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**PREPARED BY AND
WHEN RECORDED, RETURN TO:**

Jay Akers, Esq.
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201 North Tryon Street
Suite 2000
Charlotte, North Carolina 28202



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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 06/30/2021 02:19 PM PG: 1 OF 9

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OMNIBUS ASSIGNMENT AND AMENDMENT AGREEMENT

This OMNIBUS ASSIGNMENT AND AMENDMENT AGREEMENT (this "Assignment"), dated as of June 25, 2021, is made by and among GOLDMAN SACHS BANK USA, a New York state-chartered bank, as lender ("GS Bank"), GOLDMAN SACHS BANK USA, a New York state-chartered bank, as agent for the lenders from time to time under the Loan Agreement (as defined below) ("Agent"), CK PROPCO, LLC, a Delaware limited liability company ("Borrower"), and the undersigned entities identified as SUBSIDIARY GUARANTORS on the signature pages hereto (the "Subsidiary Guarantors").

RECITALS:

WHEREAS, GS Bank and Borrower previously entered into that certain Loan Agreement, dated as of October 13, 2017, as amended by that certain First Amendment to Loan Agreement, dated as of September 4, 2018, which loan agreement was amended and restated by that certain Amended and Restated Loan Agreement, dated as of June 26, 2019, as amended by that certain First Amendment to Amended and Restated Loan Agreement, dated as of July 30, 2020, and by the Joinder Agreement and Guarantor Certifications entered into prior to the date hereof (the "Original Loan Agreement");

WHEREAS, on the date hereof, GS Bank, certain other lenders (the "Lenders"), Borrower and the Subsidiary Guarantors are entering into a certain Second Amended and Restated Loan Agreement (as the same may be further amended, amended and restated, supplemented or otherwise modified from time to time, the "Amended Loan Agreement"), which Amended Loan Agreement will amend and restate in its entirety the Original Loan Agreement;

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WHEREAS, capitalized terms used, but not otherwise defined, herein shall have their respective meanings under the Amended Loan Agreement;

WHEREAS, pursuant to the Amended Loan Agreement, the Lenders have appointed Agent as agent for the lenders thereunder, and in order to effect such appointment, GS Bank desires to assign to Agent, and Agent desires to accept and assume, all of GS Bank's rights and obligations as agent under the Loan Agreement and with respect to the Collateral (as defined in the Amended Loan Agreement); and

WHEREAS, in connection with the execution of the Amended Loan Agreement, the parties hereto desire to amend the Loan Documents as set forth in this Assignment.

AGREEMENT

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

1. Assignment of Loan Documents. Effective as of the date hereof, GS Bank hereby endorses, assigns, sells, transfers and delivers to Agent and its successors, participants and assigns, without recourse or warranty, all right, title and interest of GS Bank under the Existing Loan Document (as defined in the Amended Loan Agreement effective as of the date hereof) (the "GS Bank's Interests") in and to the Mortgages (as defined in the Loan Agreement), including, without limitation, all of GS Bank's Interests in and to the Collateral (as defined in the Loan Agreement) including, without limitation, the Security Instruments listed on Exhibit A hereto (the "Existing Security Instruments") relating to the property described in Exhibit B annexed hereto and made a part of hereof. Effective as of the date hereof, Agent hereby receives and assumes the rights and assumes and agrees to perform the duties and obligations of GS Bank, in each case, to the extent they relate to the GS Bank's Interests.

2. Amendments to Existing Security Instruments. As of the date hereof, each of the Existing Security Instruments shall be amended as follows:

(a) (i) All references to the term "Loan Agreement" within the Existing Security Instruments shall be deemed to refer to the Amended Loan Agreement and all capitalized terms in such Existing Security Instruments that are defined by cross-reference to the "Loan Agreement" (as defined in such Existing Security Instruments) shall have their respective meanings in the Amended Loan Agreement; (ii) all references to the "Note" or "Note(s)" in the Existing Security Instruments shall be deemed to refer the "Note(s)" as defined in the Amended Loan Agreement, (iii) any references within the Existing Security Instruments to "\$200,000,000" shall be replaced with "\$450,000,000," and (iv) all references to the "Maturity Date" within the Existing Security Instruments shall be deemed to refer to "June 9, 2025."

