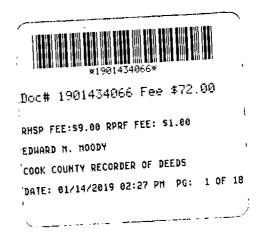
THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Katie Jahnke Dale DLA Piper LLP (US) 444 W. Lake Street, Suite 900 Chicago, Illinois 60606

PINs:



This space reserved for Recorder.

ZONING RIGHTS AGREEMENT

THIS ZONING RIGHTS AGREEMENT (this "Agreement") is made and entered into as of the 15th day of March, 2018 (the "Effective Date"), by and between W-SF GOLDFINGER OWNER VIII, L.I.C., a Delaware limited liability company ("Parcel One Owner") and SPECTRE PARTNERS 1 L.C., a Delaware limited liability company ("Parcel Two Owner") and (Parcel One Owner and Parcel Two Owner are referred to in singular as an "Owner" and in plural as "Owners").

RECITALS

- A. Parcel One Owner is the fee simple owner of that certain parcel of real estate described on Exhibit A-1 attached hereto (the "Parcel One"), Parcel Two Owner is the fee simple owner of that certain parcel of real estate described on Exhibit A-2 attached hereto (the "Parcel Two" hereinafter, the Parcel One and the Parcel Two are referred to in singular as a "Parcel" and in plural as "Parcels").
- B. The Parcels collectively comprise all land, exclusive of public streets and rights-of-way, located within Business Planned Development No. 1359, as amended an groved by the City Council of the City of Chicago (the "City") on February 28, 2018, as the same may be hereafter amended and modified from time to time in conformance with this Agreement (the "PD").
- C. "Sub-Area A" as designated in the PD is Parcel One as designated herein. "Sub-Area B" as designated in the PD is Parcel Two as designated herein (Sub-Area A and Sub-Area B are referred to in singular as a "Sub-Area" and in plural as "Sub-Areas").
- D. The Owners intend that the Parcels collectively shall at all times during the term of this Agreement be deemed to be a single "zoning lot" as such term is defined in the Chicago Zoning Ordinance, Title 17 of the Municipal Code of the City, in effect as of the Effective Date (the "Zoning Ordinance").

R

Ε. The Owners wish to designate zoning control parties with respect to each of the Sub-Areas for purposes of Section 17-8-0400 of the Zoning Ordinance and to set forth certain other agreements regarding the Parcels and the PD and the Parties' rights and obligations relating thereto.

NOW, THEREFORE, in consideration of the foregoing, and for other valuable and mutual consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

- 1. Incorporation. The foregoing recitals are incorporated herein as if fully set forth in this Section 1.
- Permitted Use of Parcels; Permits. Each Owner shall have the right, without further consent or authorization from any other Owner, to occupy, use, operate, maintain, renovate, repair, demolish, develop and redevelop its Parcel and the improvements located thereon from time to circe, and to seek and obtain any and all permits, licenses, authorizations and approvals for the cane, including, without limitation, the right to acquire additional development rights from time to time and utilize the same for additional improvements, provided, however, no Owner shall take or permit any action on or related to its Parcel or Sub-Area which is prohibited by this A greement.
- Allocation of Development Pights. This Agreement transfers FAR and buildable floor area from Parcel Two to Parcel One. As between the Parcel One Owner and Parcel Two Owner, the development rights under the PD are hereby allocated as follows:
 - (a) FAR Floor Area

5,041 square feet Parcel One: (i)

(ii) Parcel Two:

(b) Minimum Parking Spaces:

> (i) Parcel One:

Parcel Two: (ii)

Minimum Off-Street Loading Spaces: (c)

> (i) Parcel One: 2 (10' x 25')

(ii) Parcel Two: 0

Other Development Rights and Standards. Other development rights and (d) standards under the PD not specifically addressed above shall be allocated to Parcel One and Parcel Two on an equitable basis and, where appropriate, based on relative net site area, such that neither Owner shall be permitted to develop, establish or use, to the exclusion of the other Owner, zoning rights that would otherwise be available to such other Owner were the Parcels to constitute separate "zoning lots." For purposes of the PD and this Agreement, Parcel One

contains a net site area of 52,044 sf (91% of total) and Parcel Two contains a net site area of 5,041 sf (9% of total).

