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KAREN A. YARBROUGH

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**CROSS-DEFAULT CROSS-COLLATERALIZATION AND
CONTRIBUTION AGREEMENT**

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WHEN RECORDED, RETURN TO:

Katten Muchin Rosenman LLP
550 South Tryon Street, Suite 2900
Charlotte, North Carolina 28202
Attention: John W. Dombey, Esq.

CROSS-DEFAULT, CROSS-COLLATERALIZATION AND CONTRIBUTION AGREEMENT

THIS CROSS DEFAULT, CROSS-COLLATERALIZATION AND CONTRIBUTION AGREEMENT (this "Agreement"), made as of January 6, 2022, by NEA CHICAGO MARKETPLACE, LLC, a Delaware limited liability company ("Borrower A") and NEA CMP CHICAGO BUSINESS CENTER, LLC, a Delaware limited liability company ("Borrower B" and together with Borrower A, hereinafter individually and/or collectively, as the context requires, "Borrower"), each having an address at 2600 West 35th Street, Chicago, Illinois 60632, for the benefit of BSPRT CMBS FINANCE, LLC, a Delaware limited liability company, having an address at 1345 Avenue of the Americas, Suite 32A, New York, New York 10105 (together with its successors and assigns, "Lender").

WITNESSETH:

WHEREAS, concurrently with the execution of this Agreement, Borrower A has executed and delivered to Lender a Promissory Note dated as of the date hereof in the original principal amount of EIGHTEEN MILLION SEVEN HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$18,720,000.00) (together with all extensions, renewals, replacements, restatements or other modifications thereof, whether one or more being hereinafter collectively referred to as, the "Note A"), in evidence of a loan in such amount ("Loan A");

WHEREAS, Loan A is secured by, among other things (i) a Mortgage and Security Agreement (as the same may have been or may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Security Instrument A") dated as of the date hereof executed by Borrower A in favor of Lender in the principal amount of EIGHTEEN MILLION SEVEN HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$18,720,000.00), encumbering the real property described on Exhibit A-1 attached hereto and made a part hereof, together with all improvements thereon and certain other property described in Security Instrument A (collectively, "Property A"), and (ii) certain other documents and instruments (Note A, Security Instrument A and such other documents and instruments, as the same from time to time may be amended, consolidated, extended, renewed, modified, restated or replaced, collectively, the "Loan A Documents");

WHEREAS, concurrently with the execution of this Agreement, Borrower B has executed and delivered to Lender a Promissory Note dated as of the date hereof in the original principal amount of THIRTY-FIVE MILLION TWO HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$35,280,000.00) (together with all extensions, renewals, replacements, restatements or other modifications thereof, whether one or more being hereinafter collectively

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referred to as, the “**Note B**”, together with Note A, hereinafter individually and/or collectively, as the context requires, the “**Note**”), in evidence of a loan in such amount (“**Loan B**”, together with Loan A, hereinafter individually and/or collectively, as the context requires, the “**Loan**” or the “**Loans**”);

WHEREAS, Loan B is secured by, among other things (i) a Mortgage and Security Agreement (as the same may have been or may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Security Instrument B**”, together with Security Instrument A, hereinafter individually and/or collectively, as the context requires, the “**Security Instrument**”) dated as of the date hereof executed by Borrower B in favor of Lender in the principal amount of THIRTY-FIVE MILLION TWO HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$35,280,000.00), encumbering the real property described on Exhibit A-2 attached hereto and made a part hereof, together with all improvements thereon and certain other property described in Security Instrument B (collectively, “**Property B**”, together with Property A, hereinafter individually and/or collectively, as the context requires, the “**Property**” or the “**Properties**”), and (ii) certain other documents and instruments (Note B, Security Instrument B and such other documents and instruments, as the same from time to time may be amended, consolidated, extended, renewed, modified, restated or replaced, collectively, the “**Loan B Documents**”, together with the Loan A Documents, hereinafter individually and/or collectively, as the context requires, the “**Loan Documents**”); and

WHEREAS, Lender has required that this Agreement be executed and delivered as a condition to making of the Loan.

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

1. **Cross-Default and Cross-Collateralization**. The Loan A Documents and the Loan B Documents are hereby amended and modified (such amendment and modification, a “**Cross-Collateralization**”) as follows:

(a) an Event of Default under Note A, Security Instrument A or any of the other Loan A Documents (as the term “Event of Default” is defined therein) shall constitute an Event of Default under Security Instrument B and the other Loan B Documents (as the term “Event of Default” is defined therein);

(b) an Event of Default under Note B, Security Instrument B or any of the other Loan B Documents (as the term “Event of Default” is defined therein) shall constitute an Event of Default under Security Instrument A and the other Loan A Documents (as the term “Event of Default” is defined therein);

(c) Security Instrument A and all of the other Loan A Documents securing or guaranteeing Note A and the obligations of Borrower A under the other Loan A Documents also shall secure and guaranty Note B and the other Loan B Documents as if a single blanket lien were placed on the Properties;

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(d) Security Instrument B and all of the other Loan B Documents securing or guaranteeing Note B and the obligations of Borrower B under the other Loan B Documents also shall secure and guaranty Note A and the other Loan A Documents as if a single blanket lien were placed on the Properties;

(e) the occurrence of an event that causes the Debt (as defined in Loan A Documents) to be fully recourse to Borrower A pursuant to Section 12.1(b) of the Loan Agreement (as defined in the Loan A Documents) shall constitute an event that causes the Debt (as defined in the Loan B Documents) to be fully recourse to Borrower B pursuant to Section 12.1(b) of the Loan Agreement (as defined in the Loan B Documents);

(f) the occurrence of an event that causes the Debt (as defined in Loan B Documents) to be fully recourse to Borrower B pursuant to Section 12.1(b) of the Loan Agreement (as defined in the Loan B Documents) shall constitute an event that causes the Debt (as defined in the Loan A Documents) to be fully recourse to Borrower A pursuant to Section 12.1(b) of the Loan Agreement (as defined in the Loan A Documents);

(g) the aggregate principal amount secured by each of Security Instrument A and the other Loan A Documents and Security Instrument B and the other Loan B Documents shall be FIFTY-FOUR MILLION AND NO/100 DOLLARS (\$54,000,000.00) (less the amount of any Loan released from this Agreement pursuant to the terms of Section 4);

(h) except in connection with a Permitted Release, if Borrower elects to defease or voluntarily prepay any Loan pursuant to the provisions of the Loan Documents for such Loan, Borrower must, contemporaneously with such defeasance or prepayment, also defease or prepay (as applicable) each Loan that is then subject to the terms of this Agreement, in accordance with the terms and conditions of the respective Loan Documents for each such Loan; and

(i) in the event of a Condemnation (as defined in each of the Loan Agreements) with respect to any of the Properties, the determination pursuant to the provisions of Section 9.6 of the Loan Agreement for each Property subject to such Condemnation as to whether or not the Loan relating to such Property must be paid down by an amount sufficient to satisfy REMIC Requirements shall be made on the basis of the aggregate unpaid principal balance of all of the Loans and the aggregate value of the remaining Properties (based solely on real property and excluding any personal property or going concern value) (such value to be determined, in Lender's sole discretion, by any commercially reasonable method permitted to a REMIC Trust).

