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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 03/11/2022 11:34 AM PG: 1 OF 12

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Riemer & Braunstein LLP
71 South Wacker Drive, Suite 3515
Chicago, Illinois 60606
Attention: Thomas D. Gianturco, Esq.

Commonly known as:
211 North Harbor Drive, Chicago, Illinois

PINs:
17-10-400-046-0000
17-10-400-047-0000

FIRST AMENDMENT TO CONSTRUCTION MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING AND ASSIGNMENT OF
LEASES AND RENTS

by and between

211 NORTH HARBOR DRIVE OWNER LLC, a Delaware limited liability company,

and

CIBC BANK USA,
an Illinois state chartered bank,
as Administrative Agent

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THIS FIRST AMENDMENT TO CONSTRUCTION MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS (this "Amendment") is made as of the 10th day of March, 2022, by and between 211 NORTH HARBOR DRIVE OWNER LLC, a Delaware limited liability company ("Mortgagor"), having an address of c/o Lendlease Americas Holdings Inc., 30 South Wacker Dr, Suite 2400, Chicago, Illinois 60606, and CIBC BANK USA, an Illinois state chartered bank, whose address is 120 South LaSalle Street, Chicago, Illinois 60603, as administrative agent ("Administrative Agent"), for the benefit of certain financial institutions (together with their successors and assigns, the "Lenders").

WITNESSETH:

WHEREAS, pursuant to that certain Construction Loan and Security Agreement dated as of February 21, 2020 by and among Mortgagor, Administrative Agent and the Lenders, as amended by that certain First Amendment to Construction Loan Agreement dated as of November 10, 2020 (collectively, the "Existing Loan Agreement"), the Lenders have made certain loans to Mortgagor in the aggregate maximum principal amount of One Hundred Seventy-Four Million Three Hundred Fifty Thousand and No/100 Dollars (\$174,350,000.00) (collectively, the "Loan Arrangement"). Capitalized terms used but not defined in this Amendment have the same definitions herein as in the Existing Loan Agreement (as amended hereby).

WHEREAS, the obligations of Mortgagor under the Loan Arrangement, including, without limitation, those obligations of Mortgagor under the Existing Loan Agreement and those certain Promissory Notes evidencing the Loans by Mortgagor payable to the order of each Lender in the maximum principal amount of such Lender's Commitment (collectively, the "Existing Notes"), were and are secured by (i) that certain Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of February 21, 2020, by Mortgagor in favor of Administrative Agent, on behalf of the Lenders, and recorded with the Cook County Recorder of Deeds as Document Number 2005501178 (the "Existing Mortgage"); (ii) that certain Assignment of Leases and Rents dated as of February 21, 2020, by Mortgagor to Administrative Agent, on behalf of Lenders, and recorded with the Cook County Recorder of Deeds as Document Number 2005501179 (the "Existing Assignment of Leases and Rents"); (iii) that certain Assignment of Agreements Affecting Real Estate dated as of February 21, 2020, by Mortgagor to Administrative Agent, on behalf of Lenders (the "Existing Assignment of Agreements"); (iv) that certain Assignment of Development Agreement dated as of February 21, 2020,, by Mortgagor to Administrative Agent, on behalf of Lenders (the "Existing Assignment of Development Agreement"); and (v) that certain Collateral Assignment of Cost Sharing Agreement dated as of February 21, 2020,, by Mortgagor to Administrative Agent, on behalf of Lenders (the "Existing Assignment of Cost Sharing Agreement").

