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PREPARED BY:

Greenberg Traurig LLP
77 West Wacker Drive
Suite 3100
Chicago, IL 60601
Attn: Russell J. Coutinho



1936116131D

Doc# 1936116131 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 12/27/2019 02:49 PM PG: 1 OF 9

WHEN RECORDED RETURN TO:

Greenberg Traurig LLP
77 West Wacker Drive
Suite 3100
Chicago, IL 60601
Attn: Russell J. Coutinho

MAIL TAX STATEMENTS TO:

ROA LAND LLC
181 W. Madison Street, Suite 4700
Chicago, Illinois 60602
Attn: Krysta Bavlsik

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of this 23rd day of December, 2019 by FIFTH THIRD BANK, NATIONAL ASSOCIATION, a federally chartered institution (successor-by-merger to MB Financial Bank, N.A., a National Banking Association, and successor-by-conversion to Fifth Third Bank, an Ohio banking corporation), whose address is 38 Fountain Square Plaza, MD10ATA1, Cincinnati, Ohio 45263 ("**Grantor**"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt, adequacy and sufficiency of which is hereby acknowledged, by these presents does **GRANT, BARGAIN, SELL, ALIEN, REMISE, RELEASE AND CONVEY** unto **ROA LAND LLC**, a Delaware limited liability company whose address is 181 W. Madison Street, Suite 4700, Chicago, Illinois 60602 ("**Grantee**"), the following described real property located in the County of Cook, State of Illinois and legally described as follows:

See Legal Description attached hereto as **Exhibit A** and hereby made a part hereof (the "**Real Property**").

Together with all improvements and fixtures located thereon and all and singular the rights, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, all the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever (collectively with the Real Property, the "**Property**"), of Grantor, either in law or equity, of, in and to the above described property, with the hereditaments and appurtenances: **TO HAVE AND TO HOLD** said Property, with the appurtenances, unto Grantee, its successors and assigns forever.

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AND GRANTOR, for itself and for its successors and assigns, does specially warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise.

AND SUBJECT TO (A) non-delinquent real property taxes and assessments, (B) all easements, covenants, conditions, restrictions and other agreements of record which have been recorded against the Property in the Cook County Recorder of Deeds, (C) all matters which would be disclosed by a recent and accurate survey of the Property, (D) public streets and legal highways, (E) municipal, zoning and subdivision laws and ordinances (F) the Parking License Agreement (as hereinafter defined) and (G) the use restrictions expressly set forth on **Exhibit B** attached hereto and made a part hereof, for only so long as expressly stated therein.

If any term or provision of this Special Warranty Deed or the application thereof to any persons or circumstances shall, to the extent, be invalid or unenforceable, the remainder of this Special Warranty Deed or the application of such term of provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Special Warranty Deed shall be valid and enforced to the fullest extent permitted by law.

[Signature Page Follows]

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IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed as of this 23rd day of December, 2019.

FIFTH THIRD BANK, NATIONAL ASSOCIATION, a federally chartered institution

By: Rebecca Young

Name: Rebecca Young
Assistant Vice President

Its: _____

STATE OF Ohio)
) SS:
COUNTY OF Hamilton

Before me, a Notary Public in and for said County and State, personally appeared Rebecca Young, by me known and by me known to be the ASST vice President of **FIFTH THIRD BANK, NATIONAL ASSOCIATION**, a federally chartered institution, who acknowledged the execution of foregoing Special Warranty Deed on behalf of said association.


WITNESS my hand and Notarial Seal this 19 day of December, 2019.

Karla Ann
Notary Public

Karla Williamson
Printed Signature

My Commission Expires: 12-17-23

My County of Residence: Warren



REAL ESTATE TRANSFER TAX		27-Dec-2019
	CHICAGO:	0.00
	CTA:	0.00
	TOTAL:	0.00 *

17-08-450-014-0000 | 20191201672190 | 1-606-815-072

* Total does not include any applicable penalty or interest due.



KAYLA WILLIAMSON
Notary Public, State of Ohio
My Commission Expires 12-17-2023

REAL ESTATE TRANSFER TAX		27-Dec-2019
	COUNTY:	1,250.00
	ILLINOIS:	2,500.00
	TOTAL:	3,750.00

17-08-450-014-0000 | 20191201672190 | 0-571-616-608

[Signature Page to Special Warranty Deed]

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FIFTH THIRD BANK, NATIONAL ASSOCIATION, a federally chartered institution

By: [Signature]

Name: Thomas A. Ross

Vice President

Its: _____

STATE OF Ohio)
) SS:
COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared Thomas Ross, by me known and by me known to be the Vice President of **FIFTH THIRD BANK, NATIONAL ASSOCIATION**, a federally chartered institution, who acknowledged the execution of foregoing Special Warranty Deed on behalf of said association.