2. **Default.** Any default by Borrower in fulfilling any of its obligations hereunder shall constitute an Event of Default under each the of Loan A Documents (as the term "Event of Default" is defined therein) and the Loan B Documents (as the term "Event of Default" is defined therein).

3. **Further Assurances.** Each Borrower acknowledges and agrees to execute, upon request, one or more agreements in similar form to this Agreement or amend this Agreement from time to time. Without limiting the foregoing, Borrower will (a) cooperate in

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any manner that may be requested by Lender or its counsel, from time to time, and (b) execute and deliver all documentation and take all actions requested by Lender (i) in order to effectuate the cross-collateralization of the Loans or (ii) to release any one or more of the Properties from this Agreement or (iii) combine one or more of the Properties into separate securitization pools by virtue of one or more cross-collateralization agreements in similar form, satisfactory to Lender and its counsel. In addition, each Borrower hereby agrees that it shall promptly execute and deliver such additional agreements, amendments and other instruments and promptly take such additional action as Lender may, at any time and from time to time, request in order for Lender to obtain the full benefits and rights granted or intended to be granted in connection herewith.

4. **Termination.** Each Borrower acknowledges and agrees that, notwithstanding anything to the contrary contained in this Agreement or in any of the Loan A Documents or the Loan B Documents, (a) Lender may unilaterally terminate this Agreement in whole or in part including, without limitation, by releasing any of the Loans from this Agreement and (b) in the event that (i) any of the Loans is securitized (a “**Securitized Loan**”), and any other Loan is not included in the securitization with such Securitized Loan, or (ii) any of the Loans is transferred (a “**Transferred Loan**”) by Lender so that such Transferred Loan is then held by a different lender (except for an a filiate of Lender) from the holder of the other Loans, then this Agreement shall terminate and be of no further force or effect with respect to such Securitized Loan or Transferred Loan, as applicable, as if such Securitized Loan or Transferred Loan were never referenced herein. No further instrument shall be required to effectuate such termination and any such instrument recorded by Lender shall be effective if executed by Lender; provided, however, Borrower shall, upon Lender’s request and at Borrower’s sole cost, execute and cause to be recorded against the Property a full release of this Agreement upon satisfaction of the termination conditions above. If requested by Lender, Borrower shall, at Borrower’s sole cost and expense, promptly execute any and all documentation as may be required by Lender to give effect to any termination under this Agreement, including without limitation one or more amendments to the Loan Documents to evidence such termination, with the reasonable costs and expenses thereof being borne by Lender. In the event of any termination of this Agreement with respect to any Loan, such Loan shall no longer be included within the definition of “Loan” hereunder, and all related definitions shall similarly be excluded from any references herein.

5. **Transferability; Prepayment.** Notwithstanding anything to the contrary contained in any of the Loan Documents, at all times while the Loans are subject to this Agreement Borrower shall have no right to transfer, assign, defease or prepay the Loans, as applicable, pursuant to the provisions the respective Loan Documents unless all Loans subject to this Agreement are so transferred, assigned, defeased or prepaid in accordance with the terms of all the respective Loan Documents; provided, however, that notwithstanding the foregoing restriction, Borrower shall have the right, provided no Event of Default (as defined in either Loan Agreement) or Cash Sweep Period (as defined in either Loan Agreement) has occurred (or would occur as a result of Borrower’s exercise of such right), in connection with an arms-length sale to a third-party purchaser, to fully defease one of the Loans (as applicable, the “**Defeased Loan**” and the Property (as defined in the Loan Agreement for the Defeased Loan), the “**Release Property**”) without fully defeasing any other Loan (all such other Loans, individually and collectively, the “**Remaining Loan**”), provided that the following requirements are satisfied (a “**Permitted Release**”):

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(a) Lender receives not less than thirty (30) days' prior written notice specifying the date on which such defeasance shall be made and such Permitted Release shall occur, which shall be a Business Day, together with a non-refundable processing fee of \$10,000;

(b) Lender receives evidence in form and substance satisfactory to Lender that the Property (as defined in the Loan Agreement for the Remaining Loan, individually and collectively, the "**Remaining Property**") shall continue to be subject to the lien of the Security Instrument (as defined in the Loan Agreement for the Remaining Loan), which will not be affected in any way which in the sole judgment of Lender would adversely affect the security position of Lender under such Security Instrument;

(c) Lender receives evidence in form and substance satisfactory to Lender that, following the Permitted Release, the Combined Debt Service Coverage Ratio (defined below) of the Remaining Loan will be equal to or greater than the greater of (A) the Combined Debt Service Coverage Ratio of all Loans (including the Defeased Loan) as of the date hereof and (B) the Combined Debt Service Coverage Ratio of all Loans (including the Defeased Loan) then subject to this Agreement immediately prior to such Permitted Release;

(d) Lender receives evidence in form and substance satisfactory to Lender that, following the Permitted Release, the Combined Debt Yield (defined below) of the Remaining Loan will be equal to or greater than the greater of (A) the Combined Debt Yield of all Loans (including the Defeased Loan) as of the date hereof and (B) the Combined Debt Yield of all Loans (including the Defeased Loan) then subject to this Agreement immediately prior to such Permitted Release;

(d) Lender receives evidence in form and substance satisfactory to Lender that, following the Permitted Release, the Combined Loan to Value Ratio (defined below) of the Remaining Loan is equal to or less than the lesser of (A) the Combined Loan to Value Ratio of all Loans (including the Defeased Loan) as of the date hereof and (B) the Combined Loan to Value Ratio of all Loans (including the Defeased Loan) then subject to this Agreement immediately prior to such Permitted Release;