4. <u>Single Zoning Lot; Compliance with Zoning; Violations</u>. The Parcels together shall at all times be deemed to constitute a single "zoning lot" as defined in the Zoning Ordinance. No Owner shall cause or permit any condition or circumstance that would violate or be inconsistent with the PD or the Zoning Ordinance or would result in a Material Adverse Effect, as defined below. Any Owner causing any such condition or circumstance shall promptly take such action as may be necessary to cause such condition or circumstance to be cured, corrected, removed or resolved. Upon receipt of any correspondence from any government entity which relates in any way to the PD or the Zoning Ordinance or the Parties' or Parcels' compliance merewith, the Owner receiving such correspondence shall promptly provide a copy to the other Ordinarce.

5. <u>Designated Zoning Control Parties; Zoning Changes.</u>

- (a) As contemplated by Section 17-8-0400 of the Zoning Ordinance, each Owner is hereby designated as the sole zoning control party with respect to its own Parcel and Sub-Area (each Owner, for these purposes, a "Zoning Control Party").
- Agreement, each Zoning Control Party designated in subsection "(a)" above (a "Requesting Owner") is authorized by this Agreement, without further consent from the other Owners, and on behalf of the other Owners, to take action on any matter regarding the PD (including, without limitation, making application for a Zoning Change), but only if such action will not have a Material Adverse Effect, as defined below. For purposes of this Agreement, a "Zoning Change" means any change to the PD, the so-called "underlying zoning" of the Parcels or to the Zoning Ordinance including, without limitation, legislative "major" changes, administrative "minor" changes, site plan approvals, opinions, interpretations and determinations by the City or any agency thereof.
- (c) The other Owners shall reasonably cooperate with the Requesting Owner, at no cost to such other Owners, in obtaining Zoning Changes which will not result in a Material Adverse Effect. The Requesting Owner shall furnish the other Owner with a copy of all application documentation prior to filing or processing. All costs related to programation, filing and processing of such application shall be solely borne by the Requesting Owner. The other Owners, within ten (10) days after written request to do so by the Requesting Owner, shall execute such instruments, agreements, writings, documents or applications as may be legally required or reasonably necessary to seek or obtain a Zoning Change authorized by this Agreement. No Owner shall have any obligation to execute any documents or instruments that are in violation of, or not in accordance with, the terms of this Agreement.
- 6. <u>Material Adverse Effect</u>. For purposes of this Agreement, a "**Material Adverse Effect**" means:
- (a) any limitation, restriction or diminution of allowable uses, floor area, density or other development rights allocated to another Sub-Area under this Agreement, the PD or the Zoning Ordinance;

- (b) the imposition of increased or additional obligations, conditions, restrictions, requirements, liabilities or costs upon another Sub-Area;
- (c) another Sub-Area or the improvements thereon becoming non-conforming under the PD or the Zoning Ordinance;
- (d) through a Zoning Change or otherwise, use of another Sub-Area's net site area for purposes of increasing floor area, dwelling units or other development rights, such that future potential development rights available to such other Sub-Area are diminished, considering the limitations of the Zoning Ordinance and the underlying zoning district; or
- (e) the introduction, commencement or threat of administrative, legislative or judicial action or proceedings that, if concluded, could result in any of the foregoing.
- Damages may not be adequate compensation in the event of any breach or default by an Owner. Accordingly, in the event of any actual or threatened breach by an Owner of any of the agreements or restrictions comained herein, each other Owner shall be entitled to injunctive or other appropriate relief compelling performance of the terms hereof or restraining any action in violation of the terms hereof provided that nothing contained herein shall be construed as prohibiting the non-breaching Owners from pursuing any other available remedies, including the recovery of damages, and all such rights are herein expressly reserved, excluding, however, consequential, special or punitive damages. In any suit, action or proceeding initiated under or by reason of this Agreement, the prevailing Cwner(s) therein shall be entitled to reimbursement from the non-prevailing Owner(s) for all costs and expenses, including, without limitation, court costs, expert witness fees and reasonable attorneys fees and expenses, incurred or sustained by the prevailing Owner(s) in connection with such suit, action or proceeding.

