the Project, including, by way of example only and without limitation, bearing walls, bearing columns, structural slabs and decks for floors, roof, structural girders, beams and joists, and foundations and footings. In addition, all doors and windows, including glazing, sashes, frames, sills, thresholds, flashing and other components of those doors and windows in the boundary walls of any portion of the Archdiocese Property, are part of the Project Structure and are not part of the Archdiocese Property; provided, however, any hardware on the doors, including, without limitation, the locks to such doors are part of the Archdiocese Property. The Project Structure, wherever located, is owned solely by Developer as part of the Developer Property.

(DDD) Property. Defined in Recital A.

(EEE) Recorder. The Recorder of Deeds of Cook County, Illinois.

(FFF) Unavoidable Delay. Defined in Section 10.6.

1.2 **Construing Various Words and Phrases**. Wherever it is provided in this Agreement that a party “may” perform an act or do anything, it shall be construed that party “may, but shall not be obligated to,” so perform or so do. The following words and phrases shall

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be construed as follows: (i) "at any time" shall be construed as "at any time or from time to time;" (ii) "any" shall be construed as "any and all;" (iii) "including" shall be construed as "including but not limited to;" and (iv) "will" and "shall" shall each be construed as mandatory. Except as otherwise specifically indicated, all references to Article or Section numbers or letters shall refer to Articles and Sections of this Agreement and all references to Exhibits or Appendices shall refer to the Exhibits and Appendices attached to this Agreement. The words "herein," "hereof," "hereunder," "hereinafter" and words of similar import shall refer to this Agreement as a whole and not to any particular Section or subsection. Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as context may require. Captions and the index are used in this Agreement for convenience only and shall not be used to construe the meaning of any part of this Agreement.

ARTICLE 2 ARCHDIOCESE EASEMENTS

2.1 **Access Easement.** Developer hereby grants to the Archdiocese an irrevocable and perpetual, non-exclusive easement for pedestrian ingress and egress in, over, on, across, and through the areas depicted on Schedule 2.1, attached hereto and made a part hereof ("Access Easement Area") for the Archdiocese and its Permittees to access, use, operate, maintain, repair and replace the Archdiocese Property. Such rights include, without limitation, the right to use the Access Easement Area for pedestrian ingress and egress by the Archdiocese and its Permittees using the parking spaces of the Project (the "Church Parkers") through the Access Easement Area, including the ground floor lobby portions of the Access Easement Area, and the use by the Church Parkers of no fewer than six (6) elevators serving all floors of the parking garage and the ground floor lobby within the Access Easement Area on Christmas Day and on Sundays during the hours of 7:00 a.m. until 10:00 p.m., and no fewer than two (2) such elevators at all other times (the "Minimum Elevator Requirement"). So long as Developer has implemented and maintained an elevator maintenance program consistent with the Maintenance Standard, Developer shall not be deemed in breach of its obligations hereunder if the use of elevators is not available for any period of time due to the need to perform any maintenance, repairs and/or replacements on one or more elevators and/or that otherwise reasonably require one or more elevators to not be in service. This Easement will inure to the benefit of the Archdiocese and its Permittees, and runs with the Archdiocese Property as an appurtenance benefiting the ownership of the Archdiocese Property.

2.2 **Loading Dock Easement.** At no fee or other charge to the Archdiocese, Developer hereby grants to the Archdiocese an irrevocable and perpetual, non-exclusive easement in, over, on, across, and through the Loading Dock for the Archdiocese and its Permittees to use the Loading Dock (A) for normal and customary loading and delivery activities associated with the use, operation, maintenance, repair and replacement of the Archdiocese Property in accordance with the terms of this Agreement, and (B) to place trash and recycling generated in connection with the use and occupancy of the Archdiocese Property in the trash and recycling Facilities and receptacles located in the Loading Dock. The rights granted by Developer to the Archdiocese to use the Loading Dock shall be at reasonable times and subject to reasonable regulations adopted by Developer, and on a non-discriminatory basis with the use of such Loading Dock by the tenants of the Project, Developer, and any other person conducting business in the Project that Developer reasonably allows to use such Loading Dock from time to

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time in accordance with such regulations. This Easement will inure to the benefit of the Archdiocese and its Permittees, and runs with the Archdiocese Property as an appurtenance benefiting the ownership of the Archdiocese Property.

2.3 **Common Facilities Easement.** Developer hereby grants to the Archdiocese an irrevocable and perpetual, non-exclusive easement (but not, for the avoidance of doubt, vehicular or pedestrian access except to the extent set forth below) over, on, across, and through the Developer Property for the Archdiocese and its Permittees to use the Common Facilities in connection with the delivery of gas, electricity, telephone, cable television, internet, water, sanitary sewer and other utility service to the Archdiocese Property; provided that, Developer hereby grants to the utility providers serving the Archdiocese Property an irrevocable and perpetual, non-exclusive easement for reasonable access rights over, on, across, and through the Developer Property for purposes of installation, maintenance and repair of such utilities serving the Archdiocese Property and the Archdiocese may, at its option, have a representative accompany such utility providers when they are accessing the Developer Property. This Easement will inure to the benefit of the Archdiocese and its Permittees, and runs with the Archdiocese Property as an appurtenance benefiting the ownership of the Archdiocese Property.

2.4 **Structural Easement.** Developer hereby grants to the Archdiocese an irrevocable and perpetual, non-exclusive easement over, on, across, and through the Project Structure, including without limitation, the exterior enclosure system and roof, for adequate enclosure against the elements and structural support of the Archdiocese Property and, for the avoidance of doubt, the preceding easement set forth in this Section 2.4 shall not be deemed to grant any access rights of any kind. For the avoidance of doubt, the store front glass located along the boundary wall of the Archdiocese Property shall be owned, used, maintained, repaired and replaced by Developer, who shall maintain such glass consistent with the Maintenance Standard. Developer shall not swap out such store front glass with a non-transparent exterior enclosure system. This Easement will inure to the benefit of the Archdiocese and its Permittees, and runs with the Archdiocese Property as an appurtenance benefiting the ownership of the Archdiocese Property.

2.5 **Encroachment Easement.** Developer hereby grants to the Archdiocese an irrevocable easement for the benefit of the Archdiocese over and across the Developer Property as is or may become reasonably necessary to permit any encroachments of the Archdiocese Property, upon any part of the Developer Property resulting from the construction, reconstruction, shifting, settlement, restoration, rehabilitation, alteration or improvement of the Archdiocese Property or any portion of it, assuming, in the case of reconstruction, that the Project Structure and Common Facilities (or portion thereof) are reconstructed or restored as nearly as possible to the original design and condition. No such encroachment shall be placed or enlarged deliberately, except for such changes that are not affirmatively caused by Developer (i.e. natural shifts in the structure). This Easement will continue for so long as the encroachment exists and will burden the portion of the Developer Property encroached upon and benefit the encroaching portion of the Archdiocese Property at no additional cost or expense to the Archdiocese.

2.6 **Use of Easements.** The Easements granted in this ARTICLE 2 are for passive use and enjoyment only and, except as set forth in Section 5.7 or Section 10.5 of this Agreement,

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do not extend to or allow the Archdiocese to repair, maintain or alter any portion of the Developer Property which is encumbered by or the subject of such Easements. Except as set forth in Section 5.7 or Section 10.5 of this Agreement, nothing in this Agreement will be interpreted to grant to the Archdiocese the right to make any alterations or attachments of any sort to the Project Structure or in any way modify the Project Structure without the prior written approval of Developer as part of its approval of an Alteration. The Easements may be used and enjoyed only in accordance with and subject to all the other provisions of this Agreement governing and limiting the same. This Easement will inure to the benefit of the Archdiocese and its Permittees, and runs with the Archdiocese Property as an appurtenance benefiting the ownership of the Archdiocese Property.

ARTICLE 3

DEVELOPER EASEMENTS & RIGHTS

3.1 **Access Easement.** The Archdiocese hereby grants to Developer an irrevocable and perpetual, non-exclusive easement for pedestrian ingress and egress in, over, on, across, and through the Archdiocese Property in order for Developer to operate the Project and perform inspections, maintenance, repairs, improvements, replacements and restorations as provided for in this Agreement, including, without limitation, any entry as necessary to prevent damage or injury to any or all of the Project, provided, however, unless arising due to an Emergency Situation in which access may be immediate and Developer notifies the Archdiocese of such access as soon as reasonably practicable after such access, any such ingress and egress shall be in accordance with a schedule approved in advance by the Archdiocese and with Developer using commercially reasonable efforts to minimize interference with the Archdiocese's and its Permittees' use and occupancy of the Archdiocese Property. This Easement will inure to the benefit of Developer and its Permittees, and runs with the Developer Property as an appurtenance benefiting the ownership of the Developer Property. The Archdiocese's right to occupy the Archdiocese Property is exclusive as against Developer and anyone claiming by, through, or under Developer, subject only to the foregoing Easement and the express limitations on the rights of the Archdiocese set forth elsewhere in this Agreement.

3.2 **Encroachment Easement.** The Archdiocese hereby grants to Developer an irrevocable easement for the benefit of Developer over and across the Archdiocese Property as is or may become reasonably necessary to permit any encroachments of the Developer Property, including, without limitation, the Project Structure and the Common Facilities, upon any part of the Archdiocese Property resulting from the construction, reconstruction, shifting, settlement, restoration, rehabilitation, alteration or improvement of the Developer Property or any portion of it, assuming, in the case of reconstruction, that the Project Structure and Common Facilities (or portion thereof) are reconstructed or restored as nearly as possible to the original design and condition. No such encroachment shall be placed or enlarged deliberately, except for such changes that are not affirmatively caused by Developer (i.e. natural shifts in the structure). This Easement will continue for so long as the encroachment exists and will burden the portion of the Archdiocese Property encroached upon and benefit the encroaching portion of the Developer Property at no additional cost or expense to Developer.

3.3 **Developer Rights to Use Great Hall Space.** The Archdiocese agrees that the Great Hall Space may be used during regular business hours for business conferencing and

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meeting space, for not more than forty (40) events and on not more than forty (40) days annually, by commercial office tenants of the Project. The use by such commercial office tenants shall be subject to availability, as reasonably determined by the Archdiocese, with no rental fee payable, and subject to regulations and procedures adopted therefor by the Archdiocese, and with the specific use by each such commercial office tenant in no event being inconsistent with the tenets of the Catholic Church, as determined by the Pastor of Old St. Patrick's Church. Reservations for such use may not be made more than one hundred twenty (120) days and no less than ten (10) days prior to the desired use. The Archdiocese shall have no obligations to Developer or such tenants with respect to such use other than making the Great Hall Space available pursuant to this Section 3.3 (e.g., the Archdiocese shall not be responsible for any catering services desired by such tenants for their use of the Great Hall Space). All ancillary costs associated with such commercial office tenants' actual use of the Great Hall Space (excluding utilities and ordinary wear and tear of such space), including any supplemental security services that the Archdiocese may reasonably require, shall be borne by each such commercial office tenant. If the use of the Great Hall Space as contemplated by this Section 3.3 by commercial office tenants causes real estate taxes and assessments to be due and payable with respect to the Archdiocese Property, then Developer shall promptly pay such real estate taxes and assessments, or promptly reimburse the Archdiocese for its payment of such real estate taxes and assessments, as applicable, after receipt of written notice from the Archdiocese of evidence that such real estate taxes and assessments are due and payable. As a condition precedent to each use by a commercial office tenant of the Great Hall Space, Archdiocese may cause such tenant of the Project: (a) to execute and deliver a license and indemnity agreement in form and substance attached hereto as Exhibit D (without any obligation of the Archdiocese to entertain any comments thereto), and (b) to deliver an insurance certificate or certificates reasonably evidencing such tenant's procurement and maintenance of the insurance coverages required by such indemnity agreement. Notwithstanding anything in this Section 3.3 to the contrary, this Section 3.3 shall not give Developer or such tenants any right to use any portion of the Archdiocese Property not constituting the Great Hall Space.

ARTICLE 4 RESTRICTIVE COVENANTS AND AGREEMENTS

4.1 Use of Archdiocese Property. Subject to the terms and conditions of this Agreement, including without limitation, the restrictions listed below, the Archdiocese Property shall be used solely for special events, educational programming, conferences and similar uses related to or held in conjunction with operations of the Archdiocese. Notwithstanding anything contained herein to the contrary, the Archdiocese Property may not be employed for any use or purpose that constitutes an unusual fire hazard, would result in jeopardizing any insurance maintained on the Developer Property, or would result in any increase in the premiums for such insurance carried by Developer (unless the Archdiocese pays for such increase in premiums), or which would constitute a public or private nuisance or give rise to any noxious noises or odors that on an ongoing basis materially interfere with the ordinary use and enjoyment of the Developer Property. The Archdiocese Property shall not be used for, and all owners and Permittees thereof shall be prohibited from using the Archdiocese Property for, the following:

- (A) Heavy manufacturing;

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- (B) Funeral undertaking establishment;
- (C) Crematories and mausoleums;
- (D) Pawn Shops;
- (E) Adult book stores;
- (F) Adult theaters (live performances or motion pictures);
- (G) Detention or correctional facility;
- (H) Tattoo parlors;
- (I) Body-piercing shops;
- (J) Self-service laundry or self-service dry cleaner where cleaning processes are conducted on premises;
- (K) Thrift stores (such as Salvation Army) but not prohibiting the resale of high quality merchandise;
- (L) Kennels; and
- (M) Facilities that provide overnight shelter services or soup kitchen/feeding services directly to the homeless population.

The Archdiocese shall be prohibited from selling, leasing, or otherwise transferring the Archdiocese Property in violation of the terms of any “tenant exclusive” granted by Developer to an Initial Tenant of the Developer Property, subject to the terms and conditions set forth in this Section. For purposes hereof, the term “Initial Tenant” shall mean a tenant of the Project whose leased premises consist entirely of portions of the Developer Property that have not theretofore been leased or otherwise occupied. With respect to any Initial Tenant that leases less than 100,000 usable square feet of space in the Developer Property, the foregoing restriction on leasing the Archdiocese Property shall automatically terminate and be of no further force or effect upon the earliest to occur of: (i) the expiration of the term of such Initial Tenant’s lease; (ii) the tenth (10th) anniversary of the commencement date of such Initial Tenant’s lease; and (iii) the twelfth (12th) anniversary of the date of substantial completion of the Project. With respect to any Initial Tenant that leases 100,000 usable square feet or more of space in the Developer Property, the foregoing restriction on leasing the Archdiocese Property shall automatically terminate and be of no further force or effect upon the earlier to occur of: (x) the expiration of the term of such Initial Tenant’s lease; and (y) the twentieth (20th) anniversary of the date of substantial completion of the Project. Notwithstanding anything to the contrary set forth in this Agreement, Developer shall not grant any tenant of the Developer Property or its affiliate or any other party with the exclusive rights to provide a material or a service to the Project.

4.2 **Use of Developer Property.** Developer shall be prohibited from:

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(A) using or allowing the Developer's Property to be leased or used for the following uses: (i) a currency exchange; (ii) a "PayDay Loan" or similar lending facility; (iii) a pawn or other resale shop; (iv) a shop or facility in which guns or ammunition are rented, sold, promoted through public advocacy or otherwise encouraged; (v) a facility in which abortion (or other pregnancy or women's health procedures), sterilization, in vitro fertilization, euthanasia or assisted suicide is performed or promoted through public advocacy or in which counseling is given that promotes or encourages individuals to obtain such services; (vi) a facility in which pornographic or soft pornographic media are displayed, sold, rented or available for viewing; (vii) a facility or venue for live performances or escort services; (viii) a tavern, bar, night club, gambling establishment, dance club, dance hall or bowling alley; (ix) any other facility: (A) for which the sale of alcoholic beverages is not pursuant to an incidental liquor license, or (B) for which business hours extend past 1:59 a.m. any day of the week; (x) heavy manufacturing; (xi) funeral undertaking establishment; (xii) crematories and mausoleums; (xiii) detention or correctional facility; (xiv) tattoo parlors; (xv) body-piercing shops; (xvi) self-service laundry or self-service dry cleaner where cleaning processes are conducted on premises; (xvii) kennels; or (xviii) facilities that provide overnight shelter services or soup kitchen/feeding services directly to the homeless population; provided that, to the extent the restrictions set forth in this Section 4.2(A) conflict with the Development Agreement, this Agreement shall govern and control what restrictions apply;

(B) using or allowing the name "Old St. Patrick's" or "Roman Catholic Church" or "The Catholic Bishop of Chicago" or any derivative thereof in connection with any operations or activities conducted on the Project, except upon the Archdiocese's prior written consent, which may be withheld, conditioned or delayed in the Archdiocese's sole and absolute discretion;

(C) applying for or obtaining any permit allowing for the development or use of any outside esplanade, eatery, drinkery or other structure, whether temporary or permanent, visible from the Archdiocese Property through the store front glass located along the boundary wall of the Archdiocese Property; and

(D) notwithstanding anything contained herein to the contrary, the Developer Property may not be employed for any use or purpose that constitutes an unusual fire hazard, would result in jeopardizing any insurance maintained on the Archdiocese Property, or would result in any increase in the premiums for such insurance carried by Archdiocese (unless the Developer pays for such increase in premiums), or which would constitute a public or private nuisance or give rise to any noxious noises or odors that on an ongoing basis materially interfere with the ordinary use and enjoyment of the Archdiocese Property.

4.3 Compliance With Laws and Insurance Requirements. In connection with the use and occupancy of its portion of the Project, each Owner shall, and shall cause its Permittees to, (A) comply with all Laws; (B) comply with all rules, regulations and requirements of any insurance rating bureau having jurisdiction over the Project or any portion thereof or the requirements of any insurance coverage on the other Owner's portion of the Project if noncompliance by it with respect to its respective portion of the Project or any portion thereof

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would (i) increase the premiums of any policy of insurance maintained by the other Owner (unless the non-complying Owner pays all such increases), (ii) render the other Owner's portion of the Project uninsurable, or (iii) create a valid defense to the other Owner's right to collect insurance proceeds under policies insuring its portion of the Project; and (C) deliver to the other Owner, within 10 business days after receipt, a copy of any written report, citation or notice having an effect on or relating to compliance of the Property or the Project with Laws.

4.4 **Structural Safety.** Notwithstanding anything in Article 8 of this Agreement to the contrary, to the extent that there is an issue with the structural safety or structural integrity of any portion of the Project or if substitute or additional structural support is required in a portion of the Project in which the structural support is inadequate or has been reduced, then, subject to the terms and conditions in ARTICLE 6, Developer shall commence and oversee the construction of all necessary measures within a reasonable time under the circumstances and shall diligently complete or cause completion of the same and Archdiocese shall not oversee such work notwithstanding anything in Article 8 to the contrary.

4.5 **Signage.** Developer shall be solely entitled to all exterior signage for the Project, and the Archdiocese shall not place any signage on the exterior of the Project and the Archdiocese shall not be entitled to be referenced on any ground level monument sign. For the avoidance of doubt, this Section 4.5 shall not restrict the Archdiocese from placing signage within the Archdiocese Property that is visible outside of the Archdiocese Property (e.g., signage within the Archdiocese Property that is visible outside of the Project through the store front glass located along the boundary wall of the Archdiocese Property). Costs and expenses attributed to signage shall not be included in the Expense Payment. Developer shall be prohibited from installing or maintaining any signage on the exterior of the Project other than tenant identification signage identifying the then current occupants of such Project.

4.6 **Environmental Laws.** Each Owner shall, and shall cause its Permittees to, at all times comply with all applicable Environmental Laws and all Laws regulating the treatment, storage or disposal of Hazardous Materials within the Project.

4.7 **Zoning.** Neither the Archdiocese nor Developer shall allow any use of their respective portions of the Project, or take or fail to take any action, which would violate the provisions of any applicable zoning ordinance, as may be amended from time to time. The Archdiocese acknowledges and agrees that all zoning rights with respect to the Property are vested in Developer and that, notwithstanding conveyance of any portion of the Property to the Archdiocese, all zoning rights with respect to the Property shall remain vested with Developer following such conveyance. Developer shall have the sole right to file applications for variations, changes, modifications or amendments to the zoning applicable to the Project (including but not limited to administrative or legislative changes to the planned development which governs the Property) (each a "Zoning Change"), provided that (a) such Zoning Change does not: (i) interfere with the reasonable use and enjoyment of the Archdiocese Property, (ii) reduce the leasable space in the Archdiocese Property or any use permitted in the Archdiocese Property, (iii) permit any use at the Developer Property prohibited by this Agreement, (iv) intentionally omitted, or (v) adversely affect any rights of the Archdiocese under this Agreement, and (b) Developer provides to the Archdiocese written notice of any application prior to filing the same. In furtherance of such right, the Archdiocese hereby acknowledges and agrees that

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Developer holds single designated zoning control of the Property and the Archdiocese shall have no right of consent to any zoning applications which may be filed by Developer. In the event required by the City of Chicago or one of its departments, the Archdiocese shall promptly execute such applications or other instruments as may be necessary to obtain any such zoning variation, change, modification or amendment; provided, however, Developer shall indemnify and hold harmless the Archdiocese from and against any and all loss, liability, claims, judgments, costs and expenses arising out of the execution of such applications or other instruments, to the extent any such loss, liability, claims, judgments, costs and expenses are not the result of gross negligence or willful misconduct by the Archdiocese. Any proposed zoning changes pursuant to this Section 4.7 shall not be deemed an amendment to this Agreement for the purposes of Section 12.7.