WITNESS my hand and Notarial Seal this 19 day of December, 2019.

[Signature]
Notary Public

Kayla Williamson
Printed Signature

My Commission Expires: 12-17-23

My County of Residence: Warren



KAYLA WILLIAMSON
Notary Public, State of Ohio
My Commission Expires 12-17-2023

Property of Cook County, Ohio's Office

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EXHIBIT A

The Property

LOTS 14, 15 AND THAT PORTION OF LOT 16 LOCATED WEST OF NORTH ACADEMY PLACE (EXCEPTING THEREFROM THAT PART OF SAID LOT 16 FALLING WITHIN, TAKEN OR USED FOR NORTH ACADEMY PLACE) IN BLOCK 54 OF CARPENTER'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number(s):

17-08-450-014-0000

17-08-450-015-0000

Common Address: 816 and 820 W. Madison Street, Chicago, IL

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EXHIBIT B

Temporary Use Restrictions

Reference is hereby made to (i) that certain Office Building Lease Agreement dated as of the date of this Special Warranty Deed, pursuant to which ROA HQ LLC has leased the property located at 800 W. Madison Street, Chicago, Illinois (the "Adjacent Property"), to ROA Holdings LLC and ROA Management LLC (collectively, together with their respective successors and assigns, "Master Tenant") and (ii) that certain Lease Agreement, dated as of the date of this Special Warranty Deed (the "Sublease"), by Master Tenant, as sub-landlord, and Grantor, as subtenant ("Subtenant"), with respect to the sublease by Subtenant from Master Tenant of certain premises located within the Adjacent Property, a memorandum of which will be recorded in the Cook County Recorder of Deeds. The Adjacent Property is adjacent to the Property. Reference is further made to that certain Parking License Agreement, dated as of the date of this Special Warranty Deed (the "Parking License Agreement"), by and between Grantor, as licensee, and Grantee, as licensor, pursuant to which Grantee has agreed to provide certain parking and/or other accommodations to Grantor in accordance therewith. Grantor and Grantee have mutually agreed that, in connection with Grantor's agreement to enter into the Parking License Agreement, the Property shall be subject to the Temporary Use Restrictions (as defined herein) until the Termination Date (as defined herein).

1. Temporary Use Restrictions Prior to Termination Date. Except as expressly set forth herein (including, without limitation, Paragraph 2 hereof), and until the Termination Date, no portion of the Property shall be used for any of the following uses (collectively, the "Temporary Use Restrictions"):

- (a) any Marijuana Uses (as defined herein);
- (b) any Noxious Uses (as defined herein); or
- (c) the operation of any financial institutions, banks, savings and loans, trust companies, ATM's, automated teller machines or other free-standing cash dispensing or financial transaction machines, stock brokerages, mortgage companies, mortgage brokerage companies, credit unions, or any type of financial services entity or any entity offering any Banking Services (as defined herein), on the Property or any portion thereof, or the use, construction or placement of signage on, or advertisement on (including but not limited to "Coming Soon" signs) the Property for or relating to any type of brokerage, mortgage or financial services or Banking Services; provided, however, that restrictions set forth above in this paragraph shall not prohibit the use of the Property or any portion thereof for the operation of (including advertisement (including but not limited to "Coming Soon" signs) upon), (i) a private equity company, (ii) a hedge fund, fund-to-fund, pension fund, asset management, collective investment or investment company, (iii) an investment fund, (iv) a real estate management or real estate investment company, or (v) an insurance company that sells insurance, but does not otherwise engage in any other Banking Services.

The Temporary Use Restrictions shall be a prohibition running with the land until the Termination Date, from and after which the Temporary Use Restrictions shall automatically terminate and be of no further force or effect thereafter. Notwithstanding the foregoing, or anything contained herein to the contrary, the restriction upon Marijuana Uses set forth in paragraph 1(a) above shall be a perpetual use restriction and shall restrict and encumber the use of the Property after the Termination Date so long as the named Grantee herein is the Owner (and not thereafter).

2. Limitations on Temporary Use Restrictions. Notwithstanding anything set forth herein to the contrary, in no event shall any of the Temporary Use Restrictions be deemed to have been violated or breached on account of any act by any Licensee Party (as defined herein), and Grantee shall have no

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liability for, and Licensee shall have no recourse with respect to, any violation or breach of any of the Temporary Use Restrictions arising out of or on account of any act by any Licensee Party. For the avoidance of doubt, nothing set forth herein shall in any event restrict Licensee's rights under the Parking License Agreement in accordance with the terms of the Parking License Agreement.