(e) The Defeased Loan is defeased in full in accordance with the terms, conditions and restrictions set forth in Section 2.8 of the Loan Agreement for the Defeased Loan;

(f) The Remaining Loan is partially defeased in accordance with the terms, conditions and restrictions set forth in Section 2.8 of the Loan Agreement for the Remaining Loan;

(g) Lender receives from each title company that issued a Title Insurance Policy (as defined in the Loan Agreement for each Remaining Loan) one or more endorsements thereto acceptable to Lender, which shall provide, inter alia, that the lien and priority of the applicable Security Instrument as to the Remaining Property shall be unaffected as a result of the Permitted Release and that such Security Instrument shall continue to constitute a valid first lien, and Borrower shall further cause such title company to issue such further endorsements as Lender shall require;

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(h) Borrower shall provide to Lender such legal opinions as Lender shall request (including, without limitation, an opinion of counsel that would be acceptable to a prudent lender, acting reasonably, stating that the Permitted Release would not constitute a “significant modification” of any of the Loans, within the meaning of Treasury Regulations Section 1.860G-2(b)(2), and would not cause any such Loan to fail to be a “qualified mortgage” within the meaning of Section 860G(a)(3)(A) of the Code);

(i) Borrower shall, simultaneously with the Permitted Release, transfer title to the Property (as defined in the Loan Agreement for the Defeased Loan) to the third-party purchaser thereof;

(j) Lender has received a Rating Agency Confirmation (as defined in the Loan Agreement for the Remaining Property) with respect to the Permitted Release; and

(k) Borrower pays all costs and expenses incurred by Borrower and Lender in connection with satisfaction of the conditions set forth in this Section 5 (including without limitation, all costs for third party reports, title charges and attorneys’ fees and disbursements paid or incurred by Lender in connection therewith).

Upon the completion of a Permitted Release pursuant to the terms and conditions hereof, this Agreement shall automatically terminate and be of no further force or effect.

Notwithstanding anything to the contrary contained in this Section 5, if at the time Borrower exercises its rights under this Section 5, one or more of the Loans is a Securitized Loan, all conditions in this Section 5 which provide for the exercise of discretion by Lender (whether in Lender’s reasonable discretion, sole discretion, or otherwise) shall be construed as permitting the Lender to reject a document or other item only if such document or other item fails to satisfy generally-applicable underwriting standards for securitized commercial mortgage loans, employed at the time such Permitted Release occurs.

As used herein:

(1) **“Combined Debt Service Coverage Ratio”** shall mean the ratio calculated by Lender, in Lender’s sole discretion, in which:

(a) the numerator is the aggregate Underwritable Cash Flow for all Loans being tested, as defined in each Loan Agreement for such Loans; and

(b) the denominator is the aggregate amount of Debt Service for all Loans being tested (as defined in each Loan Agreement for such Loans) which will be due for such Loans for the twelve (12) month period immediately succeeding the date of calculation; provided, that, the foregoing shall be calculated by Lender assuming that each such Loan will be in place for the entirety of said period.

(2) **“Combined Debt Yield”** shall mean the ratio calculated by Lender, in Lender’s sole discretion, in which:

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(a) the numerator is the aggregate Underwritable Cash Flow for all Loans being tested, as defined in each Loan Agreement for such Loans; and

(b) the denominator is the then aggregate outstanding principal balance of all Loans being tested (as defined in each Loan Agreement for such Loans).

(3) “**Combined Loan to Value Ratio**” shall mean the ratio calculated by Lender, in Lender’s sole discretion, in which:

(a) the numerator is equal to the aggregate outstanding principal balance of both Loans; and

(b) the denominator is equal to the aggregate appraised value of both Properties, as determined by Lender in its sole discretion (including, if required by Lender, by reference to an MAI appraisal from an appraiser satisfactory to Lender, provided at Borrower’s sole cost and expense).

6. Election of Remedies.

(a) Upon the occurrence of an Event of Default under any of the Loan Documents, all or any one or more of the rights, powers, privileges and other remedies available to Lender against Borrower under any Security Instrument or any of the other Loan Documents relating to any Loan at law or in equity may be exercised by Lender at any time and from time to time, whether or not all or any of the Loans shall be declared due and payable, and whether or not Lender shall have commenced any foreclosure proceeding or other action for the enforcement of its rights and remedies under any of the Loan Documents with respect to all or any of the Properties secured by the Security Instruments. Any such actions taken by Lender shall be cumulative and may be pursued independently, singly, successively, together or otherwise, at such time and in such order as Lender may determine in its sole discretion, to the fullest extent permitted by law, without impairing or otherwise affecting the other rights and remedies of Lender permitted by law, equity or contract or as set forth herein or in the other Loan Documents. Without limiting the generality of the foregoing, Borrower agrees that if an Event of Default is continuing all liens and other rights, remedies or privileges provided to Lender shall remain in full force and effect until Lender has exhausted all of its remedies against all or any of the Properties secured by the Security Instruments and each Security Instrument has been foreclosed, sold and/or otherwise realized upon in satisfaction of the Loan or the Loan has been paid in full.

(b) Nothing contained herein or in any other Loan Document shall be construed as requiring Lender to resort to any particular Property for the satisfaction of the Loan in preference or priority to any other Property secured by any of the Security Instruments, and Lender may seek satisfaction out of either Property or any part thereof, in its absolute discretion in respect of the Loan. In addition, Lender shall have the right from time to time to partially foreclose one or more of the Security Instruments in any manner and for any amount of the Loan secured by the Security Instruments then due and payable as determined by Lender in its sole discretion, including the following circumstances: (i) in the event of any Event of Default by

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Borrower caused by a failure to make one or more scheduled payments of principal and interest, Lender may foreclose one or more of the Security Instruments to recover such delinquent payments, or (ii) in the event Lender elects to accelerate less than the entire outstanding principal balance of the Loan, Lender may foreclose one or more of the Security Instruments to recover so much of the principal balance of the Loans as Lender may elect to accelerate, and to recover such other sums secured by one or more of the Security Instruments as Lender may elect. Notwithstanding one or more foreclosures or partial foreclosures, each and every Property or part thereof, not subjected to said foreclosure shall remain subject to the Security Instruments to secure payment of the Loan not previously recovered.