4.8 **Alcohol.** The parties acknowledge and agree that alcohol may be served within the Archdiocese Property and the Developer Property, subject to the provisions of this Section 4.8 and compliance with all applicable laws. To the extent required by state and local law, Developer or its Permittees, the Archdiocese or its Permittees, or if a caterer, third-party provider, vendor or other contractor is to provide bar service, such caterer, third-party provider, vendor or other contractor, must obtain a liquor license, and upon demand provide proof of such liquor license to the other Owner. Each Owner's commercial general liability insurance required under Section 7.2(A) must include "host liability" coverage for any special event hosted by such Owner or its Permittees. If an Owner or its Permittee is charging for alcohol in any manner, or if such Owner or its Permittee hires a caterer, third-party provider, vendor, or other contractor to provide bar service for the special event, then such Owner or its Permittee or such caterer, third-party provider, vendor, or other contractor, as applicable, must obtain liquor liability insurance, which insurance must (A) provide coverage for bodily injury, property damage, medical payments and so called "dram shop" liability losses resulting from (i) causing or contributing to the intoxication of any person, (ii) the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or (iii) the violation of any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages; (B) name the other Owner as an additional insured; and (C) contain limits no less than the limits required for commercial general liability insurance as specified in Section 7.2(A) below and otherwise comply with the requirements for all insurance policies under ARTICLE 7. In no event may any person under the legal drinking age be served alcohol at the Property, and in no event may any attendee at such a special event remove any alcohol served at the special event from the Property. Developer shall cause all leases of any portion of the Developer Property to include requirements obligating the tenants thereunder to satisfy the obligations set forth in this Section 4.8.

ARTICLE 5

MAINTENANCE AND OTHER SERVICES; COST SHARING

5.1 **Developer Maintenance.** Developer shall at all times Maintain and keep the Developer Property in good and safe order and condition and shall make all repairs or replacements of the Developer Property necessary to keep the same in an order and condition comparable to: (i) new construction Class A office projects that received their certificate of occupancy during the period starting on the date that is two and one-half (2.5) years prior to the date the Project receives or received its certificate of occupancy (the "Project CO Date") and

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ending on the date that is two and one-half (2.5) years after the Project CO Date, and (ii) that are located in the “Loop” and “West Loop” areas of Chicago, Illinois, whether or not necessitated by wear, tear, obsolescence, defects or otherwise, in each event consistent with Developer using commercially reasonable efforts to enforce any restrictions contained in leases of the Developer Property that may adversely affect the use and operations of the Archdiocese Property, with any such enforcement being in a manner consistent with enforcement of similar restrictions by landlords of such other comparable office projects (the “Maintenance Standard”). Such Maintenance specifically includes, without limitation, Maintenance of the Project Structure, the Common Facilities and all other portions of the Developer Property encumbered by the Easements (including, without limitation, the elevators and the Loading Dock).

5.2 Other Services Provided by Developer. Developer shall provide or cause to be provided trash removal and recycling services for the Project consistent with the Maintenance Standard. Receptacles for trash and recycling shall be located in the Loading Dock, or such other portion of the Developer Property as Developer deems appropriate from time to time. The Archdiocese shall be solely responsible for removing all trash and recycling from the Archdiocese Property and placing it in the appropriate receptacles consistent with the Maintenance Standard. Developer shall provide or cause to be provided, consistent with the Maintenance Standard: (a) all power washing, and repair and refurbishment of the ground level outdoor plaza that is part of the Project, some of which abuts the Archdiocese Property, on a schedule and frequency consistent with the Maintenance Standard, (c) repair and refurbishment of the concrete, asphalt and paved areas abutting the Project, including, without limitation, promptly repairing any peeling, flaking and cracking of such concrete, asphalt and paved areas, (d) removal of snow and ice from the sidewalks adjacent to the Project, (e) washing of exterior windows of the Project consistent with the Maintenance Standard, (f) ensuring proper lighting in the Access Easement Area and other portions of the Developer Property encumbered by Easements benefiting the Archdiocese Property, (g) coordinating and implementing fire and life safety drills with Developer’s Permittees, the Archdiocese and the Archdiocese’s Permittees, together with all other fire and life safety activities consistent with the Maintenance Standard, and (h) cleaning, maintaining, repairing and replacing of the gutters and downspouts, and otherwise ensuring proper roof drainage from the roof surface above the Archdiocese Property. Other than its Maintenance obligations with respect to the Common Facilities, Developer shall have no obligation to provide any utility services to the Archdiocese Property, all of which the Archdiocese shall be solely responsible for contracting for directly with the provider at its sole cost and expense. Developer shall provide normal and customary security services to the Project consistent with the Maintenance Standard, including without limitation (i) providing security services to the Project and (ii) ensuring that the Project is staffed with security personnel seven (7) days per week, twenty-four (24) hours per day. Developer shall ensure that the Archdiocese has access to the Archdiocese Property and the Access Easement Area, including without limitation providing keys to the Archdiocese to initially access the Archdiocese Property and keys to access the Access Easement Area in the event that the exterior doors to the Project are locked. Notwithstanding anything to the contrary set forth in this Agreement, the Archdiocese may rekey the locks to the Archdiocese Property and shall not be obligated to provide Developer with keys to access the Archdiocese Property after such rekeying, but with it being understood that the Developer may access the Archdiocese Property in order to exercise its rights pursuant to Section 3.1 if an Emergency Situation occurs.

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5.3 **Expense Payment.** Each calendar year, the Archdiocese shall pay to Developer a portion, calculated as set forth below (the "Expense Payment"), of the operating, maintenance, utility, employee, insurance and other expenses related to the ongoing ownership, operation and maintenance of the Common Facilities and the Access Easement Area and services provided by Developer in accordance with Section 5.2 (but excluding real estate taxes and assessments, services relating to the Loading Dock and capital improvement costs) (collectively, the "Operating Costs"). For the avoidance of doubt, costs and expenses incurred by Developer due to the portions of the Developer's Property other than the Common Facilities and Access Easement Area (e.g., the Loading Dock) shall not constitute Operating Costs. The Archdiocese's initial Expense Payment from the Effective Date through September 30, 2018, payable to Developer on the Effective Date, shall be \$2,266.70, prorated based upon the number of days remaining in the month in which the Effective Date occurs (the "Effective Date Month") over the total number of days in the Effective Date Month. The Archdiocese's monthly Expense Payment for the three (3) months following, but not including the Effective Date Month, shall be \$3,579 (the "Base Expense Payment"). The Archdiocese's monthly Expense Payment for each subsequent month shall be payable in advance on or before the first (1st) day of each calendar month. Starting on January 1, 2019 and on each anniversary thereof (each, a "Recalculation Date"), the Base Expense Payment shall be increased or decreased by a percentage equal to the percentage increase or decrease in the Consumer Price Index All Urban Consumers (1982-84=100) published from time to time by the United States Department of Labor. "Percentage increase or decrease" shall mean the percentage equal to a fraction, the numerator of which shall be the Index for the month preceding the applicable Recalculation Date, and the fraction's denominator shall be the Index for the Effective Date Month. If the Index shall cease to be published, there shall be substituted therefor a price index (or combination of indices, with such adjustments as may be required to afford compatibility), published by the Bureau of Labor Statistics or its successor government agency. Any failure or delay of Developer in establishing or updating the amount of the Expense Payment for any calendar year will not be deemed a waiver, modification, or release of the right to so establish or update the same, or of the obligation of the Archdiocese to pay the Expense Payment.

Provided that Developer has performed the services pursuant to and in accordance with the terms required by this Agreement, any Expense Payments not made within thirty (30) days after it becomes due and payable is delinquent. The Archdiocese is obligated to pay a Late Fee with respect to the delinquent amount, which Late Fee shall be in addition to any other rights and remedies of Developer set forth herein.

5.4 **Expense Lien.**

(A) If, at any time, any Owner fails within thirty (30) days after notice or demand to pay any sum of money due to the other Owner under or pursuant to the provisions of this Agreement, then, in addition to any other rights or remedies the Creditor Owner may have, the Creditor Owner shall have (i) a lien against the portion of the Project owned by the Defaulting Owner and (ii) for a default under ARTICLE 8, a lien also against any insurance proceeds payable to the Defaulting Owner for loss or damage to such portion of the Project or otherwise under insurance policies carried pursuant to Section 7.2, to secure the timely payment of such sum of money due from the Defaulting Owner and any other amount due to Creditor Owner from the Defaulting

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Owner (the "Expense Lien"). Such Expense Lien shall arise immediately upon the recording of a notice by the Creditor Owner with the Recorder and may be enforced by a proceeding in equity to foreclose the Expense Lien. The Expense Lien will be enforceable by judicial foreclosure in the same manner as a real property mortgage is foreclosed under the prevailing laws of the State of Illinois or by any other remedy available by statute or at law or in equity. In addition to securing payment of the delinquency, the Expense Lien will also secure the Late Fees established under this Agreement, and all costs and expenses, including attorneys' fees, incurred by the Creditor Owner in confirming, exercising or foreclosing upon the Expense Lien or in otherwise attempting to enforce the delinquent payment obligation, and all such enforcement and collection costs (collectively, the "Default Amount") will be due and owing from the Defaulting Owner upon demand. Such Expense Lien shall continue in full force and effect until the Default Amount shall have been paid in full. The Creditor Owner may be the purchaser at any foreclosure, and for bidding purposes will be entitled to a credit in the amount of the obligations secured from time to time by the Expense Lien.

(B) The Expense Lien will attach, be perfected and have a priority over any mortgage, deed of trust or other encumbrance other than a Prior Lien constituting a lien on the portion of the Project owned by the Defaulting Owner. A "Prior Lien" means a Mortgage recorded against the Project or against a portion of the Project prior to the time of the recording of the Creditor Owner's notice of lien.

(C) The Creditor Owner's right to exercise and enforce the Expense Lien is a non-exclusive remedy. Creditor Owner may maintain a suit to recover any delinquencies in the Default Amount, without first foreclosing upon the Expense Lien, as well as exercise any other remedies provided for in this Agreement. The undertaking of any such collection action will not constitute any election of remedies or waiver by the Creditor Owner that bars enforcement of the Expense Lien, and the Creditor Owner retains all rights to enforce the Expense Lien for the same or other delinquencies in the Default Amount.

(D) Notwithstanding anything to the contrary contained in this Agreement, no default in or failure to comply with this Agreement, nor any claim of Expense Lien resulting therefrom, nor the exercise of any remedy provided for in this Agreement shall render invalid this Agreement, including, without limitation, the rights, easements, covenants, and agreements set forth herein, all of which shall be binding upon and for the benefit of any subsequent Owner who acquires title through foreclosure, trustee's sale, or deed in lieu of foreclosure.

5.5 **Archdiocese Maintenance**. The Archdiocese shall, at its sole cost and expense, Maintain and keep the Archdiocese Property in good and safe order and condition, and shall make all repairs or replacements of the Archdiocese Property necessary to keep the same in accordance with the Maintenance Standard to the extent applicable to the Archdiocese Property, whether or not necessitated by wear, tear, obsolescence, defects or otherwise. Such Maintenance specifically includes all Facilities within and constituting a part of the Archdiocese Property.

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5.6 **General Responsibility for Costs and Expenses.** EXCEPT AS PROVIDED FOR IN SECTION 5.3, IT IS THE INTENTION AND REQUIREMENT OF THIS AGREEMENT THAT ANY AND ALL COSTS, EXPENSES AND LIABILITIES RELATED IN ANY WAY TO THE DEVELOPER PROPERTY SHALL BE THE SOLE RESPONSIBILITY OF DEVELOPER, AND DEVELOPER HEREBY HOLDS THE ARCHDIOCESE HARMLESS FROM ANY LIABILITY WITH RESPECT THERETO (INCLUDING, WITHOUT LIMITATION, FROM REAL ESTATE TAXES AND ASSESSMENTS EXCEPT AS EXPRESSLY SET FORTH HEREIN). FURTHER NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IT IS THE INTENTION AND REQUIREMENT OF THIS AGREEMENT THAT ANY AND ALL COSTS, EXPENSES, AND LIABILITIES RELATED IN ANY WAY TO THE ARCHDIOCESE PROPERTY (OTHER THAN REAL ESTATE TAXES AND ASSESSMENTS EXCEPT AS EXPRESSLY SET FORTH HEREIN) SHALL BE THE SOLE RESPONSIBILITY OF THE ARCHDIOCESE, AND THE ARCHDIOCESE HEREBY HOLDS DEVELOPER HARMLESS FROM ANY LIABILITY WITH RESPECT THERETO. THE FOREGOING PROVISIONS SHALL APPLY TO EACH AND EVERY PROVISION IN THIS AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISION OF THIS SECTION 5.6 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE PROVISIONS OF THIS SECTION 5.6 SHALL GOVERN AND CONTROL.

5.7 **Developer Failure to Provide Certain Services.** If Developer shall fail to perform Maintenance of the two (2) elevators servicing the parking garage of the Project in accordance with this Agreement (except when such failure is caused by Unavoidable Delay) and if such failure shall continue for a period of thirty (30) days after written notice thereof to Developer from the Archdiocese, the Archdiocese shall have the right to perform such service (without limiting any other rights or remedies of the Archdiocese) until such time as Developer cures its failure to perform and Developer shall, upon demand, reimburse the Archdiocese for the actual out of pocket third party costs and expenses incurred by the Archdiocese in performing such service during such period. For the avoidance of doubt, the Archdiocese's rights under this Section 5.7 shall only apply to the services listed in this Section 5.7 and shall not apply to any other services to be performed by Developer under this Agreement.

ARTICLE 6

ALTERATIONS; MECHANICS' LIENS

6.1 **Alterations.** In order to ensure that the Project Structure is not compromised, and to ensure that all Alterations made as part of the Archdiocese Property or the Developer Property, as applicable, are consistent with the Maintenance Standard, each Owner will not undertake any Alteration that impacts the structural aspects of the Project Structure or any building systems without first obtaining the written approval of the other Owner. Cosmetic changes that do not constitute Alterations and do not affect any building systems do not need the prior approval of the other Owner; provided, however, that the Owner performing such work will notify the other Owner prior to commencing such work. The Owner performing any Alteration (the "Altering Owner") will provide the other Owner (the "Non-Altering Owner") with written notice of its plans to undertake an Alteration, along with all details regarding such Alteration, including, without limitation, any plans and specifications for such Alteration. Within thirty (30) days after receipt of such notice, to the extent the Non-Altering Owner's approval is required, the

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Non-Altering Owner will grant, condition or withhold its approval for the Alteration, in its reasonable discretion. A failure to respond by the expiration of such thirty (30) day period shall be deemed approval. If such Alteration is approved or deemed approved by the Non-Altering Owner or if no such approval is required, the Altering Owner will comply with the following provisions:

(A) The Altering Owner will obtain all necessary permits and governmental authorizations for the Alteration. Applications for necessary permits and governmental authorizations for such Alteration shall be filed and processed by the Altering Owner without the joinder of the Non-Altering Owner in such application, unless the government agency having jurisdiction requires joinder of the Non-Altering Owner. An Altering Owner shall send copies of any building permits to the Non-Altering Owner at the Non-Altering Owner's request. If joinder by the Non-Altering Owner is so required, such Owner shall cooperate (at the expense of the Altering Owner) in executing such application, permit or other instruments as may be necessary to obtain the necessary permits and governmental authorizations; provided, however, the Altering Owner shall indemnify and hold harmless the Non-Altering Owner from and against any and all loss, liability, claims, judgments, costs and expenses arising out of the Non-Altering Owner's execution of the application, permit or other instrument.

(B) The Altering Owner will procure and maintain such policies of insurance related to the construction of the Alteration as may be reasonably required by the Non-Altering Owner, including without limitation, completed-value, all-risks builders risk, contractor's liability insurance, structural work act insurance and worker's compensation insurance, on such terms and in such amounts as reasonably required by the Non-Altering Owner.

(C) The Alteration and the construction of it will comply with all applicable zoning and building codes and other Laws and restrictive covenants.

(D) The Altering Owner will cause the Alteration to be constructed and completed diligently, in a good and workmanlike manner, and free and clear of all mechanics' and materialmen's liens and other claims

(E) The Altering Owner will cause the Alteration to be constructed and completed in a manner that does not impair or diminish the support of any portion of the Project, including, without limitation, any acoustical separation assemblies or other components designated to mitigate the transmission of sound through walls and other physical separations.

(F) During the construction process, the Altering Owner will, to the extent consistent with good construction practice, keep the area affected in a safe, neat and clean condition.

(G) Except as approved by the Non-Altering Owner in writing, the Altering Owner will not store any construction materials in any portion of the Project other than

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the portion of the Project owned by such Altering Owner that is not encumbered by any Easement granted by this Agreement.

(H) Except as approved by the Non-Altering Owner in writing, no construction debris will be placed in the trash dumpster located on the Loading Dock and the Altering Owner will make separate arrangements for removal of construction debris related to the Alteration.

(I) The Altering Owner will minimize any impact from the construction process on the portion of the Project owned by the Non-Altering Owner, including, without limitation, not performing any construction on Sundays and using only the freight elevator for the construction process.

(J) The Altering Owner will reimburse the Non-Altering Owner for all costs incurred by the Non-Altering Owner in connection with the Alteration, such as the increase in costs of trash removal due to the performance of the Alteration work.

(K) The Alterations, during their performance may not unreasonably impair, and upon their completion may not impair, the benefits which the Non-Altering Owner derives from the use and enjoyment of the Easements granted in Article 2 or Article 3, as applicable, or during their performance unreasonably interrupt, and upon their completion interrupt, the Non-Altering Owner's use or enjoyment of any Easement or its portion of the Project.

(L) The Altering Owner shall include in any construction contract a provision pursuant to which the contractor recognizes the separate ownership of the portions of the Project and agrees that any lien rights which the contractor or subcontractors have under the Mechanics' Lien Act shall only be enforceable against the portion of the Project owned by the Altering Owner.

Without limiting the foregoing, the Altering Owner may not remove, penetrate or do anything to otherwise impair the fire-separation capability of materials or assemblies forming the boundary between the Developer Property and the Archdiocese Property without the prior specific, written approval of the Non-Altering Owner, which may be granted or denied, in the Non-Altering Owner's sole and absolute discretion.

6.2 **Liens.** Each Owner (hereinafter in this Section 6.2, the "Liensing Owner") shall remove, within thirty (30) days after the filing thereof, any mechanics', materialmen's or any other similar lien arising by reason of the Liensing Owner's act or acts of its agents and contractors or any work or materials which it or its agents or contractors has ordered (a) on the other Owner's portion of the Project or Common Facilities, or (b) on its own portion of the Project or Common Facilities, if the existence or foreclosure of such lien on its own portion of the Project or Common Facilities would adversely affect any Easement benefiting the other Owner or services to be furnished the other Owner pursuant to ARTICLE 5 (such other Owner in (a) or (b) shall be referred to in this Section 6.2 as the "Impacted Owner"). The Liensing Owner shall not be required to remove such lien within thirty (30) days after its filing if: within such thirty (30) day period, (i) such lien cannot be foreclosed, and (ii) the Liensing Owner (A) shall

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diligently proceed in good faith to contest such lien by appropriate proceedings and shall give written notice to the Impacted Owner of its intention to contest the validity or amount of such lien and (B) shall deliver to the Impacted Owner, at the Impacted Owner's option, either: (1) cash or a surety bond from a responsible surety company reasonably acceptable to the Impacted Owner in an amount equal to one hundred fifty percent (150%) of the lien claim and all interest and penalties then accrued on such lien claim or such greater amount as reasonably may be required to assure payment in full of the amount claimed plus all penalties, interest and costs which may thereafter accrue by reason of such lien claim or (2) other security or indemnity reasonably acceptable to the Impacted Owner's title insurance company and the Impacted Owner. In any case, a Liening Owner must remove or release such lien prior to its foreclosure. In the event the Liening Owner fails to comply with the foregoing provisions of this Section 6.2, such Liening Owner shall become a Defaulting Owner, and the Impacted Owner shall become Creditor Owner and may take such actions as the Creditor Owner may deem necessary to defend against or remove such lien. The Creditor Owner shall be entitled to payment from the Defaulting Owner for all costs and expenses (including reasonable attorneys' fees) paid or incurred by the Creditor Owner in defending against, removing or attempting to defend against or remove such lien and may use any security delivered to the Creditor Owner for such purposes and for any other damages from the Defaulting Owner's breach under this Section 6.2.

ARTICLE 7

REAL ESTATE TAXES; INSURANCE

7.1 Payment of Real Estate Tax. Whenever either (a) the Developer Property and the Archdiocese Property are separately assessed and taxed or (b) the Archdiocese obtains an exemption from real estate taxes and assessments with respect to the Archdiocese Property, each respective Owner shall be responsible to pay or to protest its respective portion of such real estate taxes and special assessments when due. Until separately assessed and taxed or the Archdiocese obtains such exemption, Developer shall pay or cause to be paid, before delinquent, 100% of all real estate tax bills levied against the Project, and, with respect to tax amounts that are assessed (as opposed to simply being payable) from and after the date the Archdiocese is conveyed the Archdiocese Property, the Archdiocese shall reimburse Developer for any such taxes (on an accrual and not on a cash basis) within thirty (30) days of a request by Developer (with Developer providing reasonable evidence of such payment) and Archdiocese's share of the full Project tax bill shall be 4.78% of the total tax bill of the Project with any partial tax year's being equitably prorated. If either party shall fail to pay any tax or other charge, or share thereof, which is due and which such party is obligated to pay pursuant to this ARTICLE 7, and the failure to pay same results in the imposition of a lien on, or forfeiture or foreclosure of, the property of the other party or any portion thereof, or subjects such other party to personal liability for this obligation, then such other party may, after at least ten (10) days written notice to the party which has failed to pay, pay such tax or charge, or share thereof, together with any interest and penalties thereon, and the party which has failed to pay shall, upon demand, reimburse the other party for the amount of such payment, including the amount of any interest or penalty payments thereon, with interest thereon at the Default Rate and together with payment of a Late Fee.