WHEREAS, (i) Mortgagor and Lendlease Americas Holdings Inc., a Delaware corporation ("Guarantor"), executed that certain Environmental Indemnity Agreement dated as of February 21, 2020 in favor of Administrative Agent and Lenders (the "Existing Indemnity Agreement"), and (ii) Guarantor executed that certain Guaranty of Non-Recourse Carve-Outs (the "Existing Carve-Out Guaranty"), that certain Guaranty of Completion (the "Existing Completion Guaranty"), that certain Guaranty of Interest and Carry (the "Existing Carry Guaranty") and that certain Guaranty of Payment (the "Existing Payment Guaranty"); together with the Existing Carve-Out Guaranty, the Existing Completion Guaranty and the Existing Carry Guaranty, collectively, the "Existing Guaranty"), each dated as of February 21, 2020, in favor of Administrative Agent and Lenders. The Existing Loan Agreement, the Existing Notes, the Existing Mortgage, the Existing Assignment of Leases and Rents, the Existing Assignment of Agreements, the Existing Assignment of Development Agreement, the Existing Assignment of Cost Sharing Agreement, the Existing Indemnity Agreement and the Existing Guaranty, together with any and

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all other documents, instruments and agreements executed in conjunction with the establishment of the Loan Arrangement, and all amendments thereof executed prior to the date hereof, shall be collectively referred to hereinafter as the "Existing Loan Documents".

WHEREAS, Administrative Agent, Lenders and Mortgagor have agreed to amend the Loan Arrangement and, in furtherance thereof, such parties have duly executed and exchanged that certain Second Amendment to Construction Loan and Security Agreement and Omnibus Amendment to Other Loan Documents dated as of even date herewith (the "Omnibus Amendment").

WHEREAS, as of the date hereof and after giving effect to the Parking Spot Transfer (as defined in the Omnibus Amendment), Mortgagor is the owner of certain real estate located in Cook County, Illinois, legally described on Exhibit A attached hereto.

WHEREAS, Mortgagor and Administrative Agent wish to amend the Existing Mortgage and the Existing Assignment of Leases and Rents, and to confirm that the Existing Mortgage and the Existing Assignment of Leases and Rents continue to secure all of Mortgagor's indebtedness to Administrative Agent and the Lenders, all as more particularly hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Administrative Agent hereby covenant and agree as follows:

1. The Existing Mortgage is hereby amended as follows:
 - a. Exhibit A of the Existing Mortgage is hereby deleted in its entirety and replaced with Exhibit A attached hereto.
 - b. All references to the term "this Mortgage" shall mean the Existing Mortgage, as amended by this Amendment and as may be further amended, modified, supplemented or restated from time to time.
 - c. All references to the term "Loan Agreement" shall mean the Existing Loan Agreement, as amended by the Omnibus Amendment and as may be further amended, modified, supplemented or restated from time to time.
 - d. All references to the term "Loan Documents" shall mean the Existing Loan Documents, as amended by this Amendment and the Omnibus Amendment, and as may be further amended, modified, supplemented or restated from time to time.

2. The Existing Assignment of Leases and Rents is hereby amended as follows:
 - a. Exhibit A of the Existing Assignment of Leases and Rents is hereby deleted in its entirety and replaced with Exhibit A attached hereto.
 - b. All references to the term "this Assignment" shall mean the Existing Assignment of Leases and Rents, as amended by this Amendment and as may be further amended, modified, supplemented or restated from time to time.

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- c. All references to the term "Loan Agreement" shall mean the Existing Loan Agreement, as amended by the Omnibus Amendment and as may be further amended, modified, supplemented or restated from time to time.
 - d. All references to the term "Loan Documents" shall mean the Existing Loan Documents, as amended by this Amendment and the Omnibus Amendment, and as may be further amended, modified, supplemented or restated from time to time.
3. Mortgagor acknowledges and agrees that as of the date hereof Mortgagor has no offsets, defenses or counterclaims against Administrative Agent or the Lenders with respect to the Existing Mortgage or Existing Assignment of Leases and Rents and to the extent that Mortgagor has any such claims Mortgagor affirmatively WAIVES and RELEASES such claims.
4. This Amendment and all other instruments executed in connection herewith incorporate all discussions and negotiations between Mortgagor and Administrative Agent either express or implied concerning the matters included herein and in such other documents, any statute, custom or usage to the contrary notwithstanding.
5. Except as specifically modified herein, all terms and conditions of the Existing Mortgage and Existing Assignment of Leases and Rents remain in full force and effect and are hereby ratified and confirmed.
6. This Amendment may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Amendment may be detached from any counterpart of this Amendment without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Amendment identical in form hereto but having attached to it one or more additional signature pages.
7. All rights and obligations under this Amendment, including matters of construction, validity and performance, shall be governed by and construed in accordance the laws of the State of Illinois, without reference to the conflicts of law principles of that State, and applicable United States federal law, and is intended to be performed in accordance with, and only to the extent permitted by, such laws.