7. Contribution.

(a) As a result of the transactions contemplated by this Agreement and the other Loan Documents, each Borrower will benefit, directly and indirectly, from each Borrower's obligation to pay the Debt and perform its obligations hereunder and under the other Loan Documents, and in consideration therefore each Borrower desires to enter into an allocation and contribution agreement among themselves as set forth in this Section to allocate such benefits among themselves and to provide a fair and equitable agreement to make contributions among each of Borrowers in the event any payment is made by any individual Borrower under the Loan Documents to Lender (such payment being referred to herein as a "**Contribution**", which for purposes of this Section, includes any exercise of recourse by Lender against any Property of a Borrower and application of proceeds of such Property in satisfaction of such Borrower's obligations, to Lender under the Loan Documents).

(b) Each Borrower shall be liable hereunder with respect to the Obligations only for such total maximum amount (if any) that would not render its Obligations hereunder or under any of the Loan Documents subject to avoidance under Section 548 of the Bankruptcy Code or any comparable provisions of any state law.

(c) In order to provide for a fair and equitable contribution among Borrowers in the event that any Contribution is made by an individual Borrower (a "**Funding Borrower**"), such Funding Borrower shall be entitled to a reimbursement Contribution ("**Reimbursement Contribution**") from all other Borrowers for all payments, damages and expenses incurred by that Funding Borrower in discharging any of the Obligations, in the manner and to the extent set forth in this Section.

(d) For purposes hereof, the "**Benefit Amount**" of any individual Borrower as of any date of determination shall be the net value of the benefits to such Borrower and its affiliates from extensions of credit made by Lender to (i) such Borrower and (ii) to the other Borrowers under the Loan Documents to the extent such other Borrowers have guaranteed or mortgaged their property to secure the Obligations of such Borrower to Lender.

(e) Each Borrower shall be liable to a Funding Borrower in an amount equal to the greater of (i) the (A) ratio of the Benefit Amount of such Borrower to the total amount of Obligations, multiplied by (B) the amount of Obligations paid by such Funding Borrower, or (ii) ninety-five percent (95%) of the excess of the fair saleable value of the property of such Borrower over the total liabilities of such Borrower (including the maximum amount reasonably

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expected to become due in respect of contingent liabilities) determined as of the date on which the payment made by a Funding Borrower is deemed made for purposes hereof (giving effect to all payments made by other Funding Borrowers as of such date in a manner to maximize the amount of such Contributions).

(f) In the event that at any time there exists more than one Funding Borrower with respect to any Contribution (in any such case, the "**Applicable Contribution**"), then Reimbursement Contributions from other Borrowers pursuant hereto shall be allocated among such Funding Borrowers in proportion to the total amount of the Contribution made for or on account of the other Borrowers by each such Funding Borrower pursuant to the Applicable Contribution. In the event that at any time any Borrower pays an amount hereunder in excess of the amount calculated pursuant to this Section above, that Borrower shall be deemed to be a Funding Borrower to the extent of such excess and shall be entitled to a Reimbursement Contribution from the other Borrowers in accordance with the provisions of this Section.

(g) Each Borrower acknowledges that the right to Reimbursement Contribution hereunder shall constitute an asset in favor of Borrower to which such Reimbursement Contribution is owing.

(h) No Reimbursement Contribution payments payable by a Borrower pursuant to the terms of this Section shall be paid until all amounts then due and payable by all of Borrowers to Lender, pursuant to the terms of the Loan Documents, are paid in full in cash. Nothing contained in this Section shall limit or affect in any way the Obligations of any Borrower to Lender under the Loan Documents.

(i) To the extent permitted by applicable law, each Borrower waives:

(i) any right to require Lender to proceed against any other Borrower or any other person or to proceed against or exhaust any security held by Lender at any time or to pursue any other remedy in Lender's power before proceeding against Borrower;

(ii) any defense based upon any legal disability or other defense of any other Borrower, any guarantor of any other person or by reason of the cessation or limitation of the liability of any other Borrower or any guarantor from any cause other than full payment of all sums payable under the Loan Documents;

(iii) any defense based upon any lack of authority of the officers, directors, partners or agents acting or purporting to act on behalf of any other Borrower or any principal of any other Borrower or any defect in the formation of any other Borrower or any principal of any other Borrower;

(iv) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in any other respects more burdensome than that of a principal;

(v) any defense based upon any failure by Lender to obtain collateral for the indebtedness or failure by Lender to perfect a lien on any collateral;

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- (vi) presentment, demand, protest and notice of any kind;
- (vii) any defense based upon any failure of Lender to give notice of sale or other disposition of any collateral to any other Borrower or to any other person or entity or any defect in any notice that may be given in connection with any sale or disposition of any collateral;
- (viii) any defense based upon any failure of Lender to comply with applicable laws in connection with the sale or other disposition of any collateral, including any failure of Lender to conduct a commercially reasonable sale or other disposition of any collateral;
- (ix) any defense based upon any use of cash collateral under Section 363 of the Bankruptcy Code;
- (x) any defense based upon any agreement or stipulation entered into by Lender with respect to the provision of adequate protection in any bankruptcy proceeding;
- (xi) any defense based upon any borrowing or any grant of a security interest under Section 364 of the Bankruptcy Code;
- (xii) any defense based upon the avoidance of any security interest in favor of Lender for any reason;
- (xiii) any defense based upon any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, liquidation or dissolution proceeding, including any discharge of, or bar or stay against collecting, all or any of the obligations evidenced by the Note or owing under any of the Loan Documents;
- (xiv) any defense or benefit based upon Borrower's, or any other party's, resignation of the portion of any obligation secured by the Security Instrument to be satisfied by any payment from any other Borrower or any such party;
- (xv) all rights and defenses arising out of an election of remedies by Lender even though the election of remedies, such as non-judicial foreclosure with respect to security for the Loan or any other amounts owing under the Loan Documents, has destroyed Borrower's rights of subrogation and reimbursement against any other Borrower; and
- (xvi) all rights and defenses that Borrower may have because any of Debt is secured by real property. This means, among other things (subject to the other terms and conditions of the Loan Documents): (1) Lender may collect from Borrower without first foreclosing on any real or personal property collateral pledged by any other Borrower, and (2) if Lender forecloses on any real property collateral pledged by any other Borrower, (I) the amount of the Debt may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price and (II) Lender may collect from Borrower even if any other Borrower, by

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foreclosing on the real property collateral, has destroyed any right Borrower may have to collect from any other Borrower. This is an unconditional and irrevocable waiver of any rights and defenses Borrower may have because any of the Debt is secured by real property; and except as may be expressly and specifically permitted herein, any claim or other right which Borrower might now have or hereafter acquire against any other Borrower or any other person that arises from the existence or performance of any obligations under the Loan Documents, including any of the following: (1) any right of subrogation, reimbursement, exoneration, contribution, or indemnification; or (2) any right to participate in any claim or remedy of Lender against any other Borrower or any collateral security therefor, whether or not such claim, remedy or right arises in equity or under contract, statute or common law.