8. Representations and Warranties.

- (a) Parcel One Owner represents and warrants that Parcel One Owner owns Parcel One free and clear of all liens and has full power and authority to enter into this Agreement.
- (b) Parcel Two Owner represents and warrants that Parcel Two Owner owns Parcel Two free and clear of all liens and has full power and authority to enter into this Agreement.
- 9. <u>Notices</u>. Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested or (d) electronic mail, with a hard copy to follow pursuant to the methods set forth in (a)-(c) herein, to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal or electronic mail delivery, or one (1) business day after delivery to the overnight delivery service for next business day delivery, or five (5) business days after deposit in the mail if delivered by United States Mail. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows:

If to Parcel 1 Owner:

W-SF Goldfinger Owner VIII, L.L.C.

Attn: James Holmes

900 N. Michigan Avenue, Suite 1900

Chicago, IL 60611 holmesi@waltonst.com

with a copy to:

DLA Piper LLP (US) Attn: Katie Jahnke Dale

444 West Lake, Suite 900

Chicago, IL 60606

katie.dale@dlapiper.com

If to Parcel 2 Owner:

Spectre Partners LLC

Attn: Jeff Shapack

917 W. Washington Blvd. #308

Chicago, IL 60607

jshapack@shapack.com

with a copy to:

DLA Piper LLP (US)

Attn: Katic Jahnke Dale 444 West Lake, Suite 900

Chicago, IL 50506

katie.dale@dlapiper.com

- 10. <u>Modifications</u>. This Agreement cannot be changed orally, and no agreement to waive, change, modify or discharge this Agreement in whole or in part shall be effective unless such agreement is in writing, signed by the Owners and recorded in the office of the Cook County Recorder of Deeds.
- 11. Successors and Assigns. This Agreement shall run with the lead and shall inure to the benefit of, and be binding upon, the Owners and their respective successors and assigns
- 12. <u>Counterparts</u>. This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement.
- 13. <u>Severability</u>. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person or entity, by judgment or court order shall in no way affect any of the other provisions hereof, or the application hereof to any other person or entity or circumstances and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.
- 14. <u>Applicable Law</u>. This Agreement is performable in the State in Illinois and shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of Illinois.

- 15. <u>No Third-Party Beneficiaries</u>. No provisions of this Agreement, express or implied, are intended or shall be construed to confer upon or give to any person or entity other than the Parties hereto, any rights, remedies or other benefits under or by reason of this Agreement unless otherwise expressly and specifically provided herein.
- 16. <u>Relationship of the Parties</u>. This Agreement is not intended to, nor shall it be deemed to, create a partnership, joint venture or agency relationship between the Owners. Neither Owner shall hold itself out as a partner, joint venturer, principal or agent of the other Owner under this Agreement except as otherwise expressly and specifically provided herein.
- 17. Term. This Agreement shall continue in effect until such time, if ever, that the PD is terminated and the Parcels are completely independent from each other for zoning purposes as separate "zoning lots" and in compliance with the Zoning Ordinance such that the rights, obligations and allocations of this Agreement are rendered obsolete.
- 18. <u>Indemnification</u>. Each Owner (an "Indemnitor") agrees to indemnify, defend and hold harmless the other Owners and their respective members, managers, officers, and employees from and against any claims, damages, proceedings, losses, liabilities, costs and expenses (including reasonable attorneys' fees and litigation costs) arising from or in connection with Indemnitor's violation of or tailure to comply with the provisions of this Agreement.
- 19. <u>Limitation of Personal Liagility</u>. The enforcement of any rights or obligations contained in this Agreement against any Owner shall be limited to the interest of such Owner in the Parcel owned by such Owner. No judgment against any Owner shall be subject to execution on, or be a lien on, any assets of such Owner other than that Owner's interest in its Parcel.
- 20. Agreement Shall Continue Notwithstanding Breach. No breach or default by an Owner shall entitle another Owner to cancel, rescind or otherwise terminate this Agreement; however, such limitation shall not affect, in any manner, any other rights or remedies that an Owner may have under this Agreement by reason of any such creach.
- 21. No Waiver. The failure of an Owner to insist upon strict performance of any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of any rights or remedies that such Owner may have under this Agreement, whether at law or in equity, and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.
- 22. <u>Estoppel Certificate</u>. Each Owner hereto shall, from time to time, within fifteen (15) days after written request from another Owner, execute, acknowledge and deliver to the requesting Owner, a certificate (which may be relied upon for estoppel purposes only and shall not create any liability for damages) stating:
- (a) That the terms and provisions of this Agreement are unmodified and are in full force and effect or, if modified, identifying the modification agreements;
- (b) Whether the certifying Owner has knowledge of any existing default hereunder by the requesting Owner and, if so, specifying the nature and extent of such default;

- certifying Owner against the requesting Owner; and
- total amount
 the requesting Own.