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7.2 **Insurance.** In addition to insurance an Owner is required to carry in connection with any Alteration pursuant to Section 6.1(B), each Owner, at its sole cost and expense, shall procure and maintain for the term of this Agreement the following insurance.

(A) **Liability Insurance.** Each Owner will at all times will maintain in full force and effect, with good and solvent insurance companies authorized to do business in the State of Illinois, (1) general comprehensive public liability insurance against all claims for personal injury, death or property damage occurring upon, in or about the Project and (2) automobile liability insurance for owned, non-owned and hired vehicles; provided, however, the Archdiocese may satisfy such coverage requirements through self insurance and self-insurance retention. In accordance with the Owners' mutual intent, each Owner's coverage will be primary with respect to any liability or loss incurred in connection with any use or enjoyment of any portion of Project or any other actions or course of conduct which arise by, through or under that Owner (including, without limitation, any breach by that Owner of its obligations under this Agreement). For any Permitees of either Owner, their occupancy, actions and omissions will be regarded as arising by, through or under such Owner. Each such policy will be underwritten on an "occurrence" basis; will name the other Owner as an additional insured as its interests may appear; and will have a single occurrence limit of coverage of not less than \$2,000,000 and with an umbrella coverage limit of not less than \$5,000,000 (provided that this minimum from time to time may be increased by Developer giving the Archdiocese written notice thereof so long as such increase is not materially inconsistent with the Maintenance Standard). Each of these coverages will also include a contractual liability endorsement for any breach or default of the insuring Owner's obligations under this Agreement, will provide that the same may not be cancelled or materially modified without at least 30 days' prior written notice to the other Owner, and will otherwise contain terms which are reasonably satisfactory to the other Owner as determined in the ordinary course of business. This coverage may be provided by any Owner pursuant to a blanket policy, provided the blanket policy expressly makes a separate allocation to the properties of the requisite coverage amounts established pursuant to the foregoing provisions.

(B) **Property Insurance.** Developer will carry insurance against loss or damage to the Developer Property (the "Property Insurance"), including without limitation, the Common Facilities and Project Structure, by fire, windstorm, tornado and hail and against loss and damage by such other, further and additional risks as may be now or hereafter embraced by an "all-risk" form of insurance policy (or the relative equivalent thereof available from time to time in the marketplace). This coverage will be in an amount equal to the full replacement cost from time to time of the Developer Property. The Archdiocese will carry or cause to be carried insurance against loss or damage to the Archdiocese Property, including all fixtures and personal property located in the therein, by fire, windstorm, tornado and hail and against loss and damage by such other, further and additional risks as may be now or hereafter embraced by an "all-risk" form of insurance policy (or the relative equivalent thereof available from time to time in the marketplace). This coverage will be in an amount equal to the full replacement cost from time to time of the Archdiocese Property, including all fixtures and personal

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property located in the therein, to the extent available, and will be on an agreed value basis to eliminate the effects of co-insurance.

(C) **Certificates of Insurance**. Within 10 days after the Effective Date, the Archdiocese will furnish to Developer and Developer will furnish to the Archdiocese an insurance certificate or certificates reasonably evidencing their respective procurement and maintenance of the insurance coverages required hereunder, and prior to any expiration of the given coverage, a new certificate or certificates and a copy of a new binder or binders (if applicable) reasonably evidencing the renewal thereof. If any Owner fails for any reason to obtain and maintain its required insurance coverage(s) under the foregoing provisions, then the Owner so failing to insure will indemnify the other Owner against any liability, loss, cost or expense, including attorneys' fees, that such other Owner incurs as a result of the failure of the applicable insurance coverage.

(D) **Worker's Compensation**. Each Owner (if applicable) shall carry worker's compensation insurance in amounts as required by Law and employer's liability insurance in not less than the following amounts: bodily injury by accident, \$1,000,000 each accident; bodily injury by disease, \$1,000,000 each employee; bodily injury by disease, \$1,000,000 policy limit.

7.3 **Waiver of Claims**. Developer hereby waives any and all rights and claims to recover against the Archdiocese for any property damage to the Developer Property or its contents and for any liability for injuries to Developer's employees, if any. Conversely, the Archdiocese hereby waives any and all rights and claims to recover against Developer for any property damage to the Archdiocese Property or its contents and for any liability for injuries to the Archdiocese's employees, if any. This mutual waiver will inure to the benefit of the parties hereto and their respective Permittees. The foregoing provisions are intended to and will act as a mutual waiver of any subrogation rights that each party's respective insurer(s) may otherwise have against the other party for any insured loss suffered by the insured party. The parties from time to time will cause their respective insurer(s) to issue appropriate waiver of subrogation rights endorsements for such insurance policies (provided that their failure to do so will not in any way limit or impair the effect of the foregoing waiver of subrogation rights).

ARTICLE 8 CASUALTY AND CONDEMNATION

8.1 **Damage Affecting Only Archdiocese Property or Developer Property**. If any portion of the Project is damaged by fire or other casualty and (A) if such damage occurs within the Archdiocese Property only and does not affect the Developer Property, or (B) if such damage occurs within the Developer Property only and does not affect the Archdiocese Property, then any such damage shall be repaired and restored by the Owner of the portion of the Project in which any such damage occurs in as timely a manner as practicable under the circumstances, and such Owner shall, in accordance with the provisions of Article 15 hereof, be entitled to withdraw any insurance proceeds held by the Depositary by reason of any such damage, for application to the cost and expense of the repair and restoration of any such damage. If at any time the Owner so obligated to repair and restore such damage shall not proceed diligently with any repair or restoration adversely and materially affecting an easement in favor of another Owner or Owners

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or services to be furnished the other Owner hereof, then (i) the Creditor Owners may give written notice to the Defaulting Owner specifying the respect or respects in which such repair or restoration is not proceeding diligently and, if, upon expiration of thirty (30) days after the receipt of such notice, any such work of repair or restoration is still not proceeding diligently, then the Creditor Owners may perform such repair and restoration and may take all appropriate steps to carry out the same; or (ii) in an Emergency Situation, the Creditor Owners may immediately perform such repair or restoration and may take all appropriate steps to carry out the same. The Creditor Owners in so performing such repair and restoration shall, in accordance with Article 15 hereof, be entitled to withdraw any insurance proceeds and any other monies held by the Depository as a result of any such damage, for application to the cost and expense of any such repair or restoration and shall also be entitled to reimbursement upon demand from Defaulting Owner for all costs and expenses incurred by Creditor Owners in excess of said insurance proceeds. Repair and restoration under this Section 8.1 shall constitute Alterations, except that the Owner performing the repair and restoration shall not be required to obtain the other Owners' consent if such consent would not otherwise be required under Article 6.

8.2 **Joint Damage.** If the Project is damaged by fire or other casualty and if the provisions of Section 8.1 hereof are not applicable because the nature of the damage is such that it does not fall within any of the categories set forth in clause (A), or (B), of Section 8.1, then to the extent such damage does not fall within any of such categories, the repair and restoration of only that portion of such damage which does not fall within those categories shall be the joint responsibility of the Owner or Owners in whose portion of the Project the damage occurs or whose Facilities are damaged (the "Affected Owners"). Said repair and restoration shall be commenced and pursued to completion in as timely a manner as practicable and shall be performed on behalf of the Affected Owners by a contractor or contractors jointly selected by the Affected Owners, from contractors who are licensed to do business in the State of Illinois and who have substantial experience in the construction and renovation of properties of similar age and type of construction, in the downtown Chicago area. Participation by an Affected Owner in selecting an Architect/Engineer or contractor shall be limited to the selection of the Architect/Engineer preparing plans and specifications for, and the contractor performing repair or restoration of, its actual areas or Facilities damaged. In the event the Affected Owners, and their Mortgagees, if required, fail to agree upon the selection of a contractor or contractors, the Affected Owners shall request the advice of the Architect/Engineer. If after receiving the Architect/Engineer's advice, the Affected Owners and their Mortgagees cannot agree on a contractor or contractors, then the selection of a contractor or contractors shall be an Arbitrable Dispute. The plans and specifications for such repair and restoration shall be prepared by the Architect/Engineer, unless the Affected Owners otherwise agree upon another person or entity to prepare them in accordance with instructions given by all Affected Owners, which plans and specifications shall be subject to the reasonable approval of the Mortgagees. Such plans and specifications shall provide for the damaged portion of the Project to be rebuilt as nearly identical as commercially practicable to the damaged portion of Project as constructed prior to the damage unless prohibited by law or unless the Affected Owners otherwise agree, subject to the approval of their Mortgagees and subject to the consent of other Owners under Article 6 where required. The Architect/Engineer (or other architect or engineer preparing the plans and specifications) shall furnish to each of the Affected Owners, and the Mortgagees, a set of the plans and specifications which it has prepared or caused to be prepared. Unless the Affected Owners otherwise agree (subject to the approval of their Mortgagees, provided, however, such

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approval of the Mortgagees shall be required only if required under the applicable loan documents), any contractor or contractors shall work under the supervision of the Architect/Engineer (or other architect or engineer preparing the plans and specifications), and the Architect/Engineer (or other architect or engineer preparing the plans and specifications) is hereby authorized and directed to instruct the Depository, from time to time, but only with the prior approval of the Affected Owners and their Mortgagees, as such repair and restoration progresses, to disburse in accordance with Article 15 hereof, the insurance proceeds held by the Depository and any other monies deposited with the Depository pursuant to Section 8.3 hereof for application against the cost and expense of any such repair and restoration.

8.3 Deposit of Costs. In any instance of repair or restoration pursuant to Sections 8.1 or 8.2 hereof, the Archdiocese or the Developer may require that an estimate of the cost or expense of performing such repair or restoration be made by a reputable independent professional construction cost-estimating firm, unless a construction contract providing for the performance of such repair and restoration at a stipulated sum has theretofore been executed. If said estimate or stipulated sum, or if the actual amount incurred in performing repair or restoration, exceeds the amount of insurance proceeds, if any, paid or payable by reason of the damage, then any Owner may at any time give notice to the other Owners demanding that each Owner deposit with the Depository the amount of such excess cost and expense attributable to each Owner pursuant to Section 8.5. Any Owner maintaining deductible amounts shall deposit the deductible amounts; provided that, in the event of joint damage described in Section 8.2 above, Developer shall be responsible for 95.22% and Archdiocese shall be responsible for 4.78% of the deductible costs for the Property Insurance, unless (a) the Archdiocese has caused the adverse effect on the Project Structure safety or integrity due to its gross negligence or willful misconduct, in which case the Archdiocese shall be solely responsible for all insurance deductible costs and expenses incurred by Developer in connection with such work, which the Archdiocese shall pay into the Depository within thirty (30) days of written demand therefor from Developer, together with supporting evidence of such costs, or (b) Developer has caused the adverse effect on the Project Structure safety or integrity due to its gross negligence or willful misconduct, in which case Developer shall be solely responsible for all insurance deductible costs and expenses. In lieu of depositing its share of such excess amount or such deductible amount based upon said estimate or stipulated sum, or actual cost and expense of performing such repair or restoration, an Owner may deliver to the Depository security for payment of its share reasonably acceptable to the other Owners, the Depository and the Mortgagees. Such security may be in the form of, but shall not be limited to, an irrevocable and unconditional letter of credit in favor of the Depository in the face amount of the share owed or an irrevocable loan commitment, satisfactory to the other Owners and the Mortgagees, issued by a responsible lending institution to disburse an amount equal to such Owner's share of such excess or deductible amount to the Depository to pay the cost and expense of any such repair or restoration as the work progresses, in proportion to such Owner's share of the cost and expense of any such repair or restoration. If the amount of the security required is based on an estimate of the cost and expense of repair and restoration, then the amount of security required to be deposited or available shall be readjusted upward or downward as the work progresses based on actual cost and expenses of the work. If an Owner shall fail to pay, or, as the case may be, deposit, such Owner's share of the cost and expense (or estimated cost and expense) of performing any repair or restoration in accordance with this Section 8.3 or fails to deliver the security provided for above within thirty (30) days after receipt of the other Owners' written demand therefor, then the

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Creditor Owners may pay the Defaulting Owner's share and the Defaulting Owner shall, upon written demand, reimburse the Creditor Owners for such payment and the Creditor Owners' reasonable costs and expenses incurred in connection with such payment.

8.4 **Excess Insurance Proceeds.** Upon completion of the repair and restoration of any damage to the Project, any remaining insurance proceeds paid by reason of such damage shall be refunded to each Owner in proportion to the ratio that the insurance proceeds contributed by such Owner or by such Owner's insurance company bears to the total insurance proceeds made available by the insurer for the repair and restoration or, if the insurance is provided by a single policy covering the Project, then the ratio of insurance proceeds attributed to such Owner's portion of the Project by the insurer or the Owners to the total insurance proceeds made available by the insurer or the Owners for the repair and restoration. For purposes of this Section 8.4, insurance proceeds include deductible amounts.

8.5 **Costs Defined.** For purposes of this Article 8, architects' and engineers' fees, attorneys' fees, consultants' fees, title insurance premiums and other similar costs and expenses relating to repair or restoration shall be included in the costs and expenses of any such repair or restoration.

8.6 **Condemnation in General.** In the event of a taking by the exercise of the power of eminent domain or deed in lieu of condemnation of all or any part of the Project by any competent authority for any public or quasi-public use, the award, damages or just compensation (hereinafter in this Article 8, the "Award") resulting from any such taking shall be allocated and disbursed, and any repair and restoration of the Project shall be performed, in accordance with the requirements of this Article 8. The Owners shall cooperate with one another to maximize the amount of the Award.

8.7 **Payment of Award to Depositary.** All Awards resulting from the taking of all or any part of the Project, Developer Property or Archdiocese Property, other than damages resulting from a taking for the temporary use of space as hereinafter described, shall be paid to the Depositary by the Owners, regardless of the Owner who received the Award, except as otherwise provided in Section 8.8 and the Depositary shall disburse the Award as hereinafter provided. The obligations of the Developer and Archdiocese under this Article 8 relating to payment or deposit of any Award for taking of the Developer Property or Archdiocese Property, or any interest therein, shall be subject to the rights of any tenant of the Developer Property or Archdiocese Property under a lease existing as of the date this Agreement is recorded.

8.8 **Taking of Only One Parcel.** In the event of: (A) a taking of a part of the Archdiocese Property only (not including any portion of the Developer Property), or (B) a taking of a part of the Developer Property only (not including any portion of the Archdiocese Property), only then the Owner of the portion of the Project in which the taking occurred shall repair and restore the remainder of its portion of the Project to form an architectural and functional whole, if the failure to do so would adversely and materially affect an easement in favor of the other Owner essential to the other Owner's operations or the services to be furnished the other Owner under this Agreement. Such repair and restoration shall be commenced and pursued to completion in as timely a manner as practicable under the circumstances and shall be at the sole cost and expense of the Owner of the portion of the Project in which the taking occurred. Such

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Owner shall be entitled to withdraw any Award paid to the Depositary by reason of such taking for application to the cost of said repair and restoration in accordance with the provisions of Article 15 hereof and to retain any excess not required for such repair and restoration; provided, however, that the right of any particular Owner to receive a portion of such excess, if any, shall be subject to the provisions of Section 12.12 and to its Mortgages encumbering its parcel. If the cost of repair or restoration is estimated to be less than \$100,000, then the Award need not be paid to the Depositary. If at any time any Owner so obligated to repair and restore such damage shall not proceed diligently with any repair or restoration which adversely and materially affects an easement in favor of the other Owner or the services to be furnished the other Owners under this Agreement, then (i) a Creditor Owner may give written notice to the Defaulting Owner specifying the respect or respects in which such repair or restoration is not proceeding diligently and, if, upon expiration of ten (10) business days after the receipt of such notice, any such work of repair or restoration is still not proceeding diligently, then a Creditor Owner may perform such repair and restoration and may take all appropriate steps to carry out the same; or (ii) in an Emergency Situation (other than an Emergency Situation involving solely an economic loss) a Creditor Owner may immediately perform such repair or restoration and may take all appropriate steps to carry out the same. The Creditor Owner in so performing such repair and restoration shall, in accordance with Article 15 hereof, be entitled to withdraw any Award and any other monies held by the Depositary as a result of any such taking, for application to the cost and expense of any such repair or restoration and shall also be entitled to reimbursement upon demand from Defaulting Owner for all costs and expenses incurred by Creditor Owner in excess of the Award and other monies. Repair and restoration under this Section 8.8 constitutes Alterations, except that the Owner performing repair and restoration shall not be required to obtain the other Owner's consent if it would not otherwise be required under Article 6.

8.9 Repair and Restoration by All Owners. In the event of a taking other than (A) a taking described in Section 8.8 hereof, or (B) a taking of all or substantially all of the Project or all of the Archdiocese Property or Developer Property, then, subject to the provisions of Section 8.11 hereof, the Owners shall cooperate to repair and restore the remainder of the Project in accordance with plans and specifications (hereinafter described) approved by all Owners and their Mortgagees. Such repair and restoration shall be commenced and pursued to completion in as timely a manner as practicable under the circumstances and shall be performed on behalf of the Owners by a contractor or contractors jointly selected by the Owners (subject to the approval of their Mortgagees, except as hereinafter provided). In the event the Owners (with approval of their Mortgagees, when required above) fail to agree upon the selection of a contractor or contractors, the Owners shall request the advice of the Architect/Engineer. If after receiving the Architect/Engineer's advice, the Owners (with approval of their Mortgagees, when required above) cannot agree on a contractor or contractors, then the selection of a contractor or contractors shall constitute an Arbitrable Dispute. If such repair and restoration is to be performed solely in the Archdiocese Property or Developer Property, then the approval of another Owner (and approval by its Mortgagee) shall not be required with respect to the plans and specifications therefor which do not constitute Alterations requiring consent of the other Owner under Article 6, nor shall the consent of the other Owner (and approval by its Mortgagee) be required with respect to the selection of a contractor. In such event, however, the Archdiocese, and/or the Developer, as the case may be, shall consult with each other (and such other Owner's respective Mortgagee) regarding those matters. The plans and specifications for such repair and restoration shall be prepared by the Architect/Engineer, unless the Owners shall

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otherwise agree, all subject to the approval of their Mortgagees. Such plans and specifications shall provide for repair and restoration of the remainder of the Project to form an architectural and functional whole, with such changes in the Project as shall be required by reason of such taking. If, as a result of such taking, any easements or covenants under this Agreement are extinguished or materially impaired, then changes shall be made to provide for easements and for furnishing of services comparable, to the extent commercially practicable, to easements created under this Agreement. The Architect/Engineer will furnish to each of the Owners (but only if and to the extent such Owner's approval is required) and the Mortgagees a set of such plans and specifications for their approval. Unless the Owners otherwise agree (subject to the approval of their Mortgagees), the contractor or contractors shall work under the supervision of the Architect/Engineer, and the Architect/Engineer is hereby authorized and directed to instruct the Depository, from time to time, but only with the prior approval of the Owner or Owners in whose portion of the parcel such repair and restoration is being performed and the Mortgagees of such parcel, as such repair and restoration progresses, to disburse, in accordance with Article 15 hereof, any Award paid to the Depository for application to the cost and expense of such repair and restoration.

8.10 **Excess Award** The Award for any taking described in Section 8.9 shall first be used to pay for the repair and restoration. Any excess of the Award over the cost of repair and restoration shall then be allocated to an Owner in the same ratio that the apportionment of the Award to such Owner (including other parties with an interest in such Owner's portion of the Project) bears to the apportionment of the Award to the other Owner (including parties with an interest in the other Owners' portion of the Project); provided that, the right of an Owner to receive its share of any such excess shall be subject to the provisions of Section 12.12 with respect to its Mortgagees. If there is no apportionment in any judicial or administrative proceeding, the Owners shall petition for such apportionment, if possible. Otherwise, the Owners shall negotiate with one another in good faith to arrive at an allocation to each of such excess based upon the same general criteria that would have been used in such proceedings to apportion the Award. A failure to arrive at a mutually acceptable allocation shall constitute an Arbitrable Dispute.

8.11 **Allocation of Award**. In the event of a taking of all or substantially all of the Project, the Award for such taking shall be allocated to the Owners in accordance with the apportionment made in any final judicial or administrative proceedings in connection with the taking and paid to the Owners, subject to the rights of their respective Mortgagees, in accordance with said apportionment; provided, however, that the right of an Owner to receive its share of any award and payment shall be subject to the provisions of Section 12.12 with respect to its Mortgagees. For the avoidance of doubt, one Owner's Mortgagee shall not have any rights to the other Owner's share of any award.