(c) Each Borrower hereby restates and makes the waivers made by Guarantor in the Guaranty for the benefit of Lender. Such waivers are hereby incorporated by reference as if fully set forth herein (and as if applicable to each Borrower) and shall be effective for all purposes under the Loan (including, without limitation, in the event that any Borrower is deemed to be a surety or guarantor of the Debt (by virtue of each Borrower being co-obligors and jointly and severally liable hereunder, by virtue of each Borrower encumbering its interest in the Property for the benefit or debts of the other Borrowers in connection herewith or otherwise)).

8. **Notices.** All notices or other written communications hereunder shall be delivered in accordance with Section 15.5 of the Loan Agreement.

9. **WAIVER OF JURY TRIAL. BORROWER HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BORROWER AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EACH PARTY IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER.**

10. **Survival.** This Agreement shall be deemed to be continuing in nature and shall remain in full force and effect and shall survive the exercise of any remedy by Lender under any one or more of the Security Instruments or any of the other Loan Documents, including, without limitation, any foreclosure or deed in lieu thereof, even if, as a part of such remedy, the Loan is paid or satisfied in full.

11. **Entire Agreement; Amendment; Severability.** This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements, whether written or oral, between the parties respecting such matters. Any amendments or modifications hereto, in order to be effective, shall be in writing and executed by the parties hereto. A determination that any provision of this Agreement is unenforceable or invalid shall not affect the enforceability or validity of any other provision, and

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any determination that the application of any provision of this Agreement to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

12. **Definitions.** Initially capitalized terms used but not defined herein shall have the meaning set forth for such term in the Loan Documents for the specified Loan(s), as the context may require. As used herein, the term “**Obligations**” shall mean, individually and collectively, the Obligations as defined in the Loan Documents with respect to each Loan.

13. **Governing Law.** This Agreement shall be governed by the laws of the State in which the Properties are located.

14. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of Borrower and Lender and their respective successors and permitted assigns forever. Lender may sell, assign, pledge, participate, delegate or transfer, as applicable, to one or more Persons, all or any portion of its rights under this Agreement in connection with any assignment of any Loan and the related Loan Documents. Any assignee or transferee of Lender shall be entitled to all the benefits afforded to Lender under this Agreement. Borrower shall not have the right to assign, delegate or transfer its rights or obligations under this Agreement without the prior written consent of Lender, and any attempted assignment, delegation or transfer without such consent shall be null and void.

15. **Benefit to Borrowers** Each Borrower hereby acknowledges that it is an affiliate of each other Borrower and that it is ultimately under the common ownership and control of the same principals. In addition, each Borrower hereby acknowledges that Lender has made each of the Loans to its respective Borrower upon the security of its collective interest in the Properties and in reliance upon the aggregate of the Properties taken together being of greater value as collateral security than the sum of each Property on an individual basis, taken separately. Borrower agrees that each of the Loan Documents (including, without limitation, the Security Instruments) are and will be cross collateralized and cross defaulted with each other pursuant to the terms of this Agreement so that (i) the Security Instruments shall constitute security for the Note as if a single blanket lien were placed on all of the Properties as security for the Note; and (ii) such cross collateralization shall in no event be deemed to constitute a fraudulent conveyance and Borrower waives any claims related thereto. Each Borrower further acknowledges that the cross-collateralization and cross-default provisions described in Section 2 will inure to the benefit of each such Borrower, because Lender would not make the Loans but for the Borrowers' acceptance of such provisions.

16. To the fullest extent permitted by law, each Borrower, for itself and its successors and assigns, waives all rights to a marshalling of the assets of either or both Borrowers, Borrower's partners and others with interests in Borrower, and of the Properties, or to a sale in inverse order of alienation in the event of foreclosure of any of the Security Instruments, and agrees not to assert any right under any laws pertaining to the marshalling of assets, the sale in inverse order of alienation, homestead exemption, the administration of estates of decedents, or any other matters whatsoever to defeat, reduce or affect the right of Lender under the Loan Documents to a sale of the Properties for the collection of the Debt without any prior or different resort for collection or of the right of Lender to the payment of the Debt out of

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the net proceeds of the Properties in preference to every other claimant whatsoever. In addition, Borrower, for itself and its successors and assigns, waives in the event of foreclosure of any of the Security Instruments, any equitable right otherwise available to Borrower which would require the separate sale of the Properties or require Lender to exhaust its remedies against any individual Property or any combination of the Properties before proceeding against any other individual Property or combination of Properties; and further in the event of such foreclosure Borrower does hereby expressly consent to and authorize, at the option of Lender, the foreclosure and sale either separately or together of any combination of the Properties.

17. **Amendment to Security Documents.** All of the Loan Agreements, Security Instruments and other Loan Documents shall be subject to the terms and conditions set forth in this Agreement. If there shall be a conflict between the terms of this Agreement and the terms of any of the Loan Agreements, Security Instruments or other Loan Documents, the terms of this Agreement shall prevail and all of the Loan Agreements, Security Instruments and other Loan Documents shall be deemed to be amended hereby.

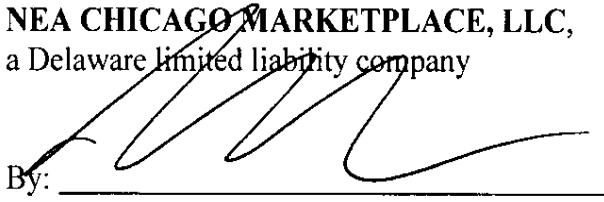
[NO FURTHER TEXT ON THIS PAGE]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized representatives, all as of the day and year first above written.