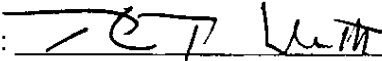
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IN WITNESS WHEREOF, Mortgagor and Administrative Agent have executed this Amendment as of the day and year first above written.

MORTGAGOR:

211 NORTH HARBOR DRIVE OWNER LLC,
a Delaware limited liability company


By: 
Name: Theodore Weldon III
Title: Authorized Signatory

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Theodore Weldon III, the Authorized Signatory of 211 NORTH HARBOR DRIVE OWNER LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 2nd day of March, 2022.



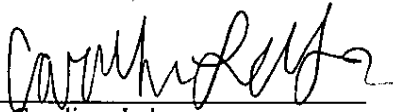

Notary Public
My Commission Expires: 01/07/2023

[Signatures continue on the following page]

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ADMINISTRATIVE AGENT:

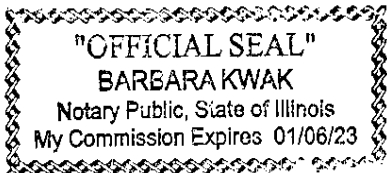
CIBC BANK USA, an Illinois state chartered bank


By: 
Name: Caroline Lake
Title: Officer

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Caroline Lake, Officer of CIBC BANK USA, an Illinois state chartered bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 3 day of March, 2022.




Notary Public

My Commission Expires:

1/6/23

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF LOTS 8, 9, 10 AND 21 ALL TAKEN AS A TRACT, IN LAKESHORE EAST SUBDIVISION BEING A SUBDIVISION OF PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, IN COOK COUNTY, ILLINOIS, SAID TRACT BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 8 WHICH IS 49.86 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 8; THENCE SOUTH $00^{\circ}06'31''$ WEST ALONG THE EASTERLY LINE OF SAID LOTS 8 AND 9 A DISTANCE OF 139.90 FEET TO A POINT OF NON TANGENT CURVE; THENCE SOUTHWESTERLY 71.34 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 5719.58 FEET CONCAVE WESTERLY AND WHOSE CHORD BEARS SOUTH $04^{\circ}24'33''$ WEST A DISTANCE OF 71.34 FEET; THENCE CONTINUING SOUTH $04^{\circ}45'49''$ WEST ALONG SAID EASTERLY LINE OF LOT 9, A DISTANCE OF 104.17 FEET TO THE SOUTH MOST SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH $89^{\circ}53'29''$ WEST ALONG THE SOUTH MOST SOUTH LINE OF SAID LOTS 9 AND 10, A DISTANCE OF 195.89 FEET TO THE INTERSECTION WITH A LINE DRAWN 16.85 FEET WEST OF AND PARALLEL WITH THE EAST LINE SAID LOTS 10 AND 21; THENCE NORTH $00^{\circ}06'31''$ EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 330.89 FEET TO THE INTERSECTION WITH A LINE DRAWN 65.89 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 8; THENCE SOUTH $89^{\circ}53'29''$ EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 41.53 FEET; THENCE SOUTH $00^{\circ}06'31''$ WEST PARALLEL WITH THE WEST LINE OF SAID LOT 8, A DISTANCE OF 16.03 FEET; THENCE SOUTH $89^{\circ}53'29''$ EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 168.16 FEET TO THE POINT OF BEGINNING,