ARTICLE 9 **INDEMNIFICATION**

9.1 **Indemnity by Archdiocese**. The Archdiocese covenants and agrees, at its sole cost and expense, to indemnify, defend and hold harmless Developer from and against any and all claims, including any actions or proceedings, against Developer, for losses, liabilities, damages, judgments, costs and expenses by or on behalf of any Person other than Developer,

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arising from the occurrence of any Environmental Event (including, without limitation, Hazardous Materials on the Archdiocese Property and the remediation thereof), arising from the violation of any Environmental Laws by the Archdiocese, arising from the Archdiocese's negligent use, possession or management of the Archdiocese Property or activities therein or arising out of the Archdiocese's negligent use, willful misconduct, exercise or enjoyment of an Easement, or arising from the serving of alcoholic beverages in the Archdiocese Property, whether in compliance or violation of the provisions of Section 4.8, and from and against all costs, reasonable attorneys' fees (including appeals of any judgment or order), expenses and liabilities incurred with respect to any such claim, action or proceeding arising therefrom. In case any action or proceeding is brought against Developer by reason of any such claim, the Archdiocese, upon notice from Developer, covenants to resist or defend such action or proceeding with attorneys reasonably satisfactory to Developer. Any counsel for the insurance company providing insurance against such claim, action or proceeding shall be presumed reasonably satisfactory to Developer. Notwithstanding the foregoing, the Archdiocese shall be solely responsible for the resolution of any municipal code violations that may be alleged in connection with its use and enjoyment of Lot 2, and it shall indemnify, defend and hold harmless Developer from and against any and all claims, actions or proceedings relating to such violations.

9.2 **Indemnity by Developer.** Developer covenants and agrees, at its sole cost and expense, to indemnify, defend and hold harmless the Archdiocese from and against any and all claims, including any actions or proceedings, against the Archdiocese, for losses, liabilities, damages, judgments, costs and expenses by or on behalf of any Person other than the Archdiocese, arising from the occurrence of any Environmental Event (including, without limitation, Hazardous Materials on the Developer Property and the remediation thereof), arising from the violation of any Environmental Laws by Developer, arising from the violation of any Environmental Laws by Developer, arising from Developer's negligent use, possession or management of the Developer Property or activities therein or arising out of Developer's negligent use, willful misconduct, exercise or enjoyment of an Easement, or arising from the serving of alcoholic beverages in the Developer Property, whether in compliance or violation of the provisions of Section 4.8, and from and against all costs, reasonable attorneys' fees (including appeals of any judgment or order), expenses and liabilities incurred with respect to any such claim, action or proceeding arising therefrom. In case any action or proceeding is brought against the Archdiocese by reason of any such claim, Developer, upon notice from the Archdiocese, covenants to resist or defend such action or proceeding with attorneys reasonably satisfactory to the Archdiocese. Any counsel for the insurance company providing insurance against such claim, action or proceeding shall be presumed reasonably satisfactory to the Archdiocese. Notwithstanding the foregoing, Developer shall be solely responsible for the resolution of any municipal code violations that may be alleged in connection with its (or any of its tenants) use and enjoyment of Lot 1, and it shall indemnify, defend and hold harmless the Archdiocese from and against any and all claims, actions or proceedings relating to such violations.

ARTICLE 10 **DEFAULT; REMEDIES**

10.1 **Default; Remedies.** If any Owner breaches any of its obligations under this Agreement, which breach remains uncured thirty (30) days after notice thereof from the non-

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breaching Owner (or such shorter or longer period of time provided for in this Agreement with respect to a particular matter), such breach shall be a default under the terms of this Agreement. Notwithstanding the foregoing, with respect to any breach of a party's obligation to pay money, the cure period for such matter shall be shortened from thirty (30) days to ten (10) days (or such shorter or longer period of time provided for in this Agreement with respect to a particular matter). Upon the occurrence of any default hereunder by either Owner, the non-defaulting Owner, in addition to any remedies provided for in this Agreement, has such remedies as may be available at law or equity for such default, provided, however that each Owner waives and relinquishes any right it may have to damages for "economic loss" (including lost profits, however characterized) or punitive, exemplary, special or consequential damages as a result of any breach by the other Owner of its obligations under this Agreement. Any and all such remedies may be pursued by the non-defaulting Owner, either successively or concurrently, and the exercise of any one remedy will not bar the exercise of any other remedy. All such remedies are specifically cumulative with, and non-exclusive of, an Owner's right to exercise any lien right provided for in this Agreement. All payments due from one Owner to another under this Agreement shall accrue interest at the rate of 12% per annum (the "Default Rate"), from and after that date on which an Owner is in default under the terms of this Agreement with respect to the failure to make such payment. With respect to any payment default, in addition to any other rights or remedies the non-defaulting party may have, the non-defaulting party shall be entitled to a lien against the portion of the Project owned by the defaulting party in accordance with the terms and conditions of Section 5.4.

10.2 **No Set-Off.** Each claim of either Owner arising under this Agreement shall be separate and distinct, and no defense, set-off, offset or counterclaim arising against the enforcement of any lien or other claim of either Owner shall thereby be or become a defense, set-off, offset or counterclaim against the enforcement of any other lien or claim; provided, however, this Section 10.2 shall not apply to the Archdiocese's obligation to pay the Expense Payment in the event that Developer fails to perform the services pursuant to and in accordance with the terms and conditions of this Agreement.

10.3 **Period of Limitation.** Actions to enforce any right, claim or lien under this Agreement shall be commenced within three (3) years immediately following the date the cause of action accrued, or such other shorter period as may be provided by Law.

10.4 **Attorneys' Fees.** A Defaulting Owner shall pay the reasonable attorneys' fees and court costs (including appeals of any judgment or order) paid or incurred by the Creditor Owner in successfully enforcing its rights against the Defaulting Owner under this Agreement. In the case of an appeal, attorneys' fees shall be payable after the decision in such appeal.

10.5 **Owner Right in Emergency Situation.** Without limiting any other rights or remedies of an Owner, including any other provision of this Agreement which grants such Owner (the "Non-Defaulting Owner") the right to perform an obligation which the Defaulting Owner, such Non-Defaulting Owner shall have the right, in an Emergency Situation, upon reasonable advance notice, if possible under the circumstances and which may be oral, to perform the obligation which the Defaulting Owner has failed to perform until the Defaulting Owner cures such default. The Non-Defaulting Owner shall be entitled to payment from the Defaulting Owner for all costs and expenses (including reasonable attorney's fees, including

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appeals from judgments or orders) paid or incurred by the Non-Defaulting Owner in performing such obligation which the Defaulting Owner has failed to perform. Where a specific self-help right is granted to the Non-Defaulting Owner elsewhere under this Agreement for non-performance of an obligation, such provision shall control.

10.6 **Unavoidable Delays.** Neither Owner shall be deemed to be in default in the performance of any obligation created under or pursuant to this Agreement, other than an obligation requiring the payment of a sum of money, if and as long as non-performance of such obligation shall be directly caused by fire or other casualty, national emergency, Laws, enemy action, flood, civil commotion, strikes, lockouts, unavailability of labor or materials to projects generally in the Chicago metropolitan area, war or national defense preemptions, acts of God, energy shortages or similar causes beyond the reasonable control of such Owner (each, an "Unavoidable Delay") and the time limit for such performance shall be extended for a period equal to the period of any such Unavoidable Delay. The Owner unable to perform (hereinafter in this Article the "Non-Performing Party") shall notify the other Owner in writing of the existence and nature of any Unavoidable Delay within a reasonable time after the onset of any such Unavoidable Delay. The Non-Performing Party shall, from time to time upon written request of the other Owner, keep such other Owner fully informed, in writing, of all further developments concerning any such Unavoidable Delay. If non-performance is due to an Unavoidable Delay which does not affect another Owner's self-help remedy which otherwise may be exercised for such non-performance, then notwithstanding such Unavoidable Delay such other Owner shall still be entitled to such remedy with respect to those obligations to have been performed by the Owner unable to perform which are the subject of Unavoidable Delay.

ARTICLE 11 ARBITRATION

11.1 **Disputes Subject to Arbitration.** Except as otherwise specifically provided below, all questions, differences, disputes, claims or controversies arising among or between Owners under this Agreement shall be an Arbitrable Dispute. In no event shall an action for specific performance or injunctive relief be deemed an Arbitrable Dispute, and such actions shall not be subject to the provisions of this ARTICLE 11.

11.2 **Arbitration Procedure.** If an Arbitrable Dispute is not resolved within 60 days after it arises, such Arbitrable Dispute shall be submitted for arbitration to a single arbitrator at the Chicago, Illinois office of the American Arbitration Association in accordance with its then existing Commercial Arbitration Rules for expedited arbitration. Each Owner shall cause the arbitrator to be selected within ten (10) business days, and proceedings shall commence within five business days after selection of the arbitrator, notwithstanding that a longer period may be allowed under the Commercial Arbitration Rules. Any award issued by the arbitrator shall take into account and be consistent with the terms of this Agreement governing the subject of the dispute. Such arbitration may be initiated by either Owner, and the Owner initiating arbitration shall notify the Mortgagees of the filing of a claim and demand in arbitration within five days thereafter. The Owners may not seek injunctive relief in the arbitration. The fees and costs of such arbitration (filing fees, arbitrators' fees and expenses, court reporter's fees and transcript fees, but exclusive of witness fees and attorneys' fees) shall be borne equally by the Owners; provided that the arbitrator may include in its award any of the fees and costs of arbitration. Any

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award of the arbitrator shall be final and binding upon the Owners and judgment thereon shall be entered by any court of competent jurisdiction. Any award including payment of delinquent amounts shall include interest on such delinquent amounts at the rate set forth in this Agreement. Where a dispute involves both Arbitrable Disputes and matters which are not Arbitrable Disputes which are not incidental to the Arbitrable Dispute and not easily divisible from it, the dispute shall not be submitted to arbitration.

ARTICLE 12 GENERAL

12.1 Notice to parties. Each notice, demand, request, consent, approval and other communication under this Agreement shall be in writing, and shall be deemed duly given or made at the time and on the date when personally delivered as shown on a receipt therefor which shall include delivery by a nationally recognized overnight delivery service) or upon receipt (or refusal of delivery) after being mailed by prepaid, certified mail, return receipt requested, to the address for each Owner set forth below.

If to Developer: 625 W. Adams, LLC
c/o CA Office, LLC
1 Prudential Plaza
130 East Randolph Street, Suite 2100
Chicago, Illinois 60601
Attention: Casey R. Wold, John Dempsey
and James Reiland

and: c/o White Oak Realty Partners
200 West Jackson Blvd. Suite 1330
Chicago, IL 60606
Attention: Richard Blum

with copy to: Polsinelli PC
150 N. Riverside Plaza, Suite 3000
Chicago, IL 60606
Attention: Eric Greenfield and Patrick Elder

If to the Archdiocese: Archdiocese of Chicago
835 North Rush Street
Chicago, Illinois 60611
Attention: Director of Finance

with a copy to: Katten Muchin Roseman LLP
525 West Monroe Street
Chicago, Illinois 60661
Attention: Seth R. Madorsky

and: Old St. Patrick's Parish
of the Archdiocese of Chicago

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711 West Monroe Street
Chicago, Illinois 60661
Attention: Business Manager

and:

Archdiocese of Chicago
Office of Legal Services
835 North Rush Street
Chicago, Illinois 60611

and to any Mortgagee which has complied with the provisions of Section 12.12 hereof.

Either Owner may designate a different address from time to time, provided however it has given at least 10 business days' advance notice of such change of address. If any Owner shall cease to be the owner of its respective portion of the Project, and the succeeding owner of that portion of the Project shall fail to give a notice of change of address, then notices may be sent to any one of the following: (i) to the last owner of record disclosed to the Owner giving notice, (ii) to "Owner of Record" at the street address for that owner's portion of the Project as designated by the U.S. Postal Service (or by the successor of the U.S. Postal Service), or (iii) to the grantee at the address shown in that last recorded conveyance of the portion of the Project in question.

12.2 Run with the Land. Except as otherwise expressly provided herein, this Agreement and all the provisions of this Agreement will run with the land and the ownership of the Archdiocese Property and the Developer Property, and the Easements and other provisions of this Agreement will act as an appurtenant benefit and burden for each portion of the Project which is intended to be benefited and/or burdened thereby and the owner of that respective portion of the Project. References herein to each Owner will include the initial Owner named in this Agreement and its successors in interest in the ownership of its respective portion of the Project. If an Owner conveys its interest in its portion of the Project by an instrument recorded in the records of the Recorder of Deeds of Cook County, Illinois, then the transferee will automatically be deemed to have assumed and agreed to be bound by this Agreement and will have personal liability for all obligations hereunder accruing from and after the transfer, and the transferor will thereupon be released and discharged from any and all obligations under this Agreement applicable to the pertinent portion of the Project which accrue after the date of transfer; provided, however, that the foregoing will not be construed to limit or impair the applicability or enforceability of any lien granted hereunder for a payment that is delinquent or owing at the time of transfer, including the liens provided for in Section 5.4 and Section 6.2 of this Agreement, and the transferee will acquire subject to all such lien rights (whether or not any specific evidence thereof has been recorded).

12.3 Estoppel Certificates. Each Owner shall, from time to time, within 10 business days after written request from the other Owner, any prospective transferee of such Owner, or any Mortgagee or prospective Mortgagee which has complied with the notice provisions hereof, execute, acknowledge and deliver to the requesting Owner, a certificate ("Estoppel Certificate") stating:

(A) That the terms and provisions of this Agreement are unmodified and are in full force and effect or, if modified, identifying such modifications;

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(B) Whether, to the knowledge of the Owner executing the Estoppel Certificate, there is any existing default under this Agreement (or grounds therefor after giving the requisite notice hereunder) by the requesting Owner and, if so, specifying the nature and extent thereof;

(C) Whether there are any sums which the Owner executing such Estoppel Certificate is entitled to receive or demand from the requesting Owner, and if there is any such sum, specifying the nature and amounts thereof, and if there be any such work, specifying the nature and extent thereof and the projected amount to be paid by the requesting party;

(D) The current address or addresses to which notices given to the Owner executing such Estoppel Certificate are required to be mailed; and

(E) Such other facts or conclusions as may be reasonably requested.

12.4 **Cooperation of Owners.** In fulfilling obligations and exercising rights under this Agreement, each Owner shall cooperate with the other Owner to promote the efficient operation of each respective portion of the Project and the harmonious relationship between the Owners and to protect the value of each Owner's respective portion, estate or interest in the Project. To that end, each Owner shall share information which it possesses relating to matters which are the subject of this Agreement, except such information as an Owner may reasonably deem confidential or privileged or which may be the subject of litigation or which such Owner is prohibited from revealing pursuant to court order. From time to time after the date hereof, each Owner shall furnish, execute and acknowledge, without charge (except where elsewhere provided herein) such other instruments, documents, materials and information as another Owner may reasonably request in order to confirm to such requesting Owner the benefits contemplated hereby, but only so long as any such request does not restrict or abridge the benefits granted the other Owner hereunder.

12.5 **Severability.** The illegality, invalidity or unenforceability under Law of any covenant, restriction or condition or any other provision of this Agreement shall not impair or affect in any manner the validity, enforceability or effect of the remaining provisions of this Agreement.

12.6 **Headings.** The headings of Articles and Sections in this Agreement are for convenience of reference only and shall not in any way limit or define the content, substance or effect of the Articles or Sections.

12.7 **Amendments.** Except as otherwise provided in this Agreement, this Agreement may be amended or terminated only by an instrument signed by each Owner to this Agreement and consented to by each of their respective Mortgagees, if any. Any amendment to or termination of this Agreement shall be recorded with the Recorder.

12.8 **Abandonment of Easements.** Easements created hereunder shall not be presumed abandoned by non-use or the occurrence of damage or destruction of a portion of the Project subject to an Easement, unless the Owner benefited by such Easement states in writing its

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intention to abandon the Easement, together with an express statement of abandonment, provided the consent of the Mortgagees shall also be required with respect to any such abandonment.

12.9 **Applicable Laws.** The parties hereto acknowledge that this Agreement and all other instruments in connection herewith have been negotiated, executed and delivered in the County of Cook, State of Illinois. This Agreement and said other instruments shall, in all respects, be governed, construed, applied and enforced in accordance with the Laws of the State of Illinois, including without limitation, matters affecting title to all real property described herein.

12.10 **No Third-Party Beneficiary.** This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third party beneficiary (except the Mortgagees) under any Laws or otherwise.

12.11 **Incorporation.** Each provision of the Recitals to this Agreement and each Exhibit attached hereto is hereby incorporated in this Agreement and is an integral part hereof.

12.12 **Rights of Mortgagee.** The term "Mortgage" as used herein shall mean any mortgage (or any trust deed) of all or a substantial portion of the real property interest in the Developer Property or the Archdiocese Property given primarily to secure the repayment of money owed by the mortgagor. The term "Mortgagee" as used herein shall mean the Mortgagee from time to time under any such Mortgage (or the beneficiary under any such trust deed). Each Mortgagee shall have the following rights, to the extent provided for in its Mortgage.

(A) If an Owner's Mortgagee provides written notice to the other Owner specifying its name and address and requesting copies of all notices provided under this Agreement by such Owner, such Owner shall provide such other Owner's Mortgagee a copy of every notice of default given hereunder at the same time as otherwise delivered to the other Owner. The foregoing requirement must be fulfilled in order of any delivery of notice to be deemed valid.

(B) To the extent required by its Mortgage, an Owner's Mortgagee may require that:

(i) the proceeds of any claim under an insurance policy or condemnation Award required to be delivered to such Owner shall, upon notice from a Mortgagee, be delivered to such Owner's Mortgagee; provided, however, in such event, such Mortgagee shall make such proceeds available for repair and restoration of the Project pursuant to Section 8.1, and such Mortgagee shall not use the proceeds for any other purpose.

(ii) If an Owner shall fail to appoint an arbitrator or otherwise take any action as may be required or permitted under this Agreement with respect to arbitration, such appointment or action as otherwise would have been permitted by that Owner may be taken by its Mortgagee and such appointment and action shall be recognized in all respects by the other Owner.

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(C) A Mortgagee shall have the absolute right, but no duty or obligation, to cure or correct a breach of this Agreement by an Owner whose property is secured by the Mortgagee's Mortgage within any applicable cure period provided for such breach by such mortgagor Owner.

(D) All Mortgagees, as the same may change from time to time, shall be third-party beneficiaries of this Agreement; provided that, for the avoidance of doubt, the liens of any Mortgages shall be subordinate and subject to this Agreement.

12.13 **Waiver of Mechanics' Liens by Owners.** To the maximum extent permitted by Law, the Owners do hereby fully and completely waive and release, for themselves, their successors and assigns, any and all claim of, or right to, liens, which such Owners may have under the Mechanics Lien Act against, or with respect to the Property or improvements owned by any other Owner or any part thereof, or with respect to the estate or interest of any person in the Property or improvements owned by any other Owner, or any part thereof, or with respect to any material, fixtures, apparatus or machinery furnished or to be furnished pursuant to this Agreement, by the Owners, their successors, assigns, materialmen, contractors, subcontractors, or sub-subcontractors, of any labor services, material, fixtures, apparatus, machinery, improvements, repairs or alterations in connection with the Property or the improvements thereon, other than with respect to any of the foregoing furnished pursuant to ARTICLE 5 or ARTICLE 6. The Owners agree that the legal effect of this Agreement is that no mechanics' lien or claim may be filed or maintained by any Owner under the Mechanics' Lien Act with respect to that portion of the Project or improvements owned by any other Owner, except as set forth in ARTICLE 5 and ARTICLE 6 of this Agreement. The provisions of this Section 12.13 are not intended to waive any lien created under ARTICLE 5 or ARTICLE 6.

ARTICLE 13 **LIMITATION OF LIABILITY**

13.1 **Limitation of Liability.** The liability under this Agreement of an Owner shall be limited to and enforceable solely against such Owner's interest in the Project (including insurance and condemnation proceeds attributable to the Project).

13.2 **Transfer of Ownership.** If either Owner sells, assigns, transfers or conveys its portion of the Project (other than as security for a loan to such Owner and other than pursuant to a lease, license or similar agreement), then (a) such Owner, upon the express assumption of such Owner's obligations by the transferee, shall be relieved of any and all covenants and obligations arising under this Agreement from and after the date of such sale, assignment, transfer or conveyance, and (b) the Person who succeeds to such Owner's interest in such portion of the Project shall be deemed to have assumed any and all of the covenants and obligations arising under this Agreement of such Owner both theretofore accruing or which accrue under this Agreement from and after the date of such sale, assignment, transfer or conveyance.

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ARTICLE 14 DEPOSITARY

14.1 **Appointment of Depositary.** A depositary (the "Depositary") shall be appointed, at or before such time as the duties of Depositary are to be performed, in the manner hereinafter provided to receive insurance proceeds and condemnation Awards, to disburse such monies and to act otherwise in accordance with the terms and provisions of this Agreement. The Depositary shall be appointed by Developer so long as the Depositary is both (a) one of the then five (5) largest banks or trust companies (measured in terms of capital funds) with principal offices in Chicago, Illinois and (b) not a Mortgagee of all or a substantial portion of the real property interest in the Developer Property or the Archdiocese Property. Developer may at any time propose a Depositary meeting the requirements set forth in this Section 14.1. The Depositary shall be entitled to receive from each of the Owners said Owner's equitable share of the Depositary's reasonable fees and expenses for acting as Depositary, as such share is agreed to by the Owners, and may retain said fees and expenses, free of trust, from monies held by it. Any Owner may propose to the other Owners how such fee shall be shared and if the Owners fail to agree on a cost sharing arrangement within ten (10) business days after receipt of an Owner's proposal, such disagreement shall become an Arbitrable Dispute. Any Depositary appointed to act hereunder shall execute an agreement with the Owners accepting said appointment in substantially the form attached hereto as Schedule 14.1 and made part hereof.