BORROWER A:

NEA CHICAGO MARKETPLACE, LLC,
a Delaware limited liability company

By: 

Name: Ruben Espinoza

Title: Authorized Signatory

Property of Cook County Clerks Office

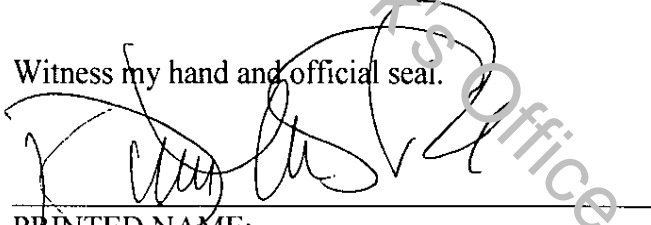
ACKNOWLEDGEMENT

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

On the 29 day of December, 2021, before me, Donna Stanke, a Notary Public in and for said State, personally appeared Ruben Espinoza, personally known to me (or 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 Illinois that the foregoing paragraph is true and correct.

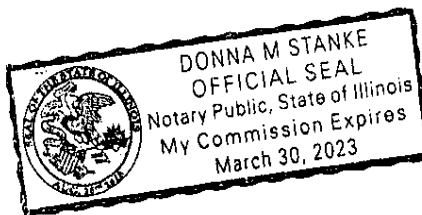
Witness my hand and official seal.



PRINTED NAME:

Notary Public in and for said State

My Commission Expires: _____
(Notarial Seal)



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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized representatives, all as of the day and year first above written.

BORROWER B:

NEA CMP CHICAGO BUSINESS CENTER, LLC,
a Delaware limited liability company

By: 

Name: Ruben Espinoza
Title: Authorized Signatory

Property of Cook County Clerk's Office

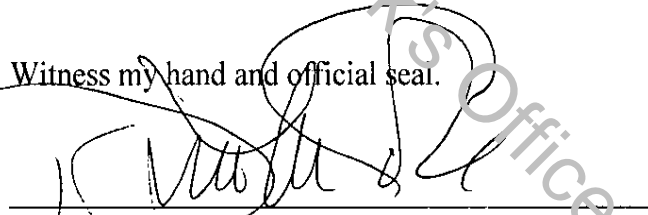
ACKNOWLEDGEMENT

STATE OF Illinois)
) ss.
COUNTY OF COOK)

On the 29 day of December, 2021, before me, Donna M Stanke, a Notary Public in and for said State, personally appeared Ruben Espinoza, personally known to me (or 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 Illinois that the foregoing paragraph is true and correct.

Witness my hand and official seal.



PRINTED NAME:
Notary Public in and for said State

My Commission Expires: _____
(Notarial Seal)

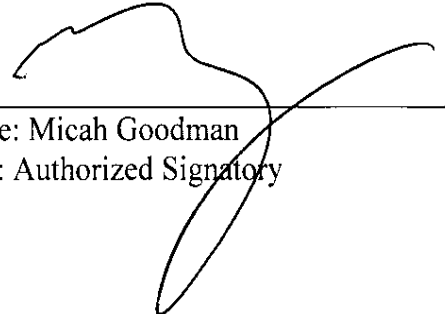


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Lender :

BSPRT CMBS FINANCE, LLC, a Delaware limited liability company

By:



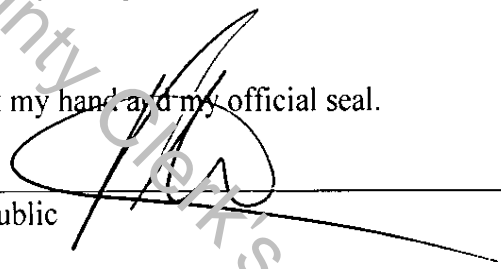
Name: Micah Goodman
Title: Authorized Signatory

STATE OF NEW YORK)
(S)
COUNTY OF NEW YORK)

On this 30 day of December, 2021 before me, the undersigned officer, a Notary Public, personally appeared Micah Goodman, who acknowledged himself to be the Authorized Signatory of BSPRT CMBS FINANCE, LLC, a Delaware limited liability company, and that as such he, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as Authorized Signatory.

IN WITNESS WHEREOF, I have hereunto set my hand and my official seal.

Notary Public



My Commission Expires:

VICTORIA A. KUHNE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KU6328486
Qualified in New York County
Commission Expires August 03, 2023

Property of Cook County Clerk's Office

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EXHIBIT A-1

LEGAL DESCRIPTION OF PROPERTY A

THE FOLLOWING TRACT OF LAND SITUATE IN THE CITY OF CHICAGO, THE COUNTY OF COOK, AND THE STATE OF ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

THOSE LOTS AND PARTS OF LOTS 32 THROUGH 36, BOTH INCLUSIVE, TOGETHER WITH A PORTION OF THAT PART OF CANAL D (NOW FILLED) IN BLOCK 13 IN SJ WALKER'S DOCK ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST HALF, NORTH OF THE RIVER, OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 32, SAID POINT BEING 25.00 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 00 DEGREES 01 MINUTE 08 SECONDS WEST, ALONG THE WEST LINE OF SAID LOTS 32 THROUGH 36, (BEING ALSO THE EASTERLY LINE OF SOUTH DAMEN AVENUE) A DISTANCE OF 440.00 FEET TO A LINE 35.00 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID LOT 36; THENCE SOUTH 89 DEGREES 55 MINUTES 44 SECONDS EAST ALONG SAID PARALLEL LINE AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 268.11 FEET, TO A LINE 268.11 FEET EAST FROM AND PARALLEL WITH SAID WEST LINE OF LOTS 32 THROUGH 36; THENCE SOUTH 00 DEGREES 01 MINUTE 08 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 440.21 FEET TO A LINE DRAWN FROM A POINT ON THE WEST LINE OF SAID LOT 32, SAID POINT BEING 25.00 FEET NORTH OF THE SOUTHWEST CORNER THEREOF, EASTERLY TO A POINT ON THE EAST LINE OF THE WEST 15.00 FEET OF LOT 7 IN SAID BLOCK 13 SAID POINT BEING 24.72 FEET NORTH OF THE SOUTH LINE OF SAID LOT 7; THENCE NORTH 89 DEGREES 53 MINUTES 04 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 268.11 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THOSE PARTS OF LOTS 3 THROUGH 7, BOTH INCLUSIVE, TOGETHER WITH A PORTION OF THAT PART OF CANAL D (NOW FILLED) IN BLOCK 13 IN SJ WALKER'S DOCK ADDITION TO CHICAGO BEING A SUBDIVISION OF THE EAST HALF, NORTH OF THE RIVER, OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 35.00 FEET OF SAID LOT 3 WITH THE EAST LINE OF THE WEST 15.00 FEET OF LOTS 3 THROUGH 7; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID EAST LINE OF THE WEST 15.00 FEET OF LOTS 3 THROUGH 7, A DISTANCE OF