3. Definitions. As used herein, the following terms shall have meanings set forth below:

(a) "Banking Services" means the provision of checking, savings, check cashing, credit card, commercial loan, consumer loan, residential loan, international letters of credit, trust, automatic teller, securities brokerage and other financial services provided by commercial banking and savings and loan institutions to commercial and consumer customers, in each case solely to the extent performed upon or within the Property;

(b) "Convenience Store" means any convenience store, drug store, grocery store, gift shop, sundry shop or pharmacy, in each case expressly including any "Amazon Go", "Amazon Locker" or similar convenience store.

(c) "Licensee" means, as of any date of determination, the licensee under the Parking License Agreement, which shall initially be Grantor;

(d) "Licensee Party" means Licensee, Subtenant, any sub-licensee of Licensee, any sub-subtenant of Subtenant, or any respective successor, assign, employee, representative, licensee or agent of Licensee, Subtenant, or any such sub-licensee or sub-subtenant;

(e) "Marijuana Uses" means the sale, cultivation, manufacturing, dispensing or distribution of marijuana for medical or recreational purposes, and/or the sale, manufacturing, dispensing or distribution of paraphernalia for use with marijuana or illicit drugs, expressly excluding, however, any such activity performed by or within a Convenience Store so long as the primary business of such Convenience Store is not the dispensing or sale of marijuana or illicit drugs, and provided, further, that the warehousing and/or distribution of (i) any hemp products and/or (ii) any health, wellness, and beauty related products containing hemp-derived cannabidiol shall not constitute Marijuana Uses and shall be expressly permitted so long as the use of such products is not prohibited by applicable law.

(f) "Noxious Uses" means any of the following:

(i) night club (provided, however, that this sub-clause (i) shall not prohibit any such business operated in connection with the operation of a Recognized Hotel (as hereinafter defined));

(ii) cocktail lounge, bar or any other establishment that sells alcoholic beverages for on-premises consumption (provided, however, that this sub-clause (ii) shall not prohibit any such business operated in connection with (1) a restaurant so long as the revenue derived from the sale of alcoholic beverages does not exceed 50% of the gross revenues of such business or (2) a Recognized Hotel);

(iii) pool hall or billiard parlor;

(iv) massage parlor (provided, however, this shall not prohibit any professional spa or spa treatment facility);

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- (v) establishment providing nude or topless entertainment or waitstaff, or any establishment selling or exhibiting pornographic materials (including, without limitation, adult books or videos); expressly excluding, however, the sale of any such materials by a Convenience Store, so long as the sale of such materials is not the primary business of such Convenience Store. Materials shall be considered “adult” or “pornographic” under this paragraph if the same are not available for sale or rental to children under 18 years old because they explicitly deal with or depict sexuality;
- (vi) mortuary or funeral home;
- (vii) firearms sales;
- (viii) liquor stores (provided, however, this shall not prohibit any Convenience Store);
- (ix) gambling, bingo or similar games of chance;
- (x) any mobile home park, trailer court, labor camp, junkyard, or stockyard;
- (xi) any dumping, disposing, incineration, or reduction of garbage (it being acknowledged and agreed that the foregoing shall not prohibit garbage disposal from the Property); or
- (xii) any other use which constitutes a public or private nuisance or which causes loud noises or noxious or offensive smoke or odors (provided, however, that this sub-clause (xii) shall not prohibit any such uses to the extent conducted in connection with (1) a business described and permitted in sub-clause (i) and/or sub-clause (ii) above, (2) a restaurant or (3) construction or development of all or any portion of the Property);
- (g) “Owner” means the owner of the Property, as of any date of determination.
- (h) “Recognized Hotel” means a hotel that (i) is part of a recognized, reputable international, national or regional brand, (ii) is a recognized, reputable boutique hotel, or (iii) is otherwise reasonably approved by Licensee in writing (or, if the Parking License Agreement shall have been terminated, but the Sublease is still in effect, as reasonably approved by Subtenant in writing); provided, however, that (1) the following hotel brands, flags and/or banners shall be deemed to be Recognized Hotels for the purposes hereof: Marriott, AC Hotels, Aloft Hotels, Autograph Collection Hotels, Bulgari Hotels, Courtyard by Marriott, Delta, Design Hotels, EDITION, Element, Fairfield Inn & Suites, Four Points, Gaylord Hotels, Homes & Villas by Marriott International, JW Marriott, Le MERIDIEN, Marriot Executive Apartments, Marriott Vacation Club, Moxy Hotels, Protea Hotels, Renaissance Hotels, Residence Inn, Ritz-Carlton, Ritz-Carlton Reserve, Sheraton, Springhill Suites by Marriott, St. Regis, The Luxury Collection TownePlace Suites, Tribute Portfolio, W Hotels, Westin, Hilton, Waldorf Astoria, Conrad Hotels and Resorts, Canopy, Curio Collection, Doubletree, Tapestry Collection, Embassy Suites, Hilton Garden Inn, Hampton, Tru, Homewood Suites, Home2 Suites, Hilton Grand Vacations, Hyatt, Andaz, Alila, Caption, Hyatt Centric, Park Hyatt, Miraval, Grand Hyatt, Hyatt Regency, Hyatt Zilara, Hyatt Ziva, Hyatt Place, Hyatt House, the Unbound Collection, Destination Hotels, Intercontinental Hotels Group, Six Senses, Regent, Kimpton, Hotel Indigo, Even Hotels, Hualuxe, Crowne Plaza, Voco, Holiday Inn, Holiday Inn Express, Holiday Inn Club Vacations, Avid, Candlewood Suites, Wyndham, Wyndham Grand, Dolce Hotels and Resorts, Tryp, Espendor, Dazzler, Trademark Collection, La Quinta, Wingate, Wyndham Garden, AmericInn, Ramada, Baymont, Microtel, Days Inn, Super 8, Howard Johnson, Travelodge, Hawthorn, Starwood, Joie de Vivre, Thompson Hotels, Preferred Hotels, Peninsula, Montage, Four Seasons, Mandarin Oriental, Loews