 Juch other matters as may to

 ple Titleholders of a Parcel. If the Parcel shall be jointly and severally,
 the performance of the obligations of the the outh fee-titleholders shall only act collectively,
 bind all such fee titleholders in respect of actions, c.

 [Signatures Follow] 23. titleholders of such Parcel shall be jointly and severally responsible with the other owners of such Parcel for the performance of the obligations of the owner of such Parcel, under this Agreement, but such fee-titleholders shall only act collectively through a single representative with authority to bind all such fee titleholders in respect of actions, decisions and consents under this Agreement.

1901434066 Page: 8 of 18

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IN WITNESS WHEREOF, the Owners have hereunto set their hands to be effective as of the Effective Date.

W-SF GOLDFINGER OWNER VIII, L.L.C.,

a Delaware limited liability company

By: W-SF Goldfinger Holdings VIII, L.L.C., a Delaware limited liability company, its Sole Member

By: W Goldfinger Investors VIII, L.L.C., a Celaware limited liability company, its Authorized Member

By: Waiton Acquisition Holdings VIII, L.L.C., a Delaware limited liability company, its Sole Me nber

By: Walton Screet Real Estate Fund VIII, L.P., a Delaware limited partnership, its Managing Member

By: Walton Street Nanagers VIII, L.P., a Delaware limited partnership, its General Partner

> By: WSC Managers VIII, Inc., a Delaware corporation, its General Partner

> > By:
> > Name: James J. Holmes
> > Title: Vice President

SPECTRE PARTNERS LLC,

a Delaware limited liability company

1901434066 Page: 9 of 18

UNOFFICIAL COPY

IN WITNESS WHEREOF, the Owners have hereunto set their hands to be effective as of the Effective Date.

W-SF GOLDFINGER OWNER VIII, L.L.C.,

a Delaware limited liability company

By: W-SF Goldfinger Holdings VIII, L.L.C., a Delaware limited liability company, its Sole Member

> By: W Goldfinger Investors VIII, L.L.C., a Delaware limited liability company, its Authorized Member

> > By: Walton Acquisition Holdings VIII, L.L.C., a Delayare limited liability company, its Sole Member

By: Walton Street Real Estate Fund VIII, L.P., a Delaware limited partnership, its Managing Member

By: Walton Street Managers VIII, L.P., a Delaware limited pertnership, its General Partner

By: WSC Managers VIII, Juc a Delaware corporation, its General Partner

Ву:		
Name:		
Title:	·	4

SPECTR	E PARTNERS LLC,
a Delawer	Alimited liability company
By:	Dimmo
Name:	Jeffrey Shapack
Its:	Authorized Signatory

1901434066 Page: 10 of 18

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
OUNTY OF COOK) SS.
I, Production and for and residing in sai County and State, DO HEREBY CERTIFY THAT James Lorent, the New County of WSC Managers VIII, Inc., a Delaware limited liability company, personally known to me to be the same persons whose name is subscribed to the foregoing instrument appeared before this day in person and acknowledged that he or she signed and delivered said instrument a his or her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth. GIVEN wider my hand and notarial seal this
REZIJA VILIC NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:04/17/22 Notary Public
ACKNOWLEDGMENT
STATE OF ILLINOIS)) SS. ' COUNTY OF COOK)
I,
GIVEN under my hand and notarial seal this day of, 2018.
Notary Public

4853-2554-1678.5

1901434066 Page: 11 of 18

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)
I,	, a Notary Public in and for and residing in said
County and State, DO HERI	BY CERTIFY THAT , the
of WSC Managers VIII, I	nc., a Delaware limited liability company, personally known to me
to be the same persons whos	e name is subscribed to the foregoing instrument appeared before
me this day in person and ac	knowledged that he or she signed and delivered said instrument as
	tary act and as the free and voluntary act of said corporation for the
uses and purposes therein set	forth.
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GIVEN under	my hand and notarial seal this day of, 2018.
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	Notary Public
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	Notary Public
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)
I, Mam G	YAU Serving, a Notary Public in and for and residing in said EBY CERTIFY THAT LEFT Snapare the Aumoriza Agmy
County and State, DO HER	BBY CERTIFY THAT JEFFY SNAPAYE the Almonized Agent
of SPECTRE PARTNERS	LLC , a Delaware limited liability compary, personally known to
me to be the same persons	whose name is subscribed to the foregoing instrument appeared
before me this day in pers	on and acknowledged that he or she signed and delivered said
	n free and voluntary act and as the free and voluntary act of said
corporation for the uses and p	ourposes therein set forth.
GIVEN under	my hand and notarial seal this \(\frac{1}{5} \) day of \(\frac{1}{5} \), 2018
	4
MARY GRACE SEBRING	Many grace Susur
Official Seal Notary Public – State of Illinois	Notary Public
My Commission Expires May 30, 2021	
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1901434066 Page: 12 of 18