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440.28 FEET TO A LINE DRAWN FROM A POINT ON THE WEST LINE OF LOT 32 IN BLOCK 13, SAID POINT BEING 25.00 FEET NORTH OF THE SOUTHWEST CORNER THEREOF, EASTERLY TO A POINT ON THE EAST LINE OF THE WEST 15.00 FEET OF SAID LOT 7, SAID POINT BEING 24.72 FEET NORTH OF THE SOUTH LINE OF SAID LOT 7; THENCE NORTH 89 DEGREES 53 MINUTES 04 SECONDS WEST ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 90.53 FEET TO A LINE 268.11 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF LOTS 32 THROUGH 36 IN SAID BLOCK 13; THENCE NORTH 00 DEGREES 01 MINUTE 08 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 440.21 FEET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH 35.00 FEET OF SAID LOT 3; THENCE SOUTH 89 DEGREES 55 MINUTES 44 SECONDS EAST ALONG THE LAST DESCRIBED LINE A DISTANCE OF 90.67 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

TOGETHER WITH TERMS AND PROVISIONS OF THAT DECLARATION OF EASEMENTS FOR INGRESS, EGRESS, AND ACCESS DATED JUNE 30, 2010 AND RECORDED AUGUST 10, 2010 AS DOCUMENT NO. 1022256015, AS AMENDED BY AMENDMENT TO DECLARATION OF EASEMENTS FOR INGRESS, EGRESS AND ACCESS DATED AUGUST 24, 2012 AND RECORDED SEPTEMBER 6, 2012 AS DOCUMENT NO. 1225039096 WITH COOK COUNTY RECORDER OF DEEDS, ILLINOIS.

PARCEL4:

TOGETHER WITH TERMS AND PROVISIONS OF THAT DECLARATION OF EASEMENT FOR INGRESS, EGRESS AND ACCESS AND FOR MAINTENANCE OF STORMWATER FACILITIES DATED AUGUST 24, 2012 AND RECORDED SEPTEMBER 6, 2012 AS DOCUMENT NO. 1225039097 WITH COOK COUNTY RECORDER OF DEEDS, ILLINOIS.

PARCEL 5:

TOGETHER WITH TERMS AND CONDITIONS OF A LEASE AGREEMENT DATED JUNE 20, 2020 MADE BY AND BETWEEN 26th & DAMEN, INC., AN ILLINOIS CORPORATION, AS LANDLORD, AND NEA CHICAGO MARKETPLACE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TENANT, AS EVIDENCED BY A MEMORANDUM OF PARKING LOT LEASE, DATED JANUARY 6, 2022 AND RECORDED JANUARY 10, 2022 AS DOCUMENT NO. 2201007111.

PIN: 17-30-208-018-0000

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EXHIBIT A-2

LEGAL DESCRIPTION OF PROPERTY B

TRACT 1:

THAT PART OF LOT 1 IN CAMPBELL SOUP COMPANY'S (CENTRAL DIVISION) SUBDIVISION BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 23, 1930 AS DOCUMENT 10667452, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF WEST 35TH STREET IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS, 33.00 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 36, WITH THE WEST LINE OF SOUTH CAMPBELL AVENUE IN SAID CITY, AS DEDICATED SEPTEMBER 1, 1904 (NOW VACATED), PRODUCED NORTH. THENCE WEST ON AN ASSIGNED AZIMUTH OF 270 DEGREES, 00 MINUTES, 00 SECONDS, ALONG THE NORTH LINE OF SAID 35TH STREET, 526.77 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING ON AN AZIMUTH OF 270 DEGREES, 00 MINUTES, 00 SECONDS ALONG THE NORTH LINE OF 35TH STREET, A DISTANCE OF 372.53 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES, 01 MINUTE, 00 SECONDS, A DISTANCE OF 140.24 FEET; THENCE ON AN AZIMUTH OF 90 DEGREES, 01 MINUTE, 00 SECONDS, A DISTANCE OF 13.84 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES, 01 MINUTE, 00 SECONDS, A DISTANCE OF 261.47 FEET; THENCE ON AN AZIMUTH OF 90 DEGREES, 01 MINUTE, 00 SECONDS, A DISTANCE OF 4.40 FEET; THENCE ON AN AZIMUTH OF 00 DEGREE, 01 MINUTE, 00 SECONDS, A DISTANCE OF 38.00 FEET TO THE CENTERLINE OF A 24 INCH CONCRETE FOUNDATION WALL; THENCE ON AN AZIMUTH OF 90 DEGREES, 01 MINUTE, 00 SECONDS, ALONG SAID CENTERLINE AND FOUNDATION WALL, AND SAID CENTERLINE EXTENDED EAST, A DISTANCE OF 354.30 FEET TO A POINT, WHICH BEARS AND AZIMUTH OF 00 DEGREES, 01 MINUTE, 00 SECOND FROM THE POINT OF BEGINNING; THENCE ON AN AZIMUTH OF 180 DEGREES, 01 MINUTE, 00 SECONDS, A DISTANCE OF 439.60 FEET TO THE POINT OF BEGINNING.