14.2 **Liability of Depositary.** The Depositary shall not be liable or accountable for any action taken or disbursement made in good faith by the Depositary, except that arising from its own negligence. The Depositary's reliance upon advice of independent competent counsel shall be conclusive evidence of good faith, but shall not be the only manner in which good faith may be shown. The Depositary shall have no affirmative obligation to prosecute a determination of the amount of, or to effect the collection of, any insurance proceeds or condemnation Award or Awards unless the Depositary shall have been given an express written authorization from the Owners; provided that if only one Owner is entitled to said insurance proceeds or condemnation Award or Awards, then said Owner may authorize the Depositary to so proceed. In addition, the Depositary may rely conclusively on any certificate furnished by the Architect/Engineer to the Depositary in accordance with the provisions of Section 15.1 hereof and shall not be liable or accountable for any disbursement of funds made by it in reliance upon such certificate or authorization.

14.3 **Interest on Deposited Funds.** The Depositary shall have no obligation to pay interest on any monies held by it, unless the Depositary shall have given an express written undertaking to do so; or, unless all of the Owners for whose benefit monies are being held have requested, and the Mortgagees of said Owner have concurred, in connection with a specified deposit of funds with the Depositary, that the Depositary undertake to do so. However, if the monies on deposit are not held in an interest-bearing account pursuant to an agreement among the Depositary and said Owner, then the Depositary, within thirty (30) days after request from any Owner given to the Depositary and to the other Owner, shall purchase with such monies, to the extent feasible, negotiable United States Government securities payable to bearer and maturing within ninety (90) days from the date of purchase thereof, except insofar as it would, in the good faith judgment of the Depositary, be impracticable to invest in such securities by reason of any disbursement of such monies which the Depositary expects to make shortly thereafter, and

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the Depositary shall hold such securities in trust in accordance with the terms and provisions of this Agreement. Any interest paid or received by the Depositary on monies or securities held in trust, and any gain on the redemption or sale of any securities, shall be added to the monies or securities so held in trust by the Depositary. Unless the Depositary shall have undertaken to pay interest thereon, monies received by the Depositary pursuant to any of the provisions of this Agreement shall not be mingled with the Depositary's own funds and shall be held by the Depositary in trust for the uses and purposes herein provided.

14.4 **Indemnification of Depositary.** In consideration of the services rendered by Depositary, the Owners jointly and severally hereby agree to indemnify and hold harmless the Depositary from any and all damage, liability or expense of any kind whatsoever (including, but not limited to, reasonable attorneys' fees and expenses) incurred in the course of Depositary's duties hereunder or in the defense of any claim or claims made against Depositary by reason of its appointment hereunder, except where due to the negligence of the Depositary or actions not taken in good faith by the Depositary. Where the Depositary is only disbursing funds for one Owner, and the other Owner is not involved in the deposit or overseeing of disbursement of funds, such other Owner shall not be obligated to indemnify and hold harmless the Depositary in connection with such duties of the Depositary.

14.5 **Resignation of Depositary.** The Depositary may resign by serving not less than sixty (60) days' prior written notice on all of the Owners and Mortgagees. Within thirty (30) days after receipt of such notice, the Owners jointly shall, in the manner set forth in Section 14.1 appoint a substitute who qualifies under Section 14.1 hereof (if there are duties to be performed at such time by a Depositary or funds are held by the resigning Depositary), and the Depositary shall prepare a final accounting of all funds received, held and disbursed by it and transfer all funds, together with copies of all records, held by it as Depositary to such substitute, at which time its duties as Depositary shall cease. If the Owners shall fail to appoint a substitute within said thirty (30) days, and there are funds held by the resigning Depositary, the Depositary may deposit such funds with either a court of competent jurisdiction or with a bank or trust company in Chicago, Illinois, which qualifies under Section 14.1 hereof.

ARTICLE 15

DISBURSEMENTS OF FUNDS BY DEPOSITARY

15.1 **Disbursement Requests.**

(A) Each request by the Architect/Engineer acting pursuant to the provisions of this Agreement for disbursement of insurance proceeds, any Award or other funds for application to the cost of repair, restoration or demolition (the "work") shall be accompanied by a certificate of the Architect/Engineer or another Person having knowledge of the facts reasonably acceptable to the Owners and their Mortgagees, dated not more than ten (10) days prior to the date of the request for any such disbursement, stating the following in its professional judgment based on periodic observations of the work:

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(i) That the sum requested either (a) has been or will be paid by or on behalf of an Owner (in which event the certificate shall name such Owner) or by or on behalf of all Owners (in which event the certificate shall specify the amount paid by each respective Owner), or (b) is justly due to contractors, subcontractors, materialmen, engineers, architects or other persons (whose names and addresses shall be stated) who have rendered or furnished services or materials for the work; such certificate shall also give a brief description of such services and materials and the principal subdivisions or categories thereof, the respective amounts so paid or due to each of said persons in respect thereof and the amount of any retentions, and shall state the progress of the work up to the date of said certificate and any other information required by Mechanics Liens Act and any title insurer affording coverage against mechanics' liens;

(ii) That the sum requested, plus all sums previously disbursed, less retentions, does not exceed the cost of the work actually in place up to the date of such certificate plus the cost of materials supplied and actually stored on site;

(iii) That no part of the cost of the services and materials described in the certificate has been the basis of the withdrawal of any funds pursuant to any previous request or is the basis of any other pending request for funds; and

(iv) Other information which may from time to time be required by the Mortgagees which is customarily required by mortgagees of comparable office Projects, or as may be agreed to by the Owners.

(B) Upon:

(i) compliance with the provisions of Section 15.1(A), and

(ii) receipt of contractors' and subcontractors' sworn statements required under the Mechanics' Liens Act accompanied by partial or final waivers of lien, as appropriate, and any other information required by the title insurer affording coverage against mechanics' liens from the persons named in the sworn statement, and

(iii) approval by the title insurer, the Owners and the Mortgagees of the lien waivers and other documentation, and the willingness of such title insurer to issue an endorsement (satisfactory to the Owners and the Mortgagees) insuring over possible mechanics' lien claims relating to work in place and the continued priority of the liens in favor of the Mortgagees, the Depository shall, out of the monies so held by the Depository, pay or cause to be paid to the Owners, contractors, subcontractors, materialmen, engineers, architects and other persons named in the Architect/Engineer's certificate and contractors' and subcontractors' sworn statements the respective amounts stated in said certificate and statements due them. Notwithstanding the foregoing, any Owner or Mortgagee or the Depository may require that disbursements be made through the customary form of construction escrow then in use in Chicago, Illinois, with such changes as may

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be required to conform to the requirements or provisions of this Agreement. The Depository may rely conclusively, with respect to the information contained therein, on any certificate furnished by the Architect/Engineer to the Depository in accordance with the provisions of this Section 15.1 and shall not be liable or accountable for any disbursement of funds made by it in reliance upon such certificate or authorization.

15.2 No Lien or Consent by Contractor. No contractor, subcontractor, materialman, engineer, architect or any other person whatsoever, other than the Owners and the Mortgagees, shall have any interest in or right to or lien upon any funds held by the Depository. The Owners, with the consent of the Mortgagees, may jointly at any time provide in writing for a different disposition of funds than that provided for in this Agreement, without the necessity of obtaining the consent of any contractor, subcontractor, materialman, engineer, architect or any other person whatsoever. If at any time the Owners, with the consent of the Mortgagees, shall jointly instruct the Depository in writing with regard to the disbursement of any funds held by the Depository, then the Depository shall disburse such funds in accordance with said instructions, and the Depository shall have no liability to anyone by reason of having so disbursed said funds in accordance with said instructions.

ARTICLE 16

ARCHITECT/ENGINEER

16.1 Appointment of Architect/Engineer. When conditions in the Project require the expertise of an architect and/or engineer, and if required by the provisions of this Agreement, the Owners shall jointly appoint a firm consisting of architects and/or engineers (or a firm of architects and a firm of engineers agreeing to act jointly hereunder) experienced in the design and operation of structures similar to the Project to serve under and pursuant to the terms and provisions of this Agreement (the "Architect/Engineer"). The Architect/Engineer shall, upon its appointment, execute an agreement with the Owners in the form required by the Owners, which agreement shall also incorporate those services necessary to implement the provisions of this Agreement and shall provide that the Owners may cause the then serving Architect/Engineer to be replaced without cause upon thirty (30) days' prior written notice. The Owners jointly may replace the Architect/Engineer for any reason. Any Owner also may cause any Architect/Engineer to be replaced, and the other Owner shall be deemed to have consented to such replacement, if it demonstrates to the other Owner that such then-serving Architect/Engineer has failed to perform its duties hereunder fairly, diligently or competently. A Mortgagee shall have the right to approve the appointment of the Architect/Engineer in the first instance or any replacement of the Architect/Engineer, if required by the terms of its Mortgage. If all Owners do not jointly desire to replace the Architect/Engineer, then the Owner desiring replacement of the Architect/Engineer shall serve notice upon the other Owner and the Mortgagees requesting the removal of the then-serving Architect/Engineer, which notice shall set forth with specificity the respect or respects in which such Architect/Engineer shall have failed to perform fairly, diligently or competently. If, in the opinion of the Owner or Mortgagees receiving such notice, the Owner desiring to replace the Architect/Engineer is not entitled to require the appointment of a new Architect/Engineer pursuant to this Section 16.1, an Owner or Mortgagee receiving such notice and objecting to the appointment of a new Architect/Engineer shall notify the other Owner and Mortgagees of its objection in writing within ten (10) business

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days after receipt of such notice from the requesting Owner. If, within ten (10) business days after receipt by the Owner desiring to replace the Architect/Engineer of such objection, the Owners do not resolve their differences (subject to the approval of their Mortgagees), or if the Owners fail to agree on the form of agreement, then the dispute shall constitute an Arbitrable Dispute. The Architect/Engineer sought to be replaced may give evidence or otherwise participate in the arbitration proceeding, but said proceeding shall not serve any purpose other than the purpose of determining whether an Owner is entitled to have the Architect/Engineer replaced. Any Architect/Engineer acting hereunder shall have the right to resign at any time upon not less than ninety (90) days' prior written notice to the Owners and their respective Mortgagees.

16.2 **Notice of Submission of Dispute to Architect/Engineer.** In any instance when the Architect/Engineer serving pursuant to Section 16.1 hereof is authorized by this Agreement to advise the Owners concerning any dispute or matter, any Owner involved in such dispute or matter may submit the same to the Architect/Engineer. The Owner submitting such dispute or matter shall simultaneously give written notice of the submission of such dispute or matter to the other Owner involved in such dispute and the Mortgagees. The Architect/Engineer shall, except in an Emergency Situation, afford each Owner involved in any dispute or matter, and any attorney or other representative designated by such Owner or the Mortgagees, an opportunity to furnish information or data or to present such party's views. The Architect/Engineer shall not be liable for any advice given by it hereunder or for any other action taken by it hereunder, in good faith and in the absence of negligence. No advice given by the Architect/Engineer under this Agreement shall be binding on the Owners, and an Owner may accept or reject such advice.

16.3 **Replacement of Architect/Engineer.** If any new Architect/Engineer is appointed hereunder, and if the Architect/Engineer being replaced is then engaged in the resolution of any dispute or matter theretofore submitted hereunder, or if the Architect/Engineer being replaced is then engaged in the preparation of any plans and specifications or in the supervision of any work required hereunder or pursuant hereto, then, if the Owners so choose, subject to the consent of the Mortgagees, the Architect/Engineer being replaced shall continue to act as Architect/Engineer with respect, and only with respect, to such pending dispute or matter or the completion of such preparation of plans and specifications or supervision of any such work.

16.4 **Architect/Engineer's Fees.** The Architect/Engineer shall be paid a reasonable fee for any services rendered hereunder and shall be reimbursed for reasonable and necessary expenses incurred in connection therewith, and each Owner involved in the work shall pay its equitable share of such fees. In this regard, in any instance when the Architect/Engineer shall, in accordance with any of the provisions of this Agreement, render services in connection with the preparation of plans and specifications or the supervision of repair, restoration or demolition of the Project or any part thereof, the fees and expenses of the Architect/Engineer shall be considered as costs and expenses of such repair, restoration or demolition, as the case may be, and shall be paid in the same manner as other costs and expenses of repair, restoration and demolition under the provisions of this Agreement pursuant to which the Architect/Engineer is performing such services. If not otherwise provided in this Agreement, the Owners shall agree on the equitable share owed by each Owner. If any Owner shall fail to pay its allocable share of

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any fees or expenses of the Architect/Engineer within ten (10) business days after receipt of any invoice therefor from the Architect/Engineer, then any other Owner may pay the same and the Owner failing to pay shall, within ten (10) business days after written demand for reimbursement, reimburse the other Owner for any such payment.

[The rest of this page intentionally left blank. Signature and notary pages follow.]

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties have caused Restrictive Covenants and Easements Agreement to be executed effective as of the day and year first above written.

DEVELOPER:

625 W. ADAMS, LLC,
a Delaware limited liability company

By: USODP 625 W. Adams JV, LLC, a Delaware limited liability company, its sole member

By: WORP/CA 625 Adams, LLC, a Delaware limited liability company, its managing member

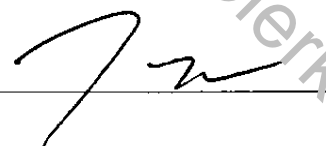
By: 

Name: Michael Hales

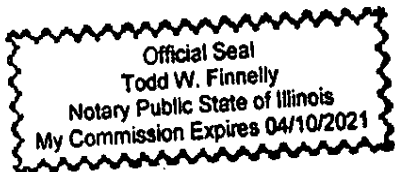
Title: an Authorized Signatory

STATE OF ILLINOIS §
§
COUNTY OF COOK §

On SEPTEMBER 10, 2018, before me, the undersigned, a notary public in and for said State, personally appeared MICHAEL HALES, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

, Notary Public

My Commission Expires:
4.10.21



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[signature page to Restrictive Covenants and Easements Agreement]

ARCHDIOCESE:

THE CATHOLIC BISHOP OF CHICAGO,
an Illinois corporation sole

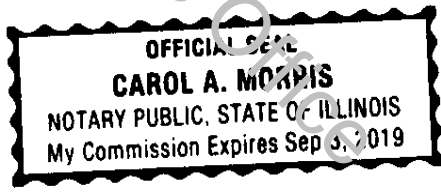
By: *Eric Wollan*
Name: ERIC WOLLAN
Title: DIRECTOR OF CAPITAL ASSETS

STATE OF ILLINOIS §
COUNTY OF COOK §

On August 29, 2018, before me, the undersigned, a notary public in and for said State, personally appeared ERIC WOLLAN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Carol A. Morris, Notary Public

My Commission Expires:
9/3/19



ACKNOWLEDGED AS TO FORM:

PASTOR FOR OLD ST. PATRICK'S PARISH
OF THE ARCHDIOCESE OF CHICAGO

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[signature page to Restrictive Covenants and Easements Agreement]

ARCHDIOCESE:

THE CATHOLIC BISHOP OF CHICAGO,
an Illinois corporation sole

By: _____
Name: _____
Title: _____

STATE OF _____ §
COUNTY OF _____ §
§

On _____, 2018, before me, the undersigned, a notary public in and for said State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

_____, Notary Public

My Commission Expires:

ACKNOWLEDGED AS TO FORM:

Fr Thomas J. Hurley

PASTOR FOR OLD ST. PATRICK'S PARISH
OF THE ARCHDIOCESE OF CHICAGO

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CONSENT OF AND SUBORDINATION BY MORTGAGEE

THE UNDERSIGNED, BANK OZK ("Bank"), the holder of the Mortgage and other instruments securing a loan in the amount of \$97,153,890.00 ("Loan"), hereby consents to the execution and recording of the attached Reciprocal Covenants and Easements Agreement (the "Agreement"). Bank hereby subordinates the lien of that certain Construction Mortgage, Security Agreement, Assignment of Rents and Fixture Filing dated as of May 26, 2016, by Developer in favor of Bank, recorded on June 7, 2016 in the Cook County Recorder of Deeds as Document No. 1615922118, and the other documents securing the Loan, to the Agreement. The address of the Bank is:

Bank OZK
6300 Douglas Avenue, Suite 900
Dallas, Texas 75225
Attn: Clifton Hill

With a copy to:

Bank OZK
6th and Commercial
P.O. Box 196
Ozark, Arkansas 72949
Attn: Regina Barker

This Consent of and Subordination by Mortgagee is intended to, and shall be deemed to constitute a notice from the Bank to the Parties for purposes of Section 12.12(A) in the Agreement entitling the Bank to receive copies of all notices from each Owner and granting the Bank all rights set forth in Section 12.12 as a third party beneficiary of the Agreement.

IN WITNESS WHEREOF, the Bank as caused this Consent to be signed by its duly authorized officer this 29th day of August, 2018.

BANK OZK

By: 7-7-18
Name: JUAN F. GONZALEZ
Title: MANAGING DIRECTOR

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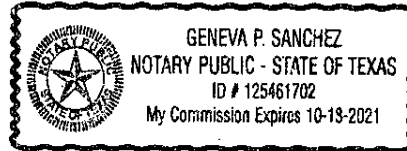
STATE OF TEXAS)
) SS
COUNTY OF DALLAS)

I, Geneva P. Sanchez, A Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Juan F. Gonzalez, the Managing Director of BANK OZK, a(n) _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Managing Director, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my and Notarial Seal this 29th day of August, 2018.

Geneva P. Sanchez
Notary Public

My commission expires 10-13-2021



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EXHIBIT A

PROPERTY LEGAL DESCRIPTION

LOTS 1, 2 AND 3 IN THE WEST 1/2 OF BLOCK 27 IN SCHOOL SECTION ADDITION TO CHICAGO AND LOTS 1 TO 5, BOTH INCLUSIVE, IN FELSENTHAL AND OTHER'S SUBDIVISION OF THE LOTS 4, 5 AND 6 IN THE SUBDIVISION OF THE WEST 1/2 OF BLOCK 27 IN THE SCHOOL SECTION ADDITION TO CHICAGO AND LOT 7 IN THE SUBDIVISION OF THE WEST 1/2 OF BLOCK 27 IN THE SCHOOL SECTION ADDITION TO CHICAGO AND LOTS 1, 2, 3, 4 AND 5 (EXCEPT THE SOUTH 15 FEET OF LOT 5) IN STEEL'S SUBDIVISION OF LOTS 8 TO 16, A SUBDIVISION OF THE WEST 1/2 OF BLOCK 27 IN SCHOOL SECTION ADDITION TO CHICAGO ALL IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN.

PINs: 17-16-111-001-0000
17-16-111-002-0000
17-16-111-003-0000
17-16-111-004-0000
17-16-111-005-0000
17-16-111-006-0000
17-16-111-007-0000
17-16-111-008-0000
17-16-111-009-0000
17-16-111-010-0000
17-16-111-011-0000
17-16-111-012-0000
17-16-111-013-0000
17-16-111-014-0000

Common Address: 625 W. Adams Street, Chicago, IL 60661

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EXHIBIT B

LOT 2 LEGAL DESCRIPTION

OSP PARCEL 1:

THAT PART OF LOTS 1, 2 AND 3 IN THE WEST 1/2 OF BLOCK 27 IN SCHOOL SECTION ADDITION TO CHICAGO AND LOTS 1 TO 5, BOTH INCLUSIVE, IN FELSENTHAL AND OTHER'S SUBDIVISION OF THE LOTS 4, 5 AND 6 IN THE SUBDIVISION OF THE WEST 1/2 OF BLOCK 27 IN THE SCHOOL SECTION ADDITION TO CHICAGO AND LOT 7 IN THE SUBDIVISION OF THE WEST 1/2 OF BLOCK 27 IN THE SCHOOL SECTION ADDITION TO CHICAGO AND LOTS 1, 2, 3, 4 AND 5 (EXCEPT THE SOUTH 15 FEET OF LOT 5) IN STEEL'S SUBDIVISION OF LOTS 8 TO 16, A SUBDIVISION OF THE WEST 1/2 OF BLOCK 27 IN SCHOOL SECTION ADDITION TO CHICAGO ALL IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +29.00 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 00°04'15" EAST ALONG THE WEST LINE OF SAID TRACT 38.43 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°55'45" EAST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF TRACT 2.25 FEET; THENCE NORTH 00°04'15" EAST ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID TRACT 14.88 FEET; THENCE SOUTH 89°55'45" EAST 21.31 FEET; THENCE SOUTH 00°04'15" WEST 19.40 FEET; THENCE SOUTH 89°55'45" EAST 82.31 FEET; THENCE NORTH 00°04'15" EAST 18.10 FEET; THENCE NORTH 89°55'45" WEST 3.36 FEET; THENCE NORTH 00°04'15" EAST 8.00 FEET; THENCE SOUTH 89°55'45" EAST 3.36 FEET; THENCE NORTH 00°04'15" EAST 71.17 FEET; THENCE NORTH 89°55'45" WEST 3.36 FEET; THENCE NORTH 00°04'15" EAST 8.98 FEET; THENCE NORTH 89°55'45" WEST 102.51 FEET TO A POINT ON THE WEST LINE OF SAID TRACT; THENCE SOUTH 00°04'15" WEST ALONG THE WEST LINE OF TRACT AFORESAID 101.72 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 10768 SQUARE FEET OR 0.2472 ACRES, MORE OR LESS.