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MORTGAGEE CONSENT

[If needed]

Reference is made to that certain Mortgage, Assignment of Leases and Rents, e Fi.
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avor of Nor.
the Office of the .
1805412061 (as may ...).

rsigned, as Mortgagee under th.
d subordinates the lien of the Mon.

MORTGAGEE:

NORTHBROOK BANK & 1.
COMPANY

By: MW HWW/
Name: PATRICK HARRINGTON
Its: VICE PRESIDENT Security Agreement and Fixture Filing, as amended, by and between Fight Club Owner LLC, a Delaware limited liability company, as mortgagor, as assignee of Spectre Partners LLC, ("Mortgagor"), in favor of Northbrook Bank & Trust Company, as mortgagee ("Mortgagee"), recorded in the Office of the Recorder of Cook County, Illinois on February 23, 2018 as Document No. 1805412061 (as may have been or may be amended from time to time, the "First Mortgage").

The undersigned, as Mortgagee under the loan secured by the Mortgage, hereby consents to, and subordinates the lien of the Mortgages to, the foregoing Zoning Rights Agreement

	ACKNOWLEDGMENT	/
STATE OF ILLINOIS)	
) SS.	
COUNTY OF COOK)	
\ ,	N. D.I.	
County and State. DO HER	, a Notary Pub EBY CERTIFY THAT	the
of WSC Managers VIII, I	nc., a Delaware limited liability co	ompany, personally known to me
to be the same persons who	se name is subscribed to the foreg	óing instrument appeared before
	cknowledged that he or she signed ntary act and as the free and volunta	
uses and purposes therein set		any act of said corporation for the
GIVEVIando	my hand and notarial seal this	day of 2018
Givervender	try fianti and notarial scal tins	, 2016.
	Notary Public	
•		
	· ACKNO VLEDGMENT	
STATE OF ILLINOIS		
STATE OF TEENTOIS),SS.	
COUNTY OF COOK		
/	\ (
I,	, a Notary Publ	lic is and for and residing in said
of SPECTRE PARTNERS	EBY CERTIFY THAT LLC, a Delaware limited liability	y company, personally known to
me to be the same persons	whose name is subscribed to the	foregoing instrument appeared
	son and acknowledged that he on on free and voluntary act and as th	
corporation for the uses and		
GIVEN under	my hand and notarial seal this	day of , 2018.
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	Notary Public	
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1901434066 Page: 14 of 18

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STATE OF ILLINOIS) SS	
COUNTY OF COLL)	
aforesaid, do hereby certify that PATCLU PACING OF NOTHING FOUNDED, pe whose name is subscribed to the foregoing instring person and acknowledged that he/she signed own free and voluntary act and as the free and and purposes therein set forth.	rsonally known to me to be the same person ument as such, appeared before me this day and delivered the said instrument as his/he voluntary act of such company, for the uses
Civen under my hand and officia 2019.	I seal this 10 day of JANVACX
	TR
O _x No	otary Public
My Commission Expires: 1/32/2021	"OFFICIAL SEAL" THOMAS PASKER Notary Public, State of Illinois My Commission Expires 11/30/21
	"OFFICIAL SEAL" THOMAS PASKER Notary Public, State of Illinois My Commission Expires 11/30/21

EXHIBIT A-1

LEGAL DESCRIPTION OF PARCEL ONE

Permanent Real Estate Index Number(s):

Address of Real/Estate:

1901434066 Page: 16 of 18

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EXHIBIT A-1

LEGAL DESCRIPTION OF PARCEL ONE

PARCEL 1: LOTS 6, 7, 8, 9, 10, 11, 12, 13, 20, 21 & 22 IN T.F. GALE'S SUBDIVISION OF LOTS 6 TO 13 INCLUSIVE IN BLOCK 36 IN CARPENTER'S ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2: LOTS 1, 2 AND 3 IN BLOCK 36 IN CARPENTER'S ADDITION TO CHICAGO IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4: EAST-WEST ALLEY TO BE VACATED): THAT PART OF THE 15-FOOT WIDE EAST-WES? ALLEY, SOUTH OF AND ADJOINING LOTS 1 TO 3. IN CARPENTER'S ADDITION TO CHICAGO AND NORTH OF AND ADJOINING LOTS 6 AND 7 IN T.F. GALE'S SUPDIVISION OF LOTS 6 TO 13 INCLUSIVE IN BLOCK 36 IN CARPENTER'S ADDITION TO CHICAGO, ALL IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 01 DEGREE 28 MINUTES 11 SECONDS EAST, ALONG THE WEST LINE OF NORTH HALSTED STREET, A DISTANCE OF 15.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 7; THENCE SOUT A 38 DEGREES 24 MINUTES 39 SECONDS WEST, ALONG THE NORTH LINE OF SAID COT 7 EXTENDED WESTERLY, 151.32 FEET TO THE INTERSECTION OF THE WEST LINE OF LOT 3 EXTENDED SOUTHERLY AND THE NORTH LINE OF SAID LOT 6; THENCE NORTH 01 DEGREES 32 MINUTES 03 SECONDS WEST, TO THE SOUTHWEST CORNER OF SAID LOT 3, A DISTANCE OF 15.00 FEET; THENCE NORTH 88 DEGREES 24 MINUTES 39 SECONDS EAST, ALONG THE SOUTH LINE OF LOTS 1 THROUGH 3, A DISTANCE OF 151.34 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5: (NORTH-SOUTH ALLEY TO BE VACATED): THAT PART OF THE 12-FOOT WIDE NORTH-SOUTH ALLEY, EAST OF AND ADJOINING LOTS 6, 9, 17, 11, 12 AND 13 AND WEST OF AND ADJOINING LOTS 7, 8, 19, 20, 21 & 22 IN T.F. GALa'S SUBDIVISION OF LOTS 6 TO 13 INCLUSIVE IN BLOCK 36 IN CARPENTER'S ADDITION TO CHICAGO, ALL IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSIU: 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: B EGINNING AT THE NORTHWEST CORNER OF SAID LOT 7; THENCE SOUTH 01 DEGREES 34 MINUTES 57 SECONDS EAST, ALONG THE WEST LINES OF SAID LOTS 7, 8, 19, 20, 21 & 22 A DISTANCE OF 124.87 FEET TO THE SOUTHWEST CORNER OF SAID LOT 20; THENCE SOUTH 87 DEGREES 27 MINUTES 40 SECONDS WEST, ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 20, A DISTANCE OF 6.00 FEET TO THE CENTERLINE OF SAID 12-FOOT WIDE NORTH SOUTH ALLEY; THENCE SOUTH 01 DEGREES 34 MINUTES 57 SECONDS EAST, ALONG SAID CENTERLINE, 24.97 FEET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 13, THENCE THENCE SOUTH 88 DEGREES 28 MINUTES 16 SECONDS WEST, ALONG SAID EASTERLY EXTENSION, 6.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 13;

1901434066 Page: 17 of 18

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THENCE NORTH 01 DEGREES 34 MINUTES 57 SECONDS WEST, ALONG THE EAST LINES OF SAID LOTS 6, 9, 10, 11, 12 AND 13, A DISTANCE OF 149.84 FEET TO THE NORTHEAST CORNER OF SAID LOT 6; THENCE NORTH 88 DEGREES 24 MINUTES 39 SECONDS EAST, 12.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Address of Real Estate: 801-813 West Lake Street, 162-184 N. Halsted Street, 159-173 N. Green

Street, Chicago IL 60607

Estate 1.

ODE TO COOK COUNTY CLERK'S OFFICE Permanent Real Estate Index Number(s): 17-08-344-003 through -015

1901434066 Page: 18 of 18

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EXHIBIT A-2

LEGAL DESCRIPTION OF PARCEL TWO

LOT 5 IN BLOCK 36 IN CARPENTER'S ADDITION TO CHICAGO IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address of Real Estate:

adex No. 821-825 West Lake Street, Chicago, IL 60607

Permanent Real Estar Index Number(s):