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Hotels, Omni Hotels and Resorts, MGM Resorts, Disney Hotels and Resorts, (2) Licensee's or Subtenant's approval and recognition of any hotel as a Recognized Hotel pursuant to clause (iii) above shall be deemed given if, following Licensee's (or Subtenant's) receipt of a written request for such approval and recognition (delivered in accordance with the terms of the Parking License Agreement or the Sublease, as applicable), Licensee or Subtenant fails to object to such request within thirty (30) days, and (3) for the avoidance of doubt, if a hotel is or is deemed to be a Recognized Hotel pursuant to clauses (i) through (iii) above or sub-clause (2) above, then any successor to such hotel by merger, name change, operation or law or otherwise shall be a Recognized Hotel; and

(i) "Termination Date" means the date that is one (1) year following the expiration or earlier termination of the Sublease. A recorded memorandum of the termination of the Sublease in the Cook County Recorder of Deeds shall be deemed as definitive evidence of the termination of the Sublease, and successor owners of the Property and third parties may rely upon such memorandum for the purposes of establishing the effectiveness of the termination of the Temporary Use Restrictions.

4. Breach and Enforcement of Temporary Use Restrictions. Without limitation of anything set forth in paragraph 2 above, Grantee shall not be deemed to be in breach or default of the Temporary Use Restrictions if and for so long as (i) the party violating the Temporary Use Restrictions is not the Owner, a tenant or licensee of any portion of the Property, or any party in privity of contract with the Owner, any subtenant or sub-licensee thereof, or any successor, assign, employee, representative, licensee or agent of any of the foregoing and (ii) the Owner is using commercially reasonable efforts to cure such violation of such use restrictions. Licensee shall have the sole right to enforce the Temporary Use Restrictions, and no sub-licensee or other occupant of all or any portion of the Property, nor any other party, shall be deemed or construed as a third-party beneficiary of the Temporary Use Restrictions or permitted to bring a claim or action in respect thereof. In addition, and for the avoidance of doubt, Owner shall only be responsible for any breach of the Temporary Use Restrictions by Owner during its period of ownership of the Property, and following any sale of the Property, the transferor, as "Owner" hereunder, shall have no liability towards Licensee for any breach of the Temporary Use Restrictions by the transferee, as "Owner" hereunder first occurring after such sale. Subject to the foregoing limitations in paragraph 2 and this paragraph 4, in the event of a breach of the Temporary Use Restrictions in violation of paragraph 1 hereof that remains uncured, Licensee shall be entitled to full and adequate relief by injunction and all other available legal and equitable remedies from the consequences of such breach.

5. Rights of Mortgagees. No breach of the Temporary Use Restrictions, nor any enforcement of any such breach, shall defeat or render invalid the lien of any mortgage or deed of trust now or hereafter executed upon the Property.

6. Duration of Temporary Use Restrictions. The Temporary Use Restrictions shall expire and be of no further force or effect from and after the Termination Date. Without limitation of the foregoing, in the event that, as of the Termination Date, Owner and Licensee have not recorded a memorandum of the Termination Date and the termination of the Parking License Agreement, Owner shall have the unilateral right to record against the Property in the Cook County Recorder of Deeds a memorandum evidencing the occurrence of the Termination Date, in which event (i) such memorandum shall be deemed as definitive evidence of the occurrence of the Termination Date and (ii) third parties may rely upon such memorandum for such purpose.