OSP PARCEL 2:

THAT PART OF LOTS 1, 2 AND 3 IN THE WEST 1/2 OF BLOCK 27 IN SCHOOL SECTION ADDITION TO CHICAGO AND LOTS 1 TO 5, BOTH INCLUSIVE, IN FELSENTHAL AND OTHER'S SUBDIVISION OF THE LOTS 4, 5 AND 6 IN THE SUBDIVISION OF THE WEST 1/2 OF BLOCK 27 IN THE SCHOOL SECTION ADDITION TO CHICAGO AND LOT 7 IN THE SUBDIVISION OF THE WEST 1/2 OF BLOCK 27 IN

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THE SCHOOL SECTION ADDITION TO CHICAGO AND LOTS 1, 2, 3, 4 AND 5 (EXCEPT THE SOUTH 15 FEET OF LOT 5) IN STEEL'S SUBDIVISION OF LOTS 8 TO 16, A SUBDIVISION OF THE WEST 1/2 OF BLOCK 27 IN SCHOOL SECTION ADDITION TO CHICAGO ALL IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +43.70 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +29.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER SAID TRACT; THENCE NORTH 00°04'15" EAST ALONG THE WEST LINE OF TRACT AFORESAID 38.43 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°55'45" EAST PERPENDICULAR TO THE WEST LINE OF SAID TRACT 14.19 FEET; THENCE NORTH 00°04'15" EAST PARALLEL WITH THE WEST LINE OF TRACT AFORESAID 2.98 FEET; THENCE SOUTH 89°55'45" EAST 8.21 FEET; THENCE SOUTH 00°04'15" WEST 8.32 FEET; THENCE SOUTH 89°55'45" EAST 83.47 FEET; THENCE NORTH 00°04'15" EAST 12.48 FEET; THENCE NORTH 89°55'45" WEST 20.61 FEET; THENCE NORTH 00°04'15" EAST 83.60 FEET; THENCE NORTH 89°55'45" WEST 0.81 FEET; THENCE NORTH 00°04'15" EAST 10.99 FEET; THENCE NORTH 89°55'45" WEST 49.31 FEET; THENCE SOUTH 00°04'15" WEST 12.89 FEET; THENCE NORTH 89°55'45" WEST 11.90 FEET; THENCE NORTH 00°04'15" EAST 33.95 FEET; THENCE SOUTH 89°55'45" EAST 11.36 FEET; THENCE SOUTH 00°04'15" WEST 10.07 FEET; THENCE SOUTH 89°55'45" EAST 20.26 FEET; THENCE SOUTH 00°04'15" WEST 10.99 FEET; THENCE SOUTH 89°55'45" EAST 9.24 FEET; THENCE NORTH 00°04'15" EAST 40.67 FEET; THENCE SOUTH 89°55'45" EAST 16.75 FEET; THENCE NORTH 00°04'15" EAST 11.06 FEET; THENCE NORTH 89°55'45" WEST 34.92 FEET; THENCE SOUTH 00°04'15" WEST 2.48 FEET; THENCE NORTH 89°55'45" WEST 11.39 FEET; THENCE SOUTH 00°04'15" WEST 19.56 FEET; THENCE NORTH 89°55'45" WEST 11.32 FEET; THENCE NORTH 00°04'15" EAST 5.88 FEET; THENCE NORTH 89°55'45" WEST 3.46 FEET; THENCE NORTH 00°04'15" EAST 5.65 FEET; THENCE SOUTH 89°55'45" EAST 3.64 FEET; THENCE SOUTH 00°04'15" WEST 1.53 FEET; THENCE SOUTH 89°55'45" EAST 11.14 FEET; THENCE NORTH 00°04'15" EAST 9.56 FEET; THENCE NORTH 89°55'45" WEST 20.21 FEET; THENCE NORTH 00°04'15" EAST 1.84 FEET; THENCE NORTH 89°55'45" WEST 14.33 FEET TO A POINT ON THE WEST LINE OF SAID TRACT; THENCE SOUTH 00°04'15" WEST ALONG THE WEST LINE OF TRACT AFORESAID 152.83 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 11897 SQUARE FEET OR 0.2731 ACRES, MORE OR LESS.

OSP PARCEL 3:

THAT PART OF LOTS 1, 2 AND 3 IN THE WEST 1/2 OF BLOCK 27 IN SCHOOL SECTION ADDITION TO CHICAGO AND LOTS 1 TO 5, BOTH INCLUSIVE, IN

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FELSENTHAL AND OTHER'S SUBDIVISION OF THE LOTS 4, 5 AND 6 IN THE SUBDIVISION OF THE WEST 1/2 OF BLOCK 27 IN THE SCHOOL SECTION ADDITION TO CHICAGO AND LOT 7 IN THE SUBDIVISION OF THE WEST 1/2 OF BLOCK 27 IN THE SCHOOL SECTION ADDITION TO CHICAGO AND LOTS 1, 2, 3, 4 AND 5 (EXCEPT THE SOUTH 15 FEET OF LOT 5) IN STEEL'S SUBDIVISION OF LOTS 8 TO 16, A SUBDIVISION OF THE WEST 1/2 OF BLOCK 27 IN SCHOOL SECTION ADDITION TO CHICAGO ALL IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A PLANE ESTABLISHED BY THE HEREINAFTER DESCRIBED POINTS 'A', 'B' AND 'C' LYING ON SAID PLANE AND LYING ABOVE AN HORIZONTAL PLANE HAVING AN ELEVATION OF +29.00 FEET CHICAGO CITY DATUM AND LYING WITHIN THE HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 00°04'15" EAST ALONG THE WEST LINE OF TRACT AFORESAID 38.43 FEET; THENCE SOUTH 89°55'45" EAST PERPENDICULAR TO THE WEST LINE OF SAID TRACT 14.19 FEET; THENCE NORTH 00°04'15" EAST PARALLEL WITH THE WEST LINE OF TRACT AFORESAID 2.98 FEET; THENCE SOUTH 89°55'45" EAST 8.21 FEET; THENCE SOUTH 00°04'15" WEST 8.32 FEET; THENCE SOUTH 89°55'45" EAST 83.47 FEET; THENCE NORTH 00°04'15" EAST 12.48 FEET TO THE AFOREMENTIONED POINT 'A', HAVING AN ELEVATION OF +43.70 FEET CHICAGO CITY DATUM, SAID POINT 'A' ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 89°55'45" WEST 20.63 FEET; THENCE NORTH 00°04'15" EAST 83.60 FEET; THENCE SOUTH 89°55'45" EAST 23.96 FEET; THENCE NORTH 00°04'15" EAST 5.11 FEET TO THE AFOREMENTIONED POINT 'C', HAVING AN ELEVATION OF +48.00 FEET CHICAGO CITY DATUM; THENCE SOUTH 89°55'45" EAST 9.41 FEET TO SAID POINT 'B', HAVING AN ELEVATION OF +48.00 FEET CHICAGO CITY DATUM; THENCE SOUTH 00°04'15" WEST 14.59 FEET; THENCE NORTH 89°55'45" WEST 12.75 FEET; THENCE SOUTH 00°04'15" WEST 74.12 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 1894 SQUARE FEET OR 0.0435 ACRES, MORE OR LESS.

OSP PARCEL 4:

THAT PART OF LOTS 1, 2 AND 3 IN THE WEST 1/2 OF BLOCK 27 IN SCHOOL SECTION ADDITION TO CHICAGO AND LOTS 1 TO 5, BOTH INCLUSIVE, IN FELSENTHAL AND OTHER'S SUBDIVISION OF THE LOTS 4, 5 AND 6 IN THE SUBDIVISION OF THE WEST 1/2 OF BLOCK 27 IN THE SCHOOL SECTION ADDITION TO CHICAGO AND LOT 7 IN THE SUBDIVISION OF THE WEST 1/2 OF BLOCK 27 IN THE SCHOOL SECTION ADDITION TO CHICAGO AND LOTS 1, 2, 3, 4 AND 5 (EXCEPT THE SOUTH 15 FEET OF LOT 5) IN STEEL'S SUBDIVISION OF LOTS 8 TO 16, A SUBDIVISION OF THE WEST 1/2 OF BLOCK 27 IN SCHOOL SECTION ADDITION TO CHICAGO ALL IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A PLANE

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ESTABLISHED BY THE HEREINAFTER DESCRIBED POINTS 'A', 'B' AND 'C' LYING ON SAID PLANE AND LYING ABOVE AN HORIZONTAL PLANE HAVING AN ELEVATION OF +29.00 FEET CHICAGO CITY DATUM AND LYING WITHIN THE HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 00°04'15" EAST ALONG THE WEST LINE OF TRACT AFORESAID 38.43 FEET; THENCE SOUTH 89°55'45" EAST PERPENDICULAR TO THE WEST LINE OF SAID TRACT 14.19 FEET; THENCE NORTH 00°04'15" EAST 2.98 FEET; THENCE SOUTH 89°55'45" EAST 8.21 FEET; THENCE SOUTH 00°04'15" WEST 8.32 FEET; THENCE SOUTH 89°55'45" EAST 83.47 FEET; THENCE NORTH 00°04'15" EAST 86.60 FEET; THENCE SOUTH 89°55'45" EAST 12.75 FEET TO THE AFOREMENTIONED POINT 'A', HAVING AN ELEVATION OF +36.44 FEET CHICAGO CITY DATUM, SAID POINT 'A' ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 89°55'45" EAST 31.73 FEET TO A POINT ON THE EAST LINE OF SAID TRACT; THENCE NORTH 00°02'08" EAST ALONG THE EAST LINE OF TRACT AFORESAID 31.74 FEET TO SAID POINT 'B', HAVING AN ELEVATION OF +39.05 FEET CHICAGO CITY DATUM; THENCE NORTH 89°55'45" WEST 29.41 FEET TO THE AFOREMENTIONED POINT 'C', HAVING AN ELEVATION OF +39.05 FEET CHICAGO CITY DATUM; THENCE SOUTH 00°04'15" WEST 17.15 FEET; THENCE NORTH 89°55'45" WEST 2.30 FEET; THENCE SOUTH 00°04'15" WEST 14.59 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 967 SQUARE FEET OR 0.0222 ACRES, MORE OR LESS.

PINs: A portion of the following PINs: 17-16-111-004-0000
 17-16-111-005-0000
 17-16-111-006-0000
 17-16-111-007-0000
 17-16-111-008-0000
 17-16-111-009-0000
 17-16-111-010-0000
 17-16-111-011-0000
 17-16-111-012-0000

Common Address: A portion of the property commonly known as 625 W. Adams Street,
 Chicago, IL 60661625 W. Adams Street, Chicago, IL 60661

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EXHIBIT C

LOT 1 LEGAL DESCRIPTION

LOTS 1, 2 AND 3 IN THE WEST 1/2 OF BLOCK 27 IN SCHOOL SECTION ADDITION TO CHICAGO AND LOTS 1 TO 5, BOTH INCLUSIVE, IN FELSENTHAL AND OTHER'S SUBDIVISION OF THE LOTS 4, 5 AND 6 IN THE SUBDIVISION OF THE WEST 1/2 OF BLOCK 27 IN THE SCHOOL SECTION ADDITION TO CHICAGO AND LOT 7 IN THE SUBDIVISION OF THE WEST 1/2 OF BLOCK 27 IN THE SCHOOL SECTION ADDITION TO CHICAGO AND LOTS 1, 2, 3, 4 AND 5 (EXCEPT THE SOUTH 15 FEET OF LOT 5) IN STEEL'S SUBDIVISION OF LOTS 8 TO 16, A SUBDIVISION OF THE WEST 1/2 OF BLOCK 27 IN SCHOOL SECTION ADDITION TO CHICAGO ALL IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, EXCEPTING THEREFROM THAT PART OF THE AFOREMENTIONED TRACT, THE FOLLOWING DESCRIBED PARCELS:

(OSP PARCEL 1)

THAT PART OF LOTS 1, 2 AND 3 IN THE WEST 1/2 OF BLOCK 27 IN SCHOOL SECTION ADDITION TO CHICAGO AND LOTS 1 TO 5, BOTH INCLUSIVE, IN FELSENTHAL AND OTHER'S SUBDIVISION OF THE LOTS 4, 5 AND 6 IN THE SUBDIVISION OF THE WEST 1/2 OF BLOCK 27 IN THE SCHOOL SECTION ADDITION TO CHICAGO AND LOT 7 IN THE SUBDIVISION OF THE WEST 1/2 OF BLOCK 27 IN THE SCHOOL SECTION ADDITION TO CHICAGO AND LOTS 1, 2, 3, 4 AND 5 (EXCEPT THE SOUTH 15 FEET OF LOT 5) IN STEEL'S SUBDIVISION OF LOTS 8 TO 16, A SUBDIVISION OF THE WEST 1/2 OF BLOCK 27 IN SCHOOL SECTION ADDITION TO CHICAGO ALL IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +29.00 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 00°04'15" EAST ALONG THE WEST LINE OF SAID TRACT 38.43 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°55'45" EAST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF TRACT 2.25 FEET; THENCE NORTH 00°04'15" EAST ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID TRACT 14.88 FEET; THENCE SOUTH 89°55'45" EAST 21.31 FEET; THENCE SOUTH 00°04'15" WEST 19.40 FEET; THENCE SOUTH 89°55'45" EAST 82.31 FEET; THENCE NORTH 00°04'15" EAST 18.10 FEET; THENCE NORTH 89°55'45" WEST 3.36 FEET; THENCE NORTH 00°04'15" EAST 8.00 FEET; THENCE SOUTH 89°55'45" EAST 3.36 FEET; THENCE NORTH 00°04'15" EAST 71.17 FEET; THENCE NORTH 89°55'45" WEST 3.36 FEET; THENCE NORTH 00°04'15" EAST 8.98 FEET; THENCE NORTH 89°55'45" WEST 102.51 FEET TO A POINT

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ON THE WEST LINE OF SAID TRACT; THENCE SOUTH 00°04'15" WEST ALONG THE WEST LINE OF TRACT AFORESAID 101.72 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 10768 SQUARE FEET OR 0.2472 ACRES, MORE OR LESS.

ALSO EXCEPT:

(OSP PARCEL 2)

THAT PART OF LOTS 1, 2 AND 3 IN THE WEST 1/2 OF BLOCK 27 IN SCHOOL SECTION ADDITION TO CHICAGO AND LOTS 1 TO 5, BOTH INCLUSIVE, IN FELSETHAT AND OTHER'S SUBDIVISION OF THE LOTS 4, 5 AND 6 IN THE SUBDIVISION OF THE WEST 1/2 OF BLOCK 27 IN THE SCHOOL SECTION ADDITION TO CHICAGO AND LOT 7 IN THE SUBDIVISION OF THE WEST 1/2 OF BLOCK 27 IN THE SCHOOL SECTION ADDITION TO CHICAGO AND LOTS 1, 2, 3, 4 AND 5 (EXCEPT THE SOUTH 15 FEET OF LOT 5) IN STEEL'S SUBDIVISION OF LOTS 8 TO 16, A SUBDIVISION OF THE WEST 1/2 OF BLOCK 27 IN SCHOOL SECTION ADDITION TO CHICAGO ALL IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +43.70 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +29.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER SAID TRACT; THENCE NORTH 00°04'15" EAST ALONG THE WEST LINE OF TRACT AFORESAID 38.43 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°55'45" EAST PERPENDICULAR TO THE WEST LINE OF SAID TRACT 14.19 FEET; THENCE NORTH 00°04'15" EAST PARALLEL WITH THE WEST LINE OF TRACT AFORESAID 2.98 FEET; THENCE SOUTH 89°55'45" EAST 8.21 FEET; THENCE SOUTH 00°04'15" WEST 8.32 FEET; THENCE SOUTH 89°55'45" EAST 83.47 FEET; THENCE NORTH 00°04'15" EAST 12.48 FEET; THENCE NORTH 89°55'45" WEST 20.63 FEET; THENCE NORTH 00°04'15" EAST 83.60 FEET; THENCE NORTH 89°55'45" WEST 0.81 FEET; THENCE NORTH 00°04'15" EAST 10.99 FEET; THENCE NORTH 89°55'45" WEST 49.31 FEET; THENCE SOUTH 00°04'15" WEST 12.89 FEET; THENCE NORTH 89°55'45" WEST 11.90 FEET; THENCE NORTH 00°04'15" EAST 33.95 FEET; THENCE SOUTH 89°55'45" EAST 11.36 FEET; THENCE SOUTH 00°04'15" WEST 10.07 FEET; THENCE SOUTH 89°55'45" EAST 20.26 FEET; THENCE SOUTH 00°04'15" WEST 10.99 FEET; THENCE SOUTH 89°55'45" EAST 9.24 FEET; THENCE NORTH 00°04'15" EAST 40.67 FEET; THENCE SOUTH 89°55'45" EAST 16.75 FEET; THENCE NORTH 00°04'15" EAST 11.06 FEET; THENCE NORTH 89°55'45" WEST 34.92 FEET; THENCE SOUTH 00°04'15" WEST 2.48 FEET; THENCE NORTH 89°55'45" WEST 11.39 FEET; THENCE SOUTH 00°04'15" WEST 19.56 FEET; THENCE NORTH 89°55'45" WEST 11.32 FEET; THENCE NORTH 00°04'15" EAST 5.88 FEET; THENCE NORTH 89°55'45" WEST 3.46 FEET; THENCE NORTH 00°04'15" EAST 5.65 FEET;

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THENCE SOUTH 89°55'45" EAST 3.64 FEET; THENCE SOUTH 00°04'15" WEST 1.53 FEET; THENCE SOUTH 89°55'45" EAST 11.14 FEET; THENCE NORTH 00°04'15" EAST 9.56 FEET; THENCE NORTH 89°55'45" WEST 20.21 FEET; THENCE NORTH 00°04'15" EAST 1.84 FEET; THENCE NORTH 89°55'45" WEST 14.33 FEET TO A POINT ON THE WEST LINE OF SAID TRACT; THENCE SOUTH 00°04'15" WEST ALONG THE WEST LINE OF TRACT AFORESAID 152.83 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 11897 SQUARE FEET OR 0.2731 ACRES, MORE OR LESS.

ALSO EXCEPT:

(OSP PARCELS)

THAT PART OF LOTS 1, 2 AND 3 IN THE WEST 1/2 OF BLOCK 27 IN SCHOOL SECTION ADDITION TO CHICAGO AND LOTS 1- TO 5, BOTH INCLUSIVE, IN FELSENTHAL AND OTHER'S SUBDIVISION OF THE LOTS 4, 5 AND 6 IN THE SUBDIVISION OF THE WEST 1/2 OF BLOCK 27 IN THE SCHOOL SECTION ADDITION TO CHICAGO AND LOT 7 IN THE SUBDIVISION OF THE WEST 1/2 OF BLOCK 27 IN THE SCHOOL SECTION ADDITION TO CHICAGO AND LOTS 1, 2, 3, 4 AND 5 (EXCEPT THE SOUTH 15 FEET OF LOT 5) IN STEEL'S SUBDIVISION OF LOTS 8 TO 16, A SUBDIVISION OF THE WEST 1/2 OF BLOCK 27 IN SCHOOL SECTION ADDITION TO CHICAGO ALL IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A PLANE ESTABLISHED BY THE HEREINAFTER DESCRIBED POINTS 'A', 'B' AND 'C' LYING ON SAID PLANE AND LYING ABOVE AN HORIZONTAL PLANE HAVING AN ELEVATION OF +29.00 FEET CHICAGO CITY DATUM AND LYING WITHIN THE HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 00°04'15" EAST ALONG THE WEST LINE OF TRACT AFORESAID 38.43 FEET; THENCE SOUTH 89°55'45" EAST PERPENDICULAR TO THE WEST LINE OF SAID TRACT 14.19 FEET; THENCE NORTH 00°04'15" EAST PARALLEL WITH THE WEST LINE OF TRACT AFORESAID 2.98 FEET; THENCE SOUTH 89°55'45" EAST 8.21 FEET; THENCE SOUTH 00°04'15" WEST 8.32 FEET; THENCE SOUTH 89°55'45" EAST 83.47 FEET; THENCE NORTH 00°04'15" EAST 12.48 FEET TO THE AFOREMENTIONED POINT 'A', HAVING AN ELEVATION OF +43.70 FEET CHICAGO CITY DATUM, SAID POINT 'A' ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 89°55'45" WEST 20.63 FEET; THENCE NORTH 00°04'15" EAST 83.60 FEET; THENCE SOUTH 89°55'45" EAST 23.96 FEET; THENCE NORTH 00°04'15" EAST 5.11 FEET TO THE AFOREMENTIONED POINT 'C', HAVING AN ELEVATION OF +48.00 FEET CHICAGO CITY DATUM; THENCE SOUTH 89°55'45" EAST 9.41 FEET TO SAID POINT 'B', HAVING AN ELEVATION OF +48.00 FEET CHICAGO CITY DATUM; THENCE SOUTH 00°04'15" WEST 14.59 FEET; THENCE NORTH 89°55'45" WEST 12.75 FEET; THENCE SOUTH 00°04'15" WEST 74.12 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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CONTAINING 1894 SQUARE FEET OR 0.0435 ACRES, MORE OR LESS.