TRACT 2:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF LOT 1 IN CAMPBELL SOUP COMPANY'S (CENTRAL DIVISION) SUBDIVISION THEREIN ACCORDING TO THE PLAT THEREOF RECORDED MAY 23, 1990 AS DOCUMENT 10667452, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION ON THE NORTH LINE OF WEST 35TH STREET IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS, 33.00 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 36, WITH THE WEST LINE OF SOUTH CAMPBELL AVENUE IN SAID CITY, AS DEDICATED SEPTEMBER 1, 1904 (NOW VACATED), PRODUCED NORTH; THENCE WEST ON AN ASSIGNED AZIMUTH OF 270 DEGREES, 00 MINUTES, 00 SECONDS, ALONG THE NORTH LINE OF SAID 35TH STREET, A DISTANCE OF 526.77 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES, 01 MINUTE, 00 SECONDS, A DISTANCE OF 439.60 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE

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CENTERLINE OF A 24 INCH CONCRETE FOUNDATION WALL FOR A POINT OF BEGINNING; THENCE CONTINUING ON AN AZIMUTH OF 00 DEGREES, 01 MINUTE, 00 SECONDS, A DISTANCE OF 386.74 FEET; THENCE ON AN AZIMUTH OF 23 DEGREES, 21 MINUTES, 52 SECONDS, A DISTANCE OF 83.73 FEET; THENCE ON AN AZIMUTH OF 67 DEGREES, 28 MINUTES, 17 SECONDS, A DISTANCE OF 83.74 FEET; THENCE ON AN AZIMUTH OF 339 DEGREES, 14 MINUTES, 27 SECONDS, A DISTANCE OF 46.06 FEET; THENCE ON AN AZIMUTH OF 68 DEGREES, 15 MINUTES, 58 SECONDS, A DISTANCE OF 43.44 FEET; THENCE NORTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, RADIUS 295.11 FEET, CENTRAL ANGLE 18 DEGREES, 28 MINUTES, 35 SECONDS, A DISTANCE OF 95.17 FEET; THENCE ON AN AZIMUTH OF 49 DEGREES, 47 MINUTES, 23 SECONDS, A DISTANCE OF 33.91 FEET; THENCE ON AN AZIMUTH OF 36 DEGREES, 15 MINUTES, 07 SECONDS, A DISTANCE OF 275.76 FEET TO THE SOUTHERLY LINE OF THE CANAL RESERVE OF THE ILLINOIS AND MICHIGAN CANAL; THENCE ON AN AZIMUTH OF 248 DEGREES, 27 MINUTES, 00 SECONDS ALONG SAID SOUTHERLY LINE, A DISTANCE OF 976.31 FEET TO THE NORTHEAST CORNER OF LOT 4 IN CAMPBELL SOUP COMPANY'S SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 36, ACCORDING TO THE PLAT THEREOF, RECORDED JULY 24, 1957 AS DOCUMENT 16966716; THENCE SOUTH THROUGH THE FOLLOWING TEN (10) COURSES ALONG THE EAST LINES OF SAID CAMPBELL SOUP COMPANY'S SUBDIVISION: THENCE ON AN AZIMUTH OF 214 DEGREES, 13 MINUTES, 38 SECONDS, A DISTANCE OF 165.36 FEET; THENCE ON AN AZIMUTH OF 179 DEGREES, 59 MINUTES, 58 SECONDS, A DISTANCE OF 311.98 FEET; THENCE ON AN AZIMUTH OF 89 DEGREES, 56 MINUTES, 10 SECONDS, A DISTANCE OF 18.00 FEET; THENCE ON AN AZIMUTH OF 180 DEGREES, 00 MINUTES, 00 SECONDS, A DISTANCE OF 94.00 FEET; THENCE ON AN AZIMUTH OF 90 DEGREES, 00 MINUTES, 00 SECONDS, A DISTANCE OF 23.00 FEET; THENCE ON AN AZIMUTH OF 180 DEGREES, 00 MINUTES, 00 SECONDS, A DISTANCE OF 106.00 FEET; THENCE ON AN AZIMUTH OF 236 DEGREES, 06 MINUTES, 50 SECONDS, A DISTANCE OF 49.39 FEET; THENCE ON AN AZIMUTH OF 180 DEGREES, 00 MINUTES, 00 SECONDS, A DISTANCE OF 127.65 FEET; THENCE ON AN AZIMUTH OF 270 DEGREES, 00 MINUTES, 00 SECONDS, A DISTANCE OF 3.95 FEET; THENCE ON AN AZIMUTH OF 180 DEGREES, 00 MINUTES, 00 SECONDS, A DISTANCE OF 125.00 FEET TO THE NORTH LINE OF WEST 35TH STREET AFORESAID; THENCE EAST, ALONG SAID NORTH LINE, A DISTANCE OF 227.45 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES, 01 MINUTE, 00 SECONDS, A DISTANCE OF 140.24 FEET; THENCE ON AN AZIMUTH OF 90 DEGREES, 01 MINUTE, 00 SECONDS, A DISTANCE OF 13.84 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES, 01 MINUTE, 00 SECONDS, A DISTANCE OF 261.47 FEET; THENCE ON AN AZIMUTH OF 90 DEGREES, 01 MINUTE, 00 SECONDS, A DISTANCE OF 4.40 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES, 01 MINUTE, 00 SECONDS, A DISTANCE OF 38.00 FEET TO THE CENTERLINE OF A 24 INCH CONCRETE FOUNDATION WALL; THENCE ON AN AZIMUTH OF 90 DEGREES, 01 MINUTE, 00 SECONDS ALONG SAID CENTERLINE AND FOUNDATION WALL, AND SAID CENTERLINE EXTENDED EAST, A DISTANCE OF 354.30 FEET TO THE POINT OF BEGINNING.

TRACT 3:

LOTS 2 AND 4 IN CAMPBELL SOUP COMPANY'S SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 24, 1957 AS DOCUMENT 16966716, IN COOK COUNTY, ILLINOIS.

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TRACT 4:

TOGETHER WITH THE TERMS AND PROVISIONS OF THAT EASEMENT AGREEMENT SET FORTH AS DOCUMENT NO. 93280727, IN COOK COUNTY, ILLINOIS.

TRACT 5:

NON-EXCLUSIVE, PERPETUAL EASEMENT OVER AND ACROSS A STRIP OF LAND REFERRED TO AS EASEMENT #5 AS SET FORTH AND DEPICTED IN THAT DECLARATION OF EASEMENTS FOR INGRESS, EGRESS AND ACCESS RECORDED AS DOCUMENT NO. 93280729, IN COOK COUNTY, ILLINOIS.

TRACT 6:

TOGETHER WITH THE RIGHTS-OF-WAY FOR RAILROAD, SWITCH TRACKS, SPUR TRACKS, RAILWAY FACILITIES AND OTHER RELATED EASEMENTS, IF ANY, ON AND ACROSS THE LAND, AS RECITED IN EASEMENT FOR USE OF RAILROAD TRACKS SET FORTH AS DOCUMENT NO. 93280728, IN COOK COUNTY, ILLINOIS.

PIN(s): 16-36-200-031-0000;
16-36-200-033-0000;
16-36-200-048-0000;
16-36-201-032-0000;
16-36-201-034-0000; and
16-36-201-035-0000