(b) The following paragraph shall be added as a new Section at the end of each of the Existing Security Instruments:

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“Administrative Agent. Pursuant to the Loan Agreement, Goldman Sachs Bank USA, a New York state-chartered bank, has been appointed as administrative agent by Lender and shall act as Lender’s administrative agent for the Loan for itself and each other financial institution or other entity who is or may become a Lender through an Assignment under the Loan Agreement (each, a “Co-Lender”). The Loan Parties have been advised by Lender and hereby acknowledges that Agent has the sole and exclusive authority to execute documents and perform under this Security Instrument as “Lender” hereunder and on behalf of itself, as a Co-Lender and as administrative agent for itself and the Co-Lenders subject to the terms of the Loan Agreement. No Loan Party shall have any obligation to recognize or deal directly with (or provide any notices, information, statements or certificates to) any Co-Lender. Notwithstanding anything to the contrary contained in this Security Instrument, in the Loan Agreement or in the other Loan Documents, the Loan Parties shall be deemed to have complied with any requirement under this Security Instrument, the Loan Agreement and/or the other Loan Documents to deliver notice to any Co-Lender when any such notice is delivered to Agent, and no notice received by any Loan Party under this Security Instrument shall be effective unless such notice is received by such Loan Party from Agent. Each Loan Party may rely conclusively on the actions of Agent to bind the Co-Lenders, notwithstanding that the particular action in question may, pursuant to this Security Instrument and/or the Loan Agreement, be subject to the consent or direction of some or all of the Co-Lenders. As used in this paragraph, “Lender” shall have the meaning set forth in the Loan Agreement.”

3. Governing Law. THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE IN WHICH THE LAND IS LOCATED.

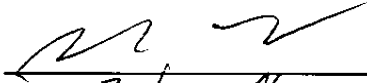
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IN WITNESS WHEREOF, GS Bank has duly executed this Assignment as of the date and year first above written.

GS BANK:

GOLDMAN SACHS BANK USA,
a New York state-chartered bank, as lender

By: 
Name: Zachary Glasser
Title: Authorized Signatory

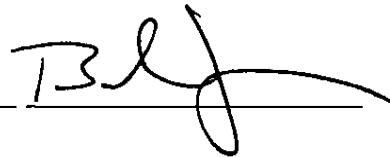
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF New York §
COUNTY OF New York / New York §
(Signatory) (Notary) §

On the 22 day of June, 2021, pursuant to New York State Executive Order 202.7, as extended by New York State Executive Order 202.110, before me appeared Zachary Glasser via video conference, to me known to be the individual described in, and who executed, the foregoing instrument, and acknowledged that (s)he executed the same.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature  (Seal)

Brendan Cyr
Notary Public-State of New York
No. 02CY6235114
Qualified in New York County
My Commission Expires January 31, 2023

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AGENT:

GOLDMAN SACHS BANK USA,
a New York state-chartered bank, as agent for the
lenders from time to time under the Loan
Agreement

By: 
Name: Zachary Glasser
Title: Authorized Signatory


A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF New York §
COUNTY OF New York / New York §
(signatory) (notary)

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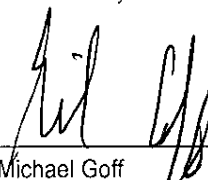
Signature  (Seal)

Brendan Cyr
Notary Public-State of New York
No. 02CY6235114
Qualified in New York County
My Commission Expires January 31, 2023

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BORROWER:

CK PROPCO 1 LLC, a Delaware limited liability company

By: 
Name: Michael Goff
Title: Authorized Signatory

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California §

COUNTY OF Los Angeles §

On June 15, 2021, before me, Mitra Karimi-Paydar, Notary Public personally appeared Michael Goff, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



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SUBSIDIARY GUARANTOR:

2537 S. WABASH CHI LLC,
a Delaware limited liability company

By: _____
Name: Michael Goff
Title: Authorized Signatory

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California §

COUNTY OF Los Angeles §

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



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EXHIBIT A

EXISTING SECURITY INSTRUMENTS

A. SECURITY INSTRUMENTS

1. Guaranty Mortgage, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing dated as of August 29, 2018, executed by 2537 S. WABASH CHI LLC, recorded August 29, 2018 as Instrument 1824145080.

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EXHIBIT B

LEGAL DESCRIPTIONS

LOTS 5 TO 9, IN THE SUBDIVISION OF THE WEST ½ OF BLOCK 71, IN THE CANAL TRUSTEES' SUBDIVISION OF THE WEST ½ OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

For information purposes only:

Permanent Tax Identification Number: ~~83-1369517~~ 17-27-123-011-0000

Street Address: 2537 South Wabash Avenue, Chicago, Illinois