ALSO EXCEPT:

(OSP PARCEL 4)

THAT PART OF LOTS 1, 2 AND 3 IN THE WEST 1/2 OF BLOCK 27 IN SCHOOL SECTION ADDITION TO CHICAGO AND LOTS 1 TO 5, BOTH INCLUSIVE, IN FELSENTHAL AND OTHER'S SUBDIVISION OF THE LOTS 4, 5 AND 6 IN THE SUBDIVISION OF THE WEST 1/2 OF BLOCK 27 IN THE SCHOOL SECTION ADDITION TO CHICAGO AND LOT 7 IN THE SUBDIVISION OF THE WEST 1/2 OF BLOCK 27 IN THE SCHOOL SECTION ADDITION TO CHICAGO AND LOTS 1, 2, 3, 4 AND 5 (EXCEPT THE SOUTH 15 FEET OF LOT 5) IN STEEL'S SUBDIVISION OF LOTS 8 TO 16, A SUBDIVISION OF THE WEST 1/2 OF BLOCK 27 IN SCHOOL SECTION ADDITION TO CHICAGO ALL IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A PLANE ESTABLISHED BY THE HEREINAFTER DESCRIBED POINTS 'A', 'B' AND 'C' LYING ON SAID PLANE AND LYING ABOVE AN HORIZONTAL PLANE HAVING AN ELEVATION OF +29.00 FEET CHICAGO CITY DATUM AND LYING WITHIN THE HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 00°04'15" EAST ALONG THE WEST LINE OF TRACT AFORESAID 38.43 FEET; THENCE SOUTH 89°55'45" EAST PERPENDICULAR TO THE WEST LINE OF SAID TRACT 14.19 FEET; THENCE NORTH 00°04'15" EAST 2.98 FEET; THENCE SOUTH 89°55'45" EAST 8.21 FEET; THENCE SOUTH 00°04'15" WEST 8.32 FEET; THENCE SOUTH 89°55'45" EAST 83.47 FEET; THENCE NORTH 00°04'15" EAST 86.60 FEET; THENCE SOUTH 89°55'45" EAST 12.75 FEET TO THE AFOREMENTIONED POINT 'A', HAVING AN ELEVATION OF +36.44 FEET CHICAGO CITY DATUM, SAID POINT 'A' ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 89°55'45" EAST 31.73 FEET TO A POINT ON THE EAST LINE OF SAID TRACT; THENCE NORTH 00°02'08" EAST ALONG THE EAST LINE OF TRACT AFORESAID 31.74 FEET TO SAID POINT 'B', HAVING AN ELEVATION OF +39.05 FEET CHICAGO CITY DATUM; THENCE NORTH 89°55'45" WEST 29.41 FEET TO THE AFOREMENTIONED POINT 'C', HAVING AN ELEVATION OF +39.05 FEET CHICAGO CITY DATUM; THENCE SOUTH 00°04'15" WEST 17.15 FEET; THENCE NORTH 89°55'45" WEST 2.30 FEET; THENCE SOUTH 00°04'15" WEST 14.59 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 967 SQUARE FEET OR 0.0222 ACRES, MORE OR LESS.

PINs: 17-16-111-001-0000

17-16-111-002-0000

17-16-111-003-0000

A portion of 17-16-111-004-0000

A portion of 17-16-111-005-0000

A portion of 17-16-111-006-0000

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A portion of 17-16-111-007-0000
A portion of 17-16-111-008-0000
A portion of 17-16-111-009-0000
A portion of 17-16-111-010-0000
A portion of 17-16-111-011-0000
A portion of 17-16-111-012-0000
17-16-111-013-0000
17-16-111-014-0000

Common Address: 625 W. Adams Street, Chicago, IL 60661

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EXHIBIT D

FORM OF TENANT LICENSE AND INDEMNITY AGREEMENT

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

Property of Cook County Clerk's Office

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FACILITIES LICENSE AGREEMENT FOR OLD ST. PATRICK PARISH

Defined Terms:

Parish:	Old St. Patrick Parish
Parish Contact Information:	Old St. Patrick's Parish of the Archdiocese of Chicago 711 West Monroe Street Chicago, Illinois 60661 Attention: Business Manager
Licensee:	
Licensee's Address:	
Licensee's Contact Information:	
Commencement Date and Time:	
Termination Date and Time:	
Summary of Use:	
Property of Licensor that Licensee may use (hereinafter " <u>Permitted Personal Property</u> "):	

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This **FACILITIES LICENSE AGREEMENT** ("License") is made as of the latter of the dates accompanying the signatures below, but effective as of the Commencement Date and Time, by and between **THE CATHOLIC BISHOP OF CHICAGO**, an Illinois corporation sole on behalf of Old St. Patrick Parish ("Licensor") and the **LICENSEE**, as identified on the preceding page ("Licensee").

WHEREAS, Licensor owns a portion of the real property located at 625 W Adams, Chicago, Illinois ("Licensor's Property"), including space known as the "Great Hall Space" (as defined in the "REA" (as defined below)); and

WHEREAS, Licensee is a tenant of a portion of the building located at 625 W Adams, Chicago, Illinois that is not owned by the Licensor;

NOW THEREFORE in consideration of the mutual covenants and agreements herein set forth, Licensor hereby grants to Licensee a conditional, revocable and non-exclusive license to use the Great Hall Space as set forth below, subject to all the terms, conditions, covenants and agreements of this License.

1. **TERM.** This License shall commence on the Commencement Date and Time and will terminate upon the earlier of: (i) the date upon which Licensor revokes this License to the extent permitted in Section 4(C) below; or (ii) the Termination Date and Time (the "Term").
2. **FEE.** No rental fee is payable. However, Licensee is responsible for all ancillary costs associated with the Licensee's Use, including without limitation costs pursuant to any "Additional Services Contract" (as defined below), except for utilities and ordinary wear and tear. Licensor and Licensee acknowledge the benefit of the goodwill received by the Parish from the Use (as defined herein).
3. **USE.** Licensor hereby grants Licensee a conditional, revocable and non-exclusive right of access to the Great Hall Space (together with access to the restrooms [and the kitchen] [NTD: TO INCLUDE OR DELETE BASED UPON SPECIFIC AGREEMENT WITH LICENSEE] in the Licensor's Property) (collectively, the "Licensed Property"), during the Dates, Times and Summary of Use, as further described on the first page hereof, for business conferencing and meeting space, which includes, without limitation, the right of less than one quarter of the "Licensee Group" (as defined below) to bring food and non-alcoholic beverages for such uses to the extent not prohibited herein, and for no other use or purpose ("Use"). If Licensee desires any services in addition to simple use of the Licensed Property for the Use (e.g., consumption and sale of alcohol, catering, consumption of food and non-alcoholic beverages by more than one quarter of the Licensee Group, use of the audio/video system, use of the digital signage, etc.), then Licensee shall, at Licensee's sole cost and expense, contract for such additional services with Licensor or its agent (an "Additional Services Contract"). In no event shall Licensee be permitted to hire third party vendors to provide any such services other than indirectly through Licensor or its agent. Licensor acknowledges and agrees that it

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shall make reasonable efforts to have available vendors that can provide the services under the Additional Services Contract during normal business hours.

4. EFFECT OF LICENSE, NON-ASSIGNABILITY, REVOCABILITY

- A. **Personal Right.** The license granted to Licensee under this License shall constitute a personal right and privilege of Licensee and Licensee shall not assign this License or any right or privilege hereunder, or authorize the use of any portion of the Licensed Property by anyone other than Licensee or Licensee's Group.
- B. **Not lease.** The license granted to Licensee under this License shall not create in or convey to Licensee any interest, including that of an easement or a lease, in any portion of Licensor's Property whatsoever.
- C. **Revocability.** Licensor may immediately revoke this License at any time "For-Cause" (as defined herein) upon written notice to Licensee. "For-Cause" shall mean that either (i) Licensee is in default of its obligations under this License or (ii) the Great Hall Space is unavailable and such unavailability is caused by acts of God, war, major casualty, strike, labor shortage or other cause beyond the reasonable control of Licensor so long as Licensor shall, promptly after becoming aware of the commencement of such unavailability, give Licensee notice thereof and estimating the duration thereof.

5. COVENANTS REGARDING USE. In connection with its Use, Licensee agrees, for itself and its contractors, agents, officers, directors, volunteers, employees and/or invitees (collectively "Licensee Group") to comply with all reasonable rules and regulations that Licensor may from time to time make and to observe the following covenants at all times when on or around Licensor's Property:

- A. **Licensor's Real Property.** Licensee Group shall not enter areas of Licensor's Property other than those areas specifically allowed pursuant to the Use hereunder unless Licensee obtains the prior written consent of Licensor or the pastor or administrator who oversees operations at Licensor's Property ("Pastor"). Licensee shall take all measures necessary to prevent Licensee Group from entering areas of Licensor's Property other than those areas specifically allowed pursuant to the Use hereunder.
- B. **Licensor's Personal Property.** Licensee shall not use personal property of Licensor without obtaining the prior written consent of Licensor. Notwithstanding the foregoing, Licensor hereby grants Licensee conditional and revocable permission to use Permitted Personal Property, as defined herein, as part of the Use; provided, however, that Licensor is providing such property in "as-is," "where-located" condition without warranties of any kind and Licensee shall use such Permitted Personal Property at Licensee's sole risk, cost and expense and further provided that Licensee agrees to

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maintain such Permitted Personal Property in good repair and condition and repair all damage to such property caused by Licensee.

C. Impermissible Behaviors. In connection with its Use, Licensee shall not permit any of the following at or around any portion of Licensor's Property:

- i) Use, possession, and/or concealment of a firearm/destructive device or other weapon;
- ii) Consumption, possession, exhibition, sale or offer for sale of any food or alcoholic, intoxicating or non-alcoholic beverages, except to the extent such food or alcoholic, intoxicating or non-alcoholic beverages are provided through an Additional Services Contract or are as otherwise permitted herein;
- iii) Use, possession, and/or concealment of illegal substances;
- iv) Aggravated assault;
- v) Trespassing;
- vi) Intentional false activation of a fire alarm;
- vii) Assault;
- viii) Vandalism or criminal damage to property;
- ix) Fighting;
- x) Disorderly conduct or disruptive behavior around Licensor's Property;
- xi) Use of tobacco products; and
- xii) Any criminal behavior not specifically described above.

D. Compliance with Law. Licensee shall, at Licensee's sole cost and expense, fully comply with all applicable laws, codes, statutes, ordinances and regulations applicable to the Use and Licensor's Property hereunder, including but not limited to:

- (a) Zoning and business laws, ordinances and regulations requiring a permit, license, tax or fee payment, certificate or other authorization and any renewals, extensions or continuance of the same, and property tax if Licensor's Property or a percentage thereof is deemed subject to property tax as a result of this License. Licensee expressly agrees to pay all amounts which may be assessed against Licensor as a result of either party's failure to obtain any of the foregoing governmental approvals which may be required for the Use hereunder. At Licensor's request, Licensee shall furnish copies of applicable documentation evidencing its compliance with all applicable laws and this Subsection.

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- (b) Prohibition against the bringing, storing, disturbing, discharging or maintaining Hazardous Substances (as defined below) onto any portion of Licensor's Property. For purposes of this License, "Hazardous Substances" shall mean asbestos, suspect asbestos, lead-based paint, polychlorinated biphenyls as these terms are defined in the Toxic Substances Control Act, 15 U.S.C. Section 2601-2692, or regulations promulgated thereunder; source, special or byproduct nuclear materials, radioactive waste, high-level or low level radioactive waste, or transuranic waste as defined in the Atomic Energy Act, 42 U.S.C. Sections 2014, *et seq.*, or regulations promulgated thereunder; and any "hazardous substance" as defined by 415 ILCS 3.215; petroleum products or by-products; "hazardous waste" as defined by Section 5/3.15 of the Act (415 ILCS 5/3.15) or by 35 IAC 721.03; "hazardous material" as defined by 430 ILCS 50/2.05; "waste" as defined by 415 ILCS 5/3.435.
- (c) To the extent Licensor is obligated to pay for actual third party out of pocket costs and expenses associated with any of the preceding requirements, Licensee shall reimburse Licensor within ten (10) days after receipt of written notice from Licensor and reasonable evidence of such costs incurred.
- E. Notices.** Licensee promptly shall forward to Licensor a copy of any written notice it receives relating to Licensor's Property or the Use hereunder that Licensee may receive from any governmental authority or agency including but not limited to municipal or county building inspectors and the fire department, regarding any alleged violation of applicable laws related to the preceding items. Licensee shall promptly provide notice to Licensor of any inspections Licensee receives notice of that are scheduled to be performed by any governmental authority or agency at the Licensor's Property. If an inspection at Licensor's Property was unannounced while Licensee is using the Licensor's Property and Licensor does not have prior notice of same, Licensee shall promptly provide notice to Licensor after the inspection has been performed on Licensor's Property.
- F. Name or Logo.** Licensee shall not use the name, logo or any other marks owned by or associated with the Licensor or Parish or the name of any representative of the Licensor or Parish, except for the limited purpose of identifying the location in advertising or other notices relevant for the Use. Licensee shall not hold itself out to be affiliated with or endorsed by the Parish, the Archdiocese of Chicago, or the Catholic Bishop of Chicago. Licensee shall promptly correct any misunderstanding regarding the relationship between the Licensee and the Parish, the Archdiocese of Chicago, or the Catholic Bishop of Chicago and Licensor may request that any public advertisements or operational forms for the Use expressly confirm that the sole relationship between the parties is that of Licensor and Licensee. When informing third parties of its mailing address or office location, Licensee shall not make reference to the Parish, the Archdiocese of Chicago, or

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the Catholic Bishop of Chicago. Licensee's communications regarding the address shall include the street number and name only, without any reference to the Parish.

- G. Alterations.** Licensee shall make no changes or alterations to any portion of Licensor's Property unless Licensee has first obtained express written permission from Licensor.
- H. Signage.** Licensee shall not display, inscribe, paint, print, maintain or affix any sign, notice, legend, direction, figure or advertisement on or around any portion of Licensor's Property unless Licensee has in each instance first obtained the written consent of Licensor, or such person or persons as Licensor may designate in writing. Licensor agrees to consider for approval reasonable requests for temporary signage for events so long as Licensor believes, in good faith, that such signage (or the removal thereof) will not damage or harm Licensor's Property.
- I. Security of Persons and Property.** Licensee shall be fully responsible for securing all portions of the Licensed Property connected with the Use, as well as any personal property and/or persons within such area. If reasonably necessary, Licensee shall hire adequate security personnel to monitor and regulate Licensee Group behavior and compliance with all of Licensee's covenants herein.
- J. Locks.** Licensee shall not attach or permit to be attached any additional locks or similar devices to any gate, door or window on or around Licensor's Property nor shall Licensee make or permit to be made any keys for any door or gate on any portion of Licensor's Property.
- K. Obstruction.** Licensee and Licensee Group shall not obstruct or use for storage or for any other purpose other than ingress and egress, the sidewalks, driveways, entrances, passages, courtyards, corridors, vestibules, halls and stairways at or around Licensor's Property.
- L. Waste.** Licensee shall not cause or permit any waste, misuse or neglect of the water, gas or electric fixtures or mechanical systems, including heating, ventilation and air conditioning systems by Licensee or the Licensee Group. Licensee shall be responsible for any actual out of pocket damages to the extent caused by it or Licensee Group resulting from waste, misuse or neglect, including damages arising from unauthorized changes to the thermostat or leaving windows open when the heating system is on or around Licensor's Property.
- M. Impermissible Uses.** Licensee shall not use any portion of Licensor's Property nor permit Licensee Group to use any portion of Licensor's Property for any immoral purpose such as counseling or advocacy or performance of abortion, sterilization, in vitro fertilization, euthanasia or assisted suicide or the production, display, sale or viewing of pornographic or soft pornographic media, performances or services.

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- N. Illumination.** Unless Licensor gives prior written consent to each and every instance, Licensee shall not use any illumination other than electric light or use or permit to be brought onto any portion of Licensor's Property any inflammable oils or fluids such as gasoline, kerosene, naphtha and benzene, or any explosives or other articles hazardous to life, limb or property.
- O. Electrical Current Limitations.** Licensee shall not install or permit to be installed in or around Licensor's Property any equipment which uses an amount of electrical current, together with all other equipment using electric current, in excess of the maximum amount of electrical current which can be safely used on Licensor's Property. Licensee shall ascertain the maximum amount of electrical current which can safely be used, taking into account the capacity of the electric wiring on Licensor's Property, and shall not use more than such safe capacity.
- P. Animals.** Licensee shall not permit animals other than service animals on any portion of Licensor's Property.
- Q. Criminal Background Check.** If the Use is related to services or programs that will involve minors being physically at the Licensor's Property during such Use, Licensee hereby represents and warrants to Licensor that all members of Licensee Group who provide services to Licensee as part of the Use, or whose activities on behalf of Licensee may occur at the areas of Licensor's Property forming part of the Use, have received safe environment training and have been subject to, and passed, criminal background checks performed by a qualified third-party in the business of performing criminal background checks.
- R. Compliance with REA.** Licensee acknowledges that this License and the Use are subject and subordinate to the terms and provisions of that certain Restrictive Covenants and Easements Agreement dated as of September 4, 2018, originally by and between 625 W. Adams, LLC, a Delaware limited liability company ("Developer"), and Licensor (as the same has been and may hereafter be amended, modified or supplemented from time to time, the "REA"). Licensee shall, at Licensee's sole cost and expense, fully comply with all applicable terms and provisions of the REA that relate to the Use at the Licensor's Property.
- 6. RIGHTS RESERVED TO LICENSOR.** Licensor expressly reserves the following rights, exercisable without notice, provided that such rights are exercised without effecting a disturbance of the Use hereunder:
- A. Keys.** To maintain keys to any areas of the Licensed Property used by Licensee.
- B. Entry for Repairs and Improvements.** At any time or times, to make, at its own expense, inspections, repairs, alterations, additions, signage installations and improvements, structural or otherwise, on or around Licensor's Property, and to perform

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any acts related to the safety, protection or preservation thereof, and during such operations to take into and through its property all material and equipment required for such operations, provided that Licensor shall cause no greater inconvenience or annoyance to Licensee than is reasonably necessary in the circumstances and unless there is an emergency, shall use commercially reasonable efforts to not disrupt the Licensee's use during the Term.

7. CONDITION OF LICENSED PROPERTY, REPAIRS AND MAINTENANCE, UTILITIES, ETC.

- A. AS-IS.** No representations or covenants as to the condition or repair or suitability of Licensed Property for the Use hereunder have been made by Licensor or its agents prior to or at the execution of this License. Licensor and Licensee hereby expressly agree that the Licensed Property shall be provided to Licensee in "as-is," "where-located" condition without warranties of any kind. Licensee has examined and is satisfied with the condition of the Licensed Property.
- B. Repair or Maintenance.** In connection with its Use, Licensee shall clean up and restore to good condition all areas of the Licensed Property and properly dispose of any trash after each use thereof. If Licensee or Licensee's Group causes damage to any portion of Licensor's Property, Licensee shall be responsible for all costs associated with Licensor's repair of the damage whether or not such costs are covered by Licensee's insurance. In the alternative and upon written notice, Licensor may elect to allow Licensee perform the repairs at Licensee's sole cost and expense. Licensee shall have no obligation to make capital improvements to Licensor's Property, unless such capital improvement is required because of Licensee's negligent acts or omissions.
- C. Utilities.** Licensor provides no warranties related to the availability of utility services for the Use nor that utility services will be free from interruptions caused by government actions, repairs, renewals, improvements, alterations, strikes, accidents or any other reason. Any such interruption of service shall never be deemed a disturbance of the Use of the Licensed Property or any part thereof or render Licensor liable to Licensee for damages of any kind.

8. LICENSEE'S INSURANCE REQUIREMENTS. During the duration of this License, Licensee, at its cost and expense, shall carry and maintain the following types of insurance with insurance companies acceptable to Licensor having a minimum AM Best Rating of A-VI.

- A.** Broad form Commercial General Liability insurance policy naming Licensor as an Additional Insured with a policy limit of \$1,000,000 per occurrence, \$2,000,000 in the aggregate.
- B.** Excess liability insurance, naming Licensor as an Additional Insured, with a minimum policy limit of \$2,000,000 per occurrence and in the aggregate.

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- C. Workers' Compensation/Employer's Liability with statutory coverage with a \$500,000/accident, \$500,000/Disease-Policy, \$500,000/Disease-per employee.
- D. Personal property damage insurance, together with insurance against vandalism and malicious mischief, with coverage limits of not less than the full replacement value of Licensee's personal property.
- E. If liquor is to be furnished during Licensee's Use, then liquor liability insurance with a minimum policy limit of \$1,000,000 per occurrence, \$2,000,000 in the aggregate, which insurance must provide coverage for bodily injury, property damage, medical payments and so called "dram shop" liability losses resulting from (a) causing or contributing to the intoxication of any person, (b) the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or (c) the violation of any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.
- F. **Endorsements:**
- i) The commercial general liability insurance policy and the excess liability policy shall include the Insurance Services Office Form CG 2011 0196 "Additional Insured-Manager or Lessors of Premises/Facilities" endorsement, naming as Additional Insured "The Catholic Bishop of Chicago, an Illinois corporation sole, and its successors, and Old St. Patrick's Church and its successors." **[TO ADD ADDITIONAL PARTIES BASED UPON EXISTING CERTIFICATES OF INSURANCE RECEIVED BY THE ARCHDIOCESE]**
 - ii) Each of the policies required in Section 8 shall include the following endorsement: "The insurance afforded to the additional insured is primary insurance. If the Licensor has other insurance, which is applicable to the loss on a contributing, excess or contingent basis, the amount of this insurance company's liability under this policy shall not be reduced by the existence of such other insurance. Any insurance carried by the additional insured shall be excess and non-contributing with the insurance provided by the Licensee."
 - iii) Each of the policies required in Section 8 shall include the following endorsement: "No coverages may be cancelled, terminated or reduced by this insurance company without first giving at least thirty (30) days' prior written notice to the Licensor."
- G. **Certificates.** On or before the Commencement Date and Time, Licensee shall provide Licensor with certificates of insurance on the Acor 25 form and acceptable to Licensor evidencing the existence of the coverages described above during all periods which Licensee has possession of or is using the Licensed Property. Licensee shall not be released from any liability whatsoever if Licensee fails to maintain the coverages

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described above. Licensee shall not be entitled to possession of the Licensed Property for any period during which Licensee is not covered by the required certificates of insurance. The failure to provide acceptable certificates of insurance shall be deemed a breach of this License entitling Licensor to immediately revoke this License, but such failure to provide acceptable certificates of insurance shall in no way be deemed a waiver of any insurance requirement.

9. **WAIVERS OF SUBROGATION.** Whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this License or anyone claiming by, through or under them in connection with the Licensed Property or in connection with Licensee's Use thereof and (b) either party is then either covered in whole or in part by insurance with respect to such loss, cost, damage or expense, or required under this License to be so insured, then the covered party and its insurer hereby release the other party from any liability the other party may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance and waives any right of subrogation against the other party which might otherwise exist in or accrue to any person on account thereof.

10. **WAIVER OF CLAIMS; INDEMNIFICATION; HOLD HARMLESS**

- A. All personal property situated in or around Licensor's Property and belonging to or being used by Licensee or Licensee Group shall be at the sole risk of Licensee or such other person only, and Licensor shall not be liable for damage thereto or theft, misappropriation or loss thereof.
- B. To the fullest extent permitted by law, Licensee, its successors and assigns, shall indemnify, defend (with counsel acceptable to Licensor) and hold harmless Licensor, its present and future officers, employees and agents, and Licensor's interest in any real property, from and against any and all claims, obligations, liens, encumbrances, demands, injuries (including without limitation damage to property and personal injury), liabilities, penalties, causes of action, and costs and expenses, including, without limitation, orders, judgments, fines (governmental or otherwise), forfeitures, amounts paid in settlement, and reasonable attorneys' fees (collectively, "Liabilities") resulting in whole or in part from this License, the Use, the acts or omissions of Licensee or Licensee Group, occurring or alleged to have occurred in whole or in part in connection with Licensor's Property, the Use hereunder and/or Licensee's breach of this License, including, without limitation, any Liabilities owed to Developer due to a violation of the terms of the REA, but expressly excluding Liabilities caused solely by the willful misconduct or gross negligence of Licensor.
- C. Licensee's obligations of defense and indemnification hereunder, repair and maintenance hereunder, and payment shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Licensee under workmen's

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compensation acts, disability benefit acts or other employee benefit acts or by Licensee's insurance coverages.

11. **REMEDIES CUMULATIVE, NON-WAIVER.** All rights and remedies of Licensor under the License, at law or in equity, shall be distinct, separate and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy. No waiver of any failure to perform of Licensee shall be implied from any previous failure by Licensor to take action on account of such failure to perform.

12. **NOTICES.** A. Unless otherwise provided for in this Facilities License Agreement, notices, demands and submissions to be made or given pursuant to this License shall be in writing and shall be deemed properly served if delivered by hand, or if mailed by certified or registered mail with postage prepaid and return receipt requested, or if sent by a nationally recognized overnight courier with proof of delivery, the addresses that follow or to such other address as either party may provide to the other party in writing:

If to Licensor, then to:

Old St. Patrick's Parish
711 West Monroe Street
Chicago, Illinois 60661
Attention: Pastor

If to Licensee, then to:

Licensee's Address (as identified on the first page hereof)

With a copy to:

Archdiocese of Chicago
835 N. Rush Street
Chicago, Illinois 60611
Attention: Real Estate Office

With a copy to:

Archdiocese of Chicago
835 N. Rush Street
Chicago, Illinois 60611
Attention: Office of Legal Services

B. Notwithstanding the foregoing, if Licensor or Licensee is unable to serve any such notice or demand as provided above, a notice or demand shall be deemed properly served if affixed to any door leading into the area of the Licensed Property used by Licensee, in which event the notice or demand shall be considered served at the time the copy is so affixed.

13. MISCELLANEOUS

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- A. Nothing contained in this License shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture, a special relationship or any association between Licensor and Licensee.
- B. The captions of this License are for convenient reference only and shall not control, affect, define, limit or expand the meaning or construction of any paragraph or subparagraph of this License.
- C. This License shall be governed by and construed in accordance with the laws of the State of Illinois.
- D. Licensee shall pay Licensor all costs, expenses and reasonable attorney fees incurred with respect to the enforcement of this License.
- E. This License embodies the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.
- F. This License cannot be changed orally or by course of conduct. Any change shall be memorialized in a writing signed by Licensor and Licensee.
- G. It is expressly acknowledged and agreed by Licensor and Licensee that the provisions of Sections 9 and 10 shall survive the expiration or earlier revocation of this License. In the event that the applicable law prohibits enforcement of any part of such Sections as written, then such provision shall be modified to provide the maximum indemnification allowable under that applicable law.
- H. If any section, clause, phrase, provision or portion of this License or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this License nor any other section, clause, phrase, provision or portion hereof, nor shall it affect the application of any section, clause, phrase, provision or portion hereof to other persons or circumstances, so long as the remainder of this License expresses the intent of the parties. Specifically, the parties agree that the expiration date suggested in Section 1 of this License shall in no way detract from Licensor's right to revoke this License to the extent Licensor is permitted to do so under the terms and conditions of this License or the characterization of this License as a license and not a lease. If a court deems the expiration date to have created a lease agreement, then the proposed expiration date shall be deemed stricken and the remainder of this License shall remain in full force and effect.

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- I. EACH OF THE PARTIES TO THIS LICENSE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS LICENSE OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (i) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (ii) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS LICENSE BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have duly executed this License.

LICENSOR:

LICENSEE:

THE CATHOLIC BISHOP OF CHICAGO,
an Illinois corporation sole:

The Licensee identified on the first page
hereof:

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Property of Cook County Clerk's Office

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Schedule 1.1

Depiction of Great Hall Space

See Attached.

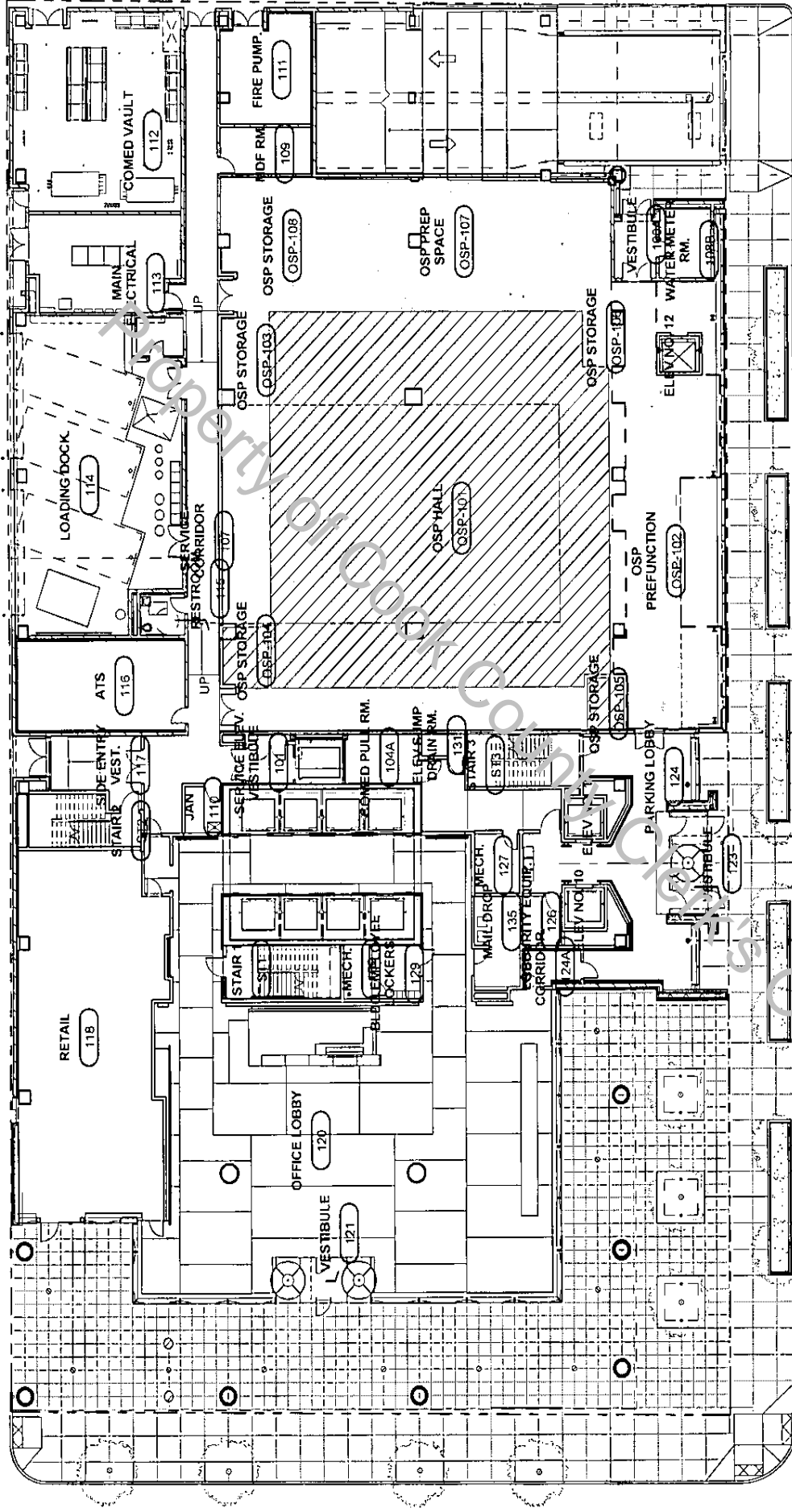
COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

Property of Cook County Clerk's Office

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OSP AREAS 11,262
 LEVEL 1M = 10,875
 LEVEL 1 = 22,137
 TOTAL =

1 LEVEL 1 PLAN
 SCALE: 1" = 20'-0"

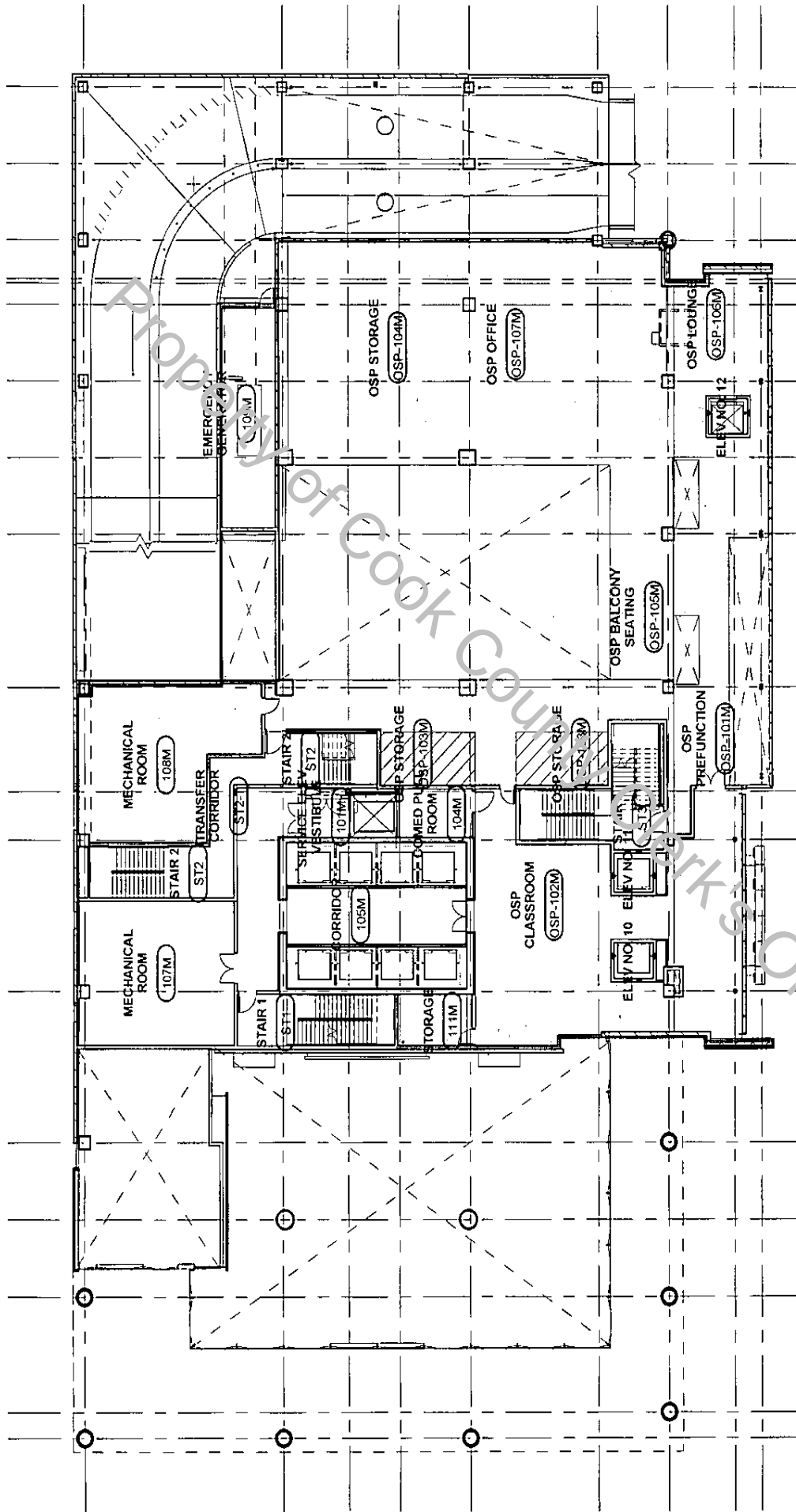
SK - 01

2015056

625 WEST ADAMS STREET
 WHITE OAK REALTY PARTNERS, LLC.



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OSP AREAS

LEVEL 1M =	11,262
LEVEL 1 =	10,875
TOTAL =	22,137

1 LEVEL 1M PLAN

SCALE: 1" = 20'-0"



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625 WEST ADAMS STREET
WHITE OAK REALTY PARTNERS, LLC.

2015066

SK - 02

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Schedule 2.1

Depiction of Access Easement Area

See Attached

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

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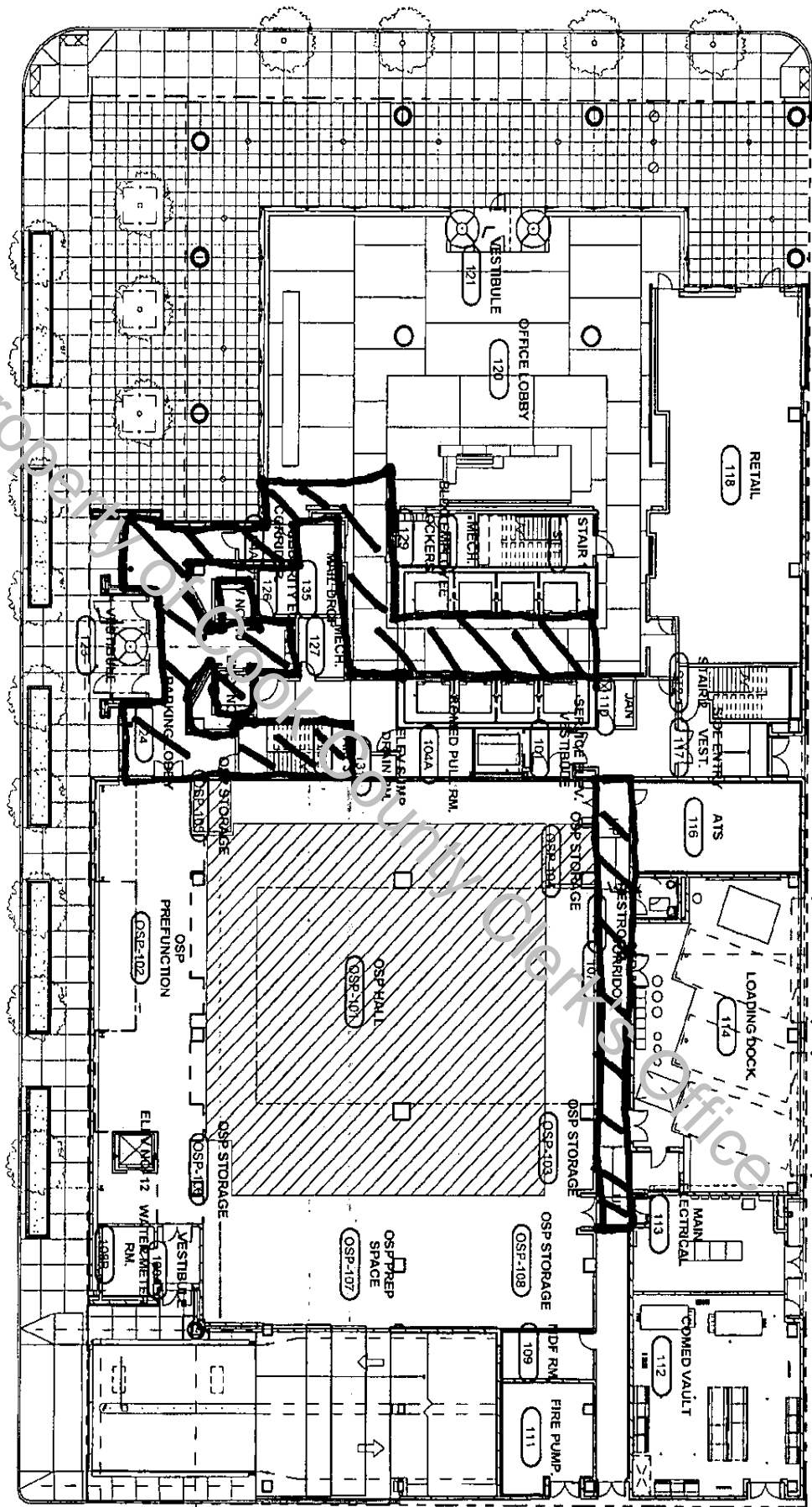
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SCB

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1 LEVEL 1 PLAN

SCALE: 1" = 20'-0"



☑ = Access Areas Schedule 2.1

OSP AREAS	LEVEL 1M =
LEVEL 1M =	11,262
LEVEL 1 =	10,879
TOTAL =	22,137

623 WEST ADAMS STREET
WHITE OAK REALTY PARTNERS, LLC.

2015066

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Schedule 14.1

DEPOSITARY AGREEMENT

This DEPOSITARY AGREEMENT is made this ___ day of _____, 200__
by among _____ ("Depositary")
and [Owners under the Agreement] (collectively, the "Owners").

RECITALS:

A. Owners are bound by that certain Restrictive Covenants and Easements Agreement (the "Agreement"), which Agreement was recorded with the Office of the Recorder of Deeds of Cook County, Illinois on _____, 20__, as Document No. _____.

B. The Agreement provides for the appointment of a Depositary to receive all insurance proceeds and condemnation awards and to disburse such moneys in accordance with the Agreement.

C. Depositary has been appointed the Depositary under the Agreement and agrees to act in accordance with the terms and provisions hereof.

NOW, THEREFORE, for and in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Depositary and Owners shall be bound by and shall be subject to and shall perform in accordance with all terms and provisions of the Agreement, as amended from time to time, including, without limitation, Article 14 thereof, provided, however, that Depositary shall not be bound without its prior written consent by any amendment to the Agreement which materially alters the scope of its duties or rights thereunder.

2. All notices, demands, elections or other communication required, permitted or desired to be served under the Agreement shall be given in the manner provided in Section 12.1 of the Agreement, except that all such notices to Depositary shall be addressed as below stated:

3. The liability under this agreement of an Owner shall be limited to and enforceable solely against the assets of such Owner constituting an interest in the Property or Owned Facilities (including insurance and condemnation proceeds attributable to the Property and including, where the Owner is a trustee of a land trust, the subject matter of the trust) and not

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other assets of such Owner, and except as provided in this Section or in the Agreement. Assets of an Owner which is a partnership do not include the assets of the partners of such partnership Owner, and negative capital account of a partner in a partnership which is an Owner and an obligation of a partner to contribute capital to the partnership which is an Owner shall not be deemed to be assets of the partnership which is an Owner. At any time during which an Owner is trustee of a land trust, all of the covenants and conditions to be performed by it hereunder are undertaken solely as trustee, as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against it or any of the beneficiaries under said trust agreement by reason of any of the covenants or conditions contained herein.

4. Capitalized terms which are not defined in this agreement shall have the same meanings as in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Depositary Agreement as of the day and year first above written.

OWNERS:

DEPOSITARY:

Property of Cook County Clerk's Office