TOGETHER WITH

THAT PART OF LOTS 10 AND 21 TAKEN AS A TRACT IN LAKESHORE EAST SUBDIVISION BEING A SUBDIVISION OF PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, IN COOK COUNTY, ILLINOIS, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +16.86 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE DRAWN 16.85 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOTS 10 AND 21 WITH A LINE DRAWN 150.31 FEET NORTH OF AND PARALLEL WITH THE SOUTH MOST SOUTH LINE OF SAID LOT 10; THENCE NORTH $89^{\circ}53'29''$ WEST ALONG SAID LINE DRAWN 150.31 FEET NORTH OF AND PARALLEL WITH THE SOUTH MOST SOUTH LINE OF SAID LOT 10 A DISTANCE OF 38.09 FEET; THENCE NORTH $00^{\circ}06'31''$ EAST 151.33 FEET; THENCE SOUTH $89^{\circ}53'29''$ EAST 38.09 FEET TO SAID LINE DRAWN 16.85 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF

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SAID LOTS 10 AND 21; THENCE SOUTH 00°06'31" WEST ALONG THE LAST MENTIONED PARALLEL LINE 151.33 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH

THAT PART OF LOTS 10 AND 21 TAKEN AS A TRACT IN LAKESHORE EAST SUBDIVISION BEING A SUBDIVISION OF PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, IN COOK COUNTY, ILLINOIS, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +25.85 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +16.86 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE DRAWN 16.85 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOTS 10 AND 21 WITH A LINE DRAWN 90.03 FEET NORTH OF AND PARALLEL WITH THE SOUTH MOST SOUTH LINE OF SAID LOT 10; THENCE NORTH 89°53'29" WEST ALONG SAID LINE DRAWN 90.03 FEET NORTH OF AND PARALLEL WITH THE SOUTH MOST SOUTH LINE OF SAID LOT 10 A DISTANCE OF 20.94 FEET; THENCE SOUTH 00°06'31" WEST 14.42 FEET; THENCE NORTH 89°53'29" WEST 3.39 FEET; THENCE SOUTH 00°06'31" WEST 15.71 FEET; THENCE NORTH 89°53'29" WEST 15.23 FEET; THENCE NORTH 00°06'31" EAST 2.00 FEET; THENCE NORTH 89°53'29" WEST 65.39 FEET; THENCE NORTH 00°06'31" EAST 17.75 FEET; THENCE NORTH 89°41'48" WEST 17.28 FEET; THENCE NORTH 00°06'31" EAST 76.81 FEET; THENCE NORTH 15°06'31" EAST 52.50 FEET; THENCE SOUTH 74°53'29" EAST 18.04 FEET; THENCE SOUTH 15°06'31" WEST 8.43 FEET; THENCE SOUTH 74°53'29" EAST 7.27 FEET; THENCE NORTH 15°06'31" EAST 2.46 FEET; THENCE SOUTH 89°53'29" EAST 47.64 FEET; THENCE NORTH 00°06'31" EAST 80.00 FEET; THENCE NORTH 00°25'51" WEST 24.23 FEET; THENCE NORTH 89°11'33" WEST 18.81 FEET; THENCE NORTH 00°06'31" EAST 7.55 FEET; THENCE NORTH 74°53'29" WEST 8.15 FEET; THENCE NORTH 15°06'31" EAST 1.19 FEET; THENCE NORTH 74°53'29" WEST 8.53 FEET; THENCE SOUTH 15°06'31" WEST 2.36 FEET; THENCE NORTH 74°53'29" WEST 17.08 FEET; THENCE NORTH 15°06'31" EAST 52.28 FEET TO THE NORTH LINE OF SAID LOT 21; THENCE SOUTH 89°53'29" EAST ALONG THE NORTH LINE OF SAID LOT 21 A DISTANCE OF 37.22 FEET; THENCE SOUTH 00°06'31" WEST 7.64 FEET; THENCE SOUTH 45°06'31" WEST 8.76 FEET; THENCE SOUTH 00°06'31" WEST 49.00 FEET; THENCE SOUTH 89°55'07" EAST 10.15 FEET; THENCE SOUTH 00°25'51" EAST 28.77 FEET; THENCE SOUTH 89°53'29" EAST 35.06 FEET TO SAID LINE DRAWN 16.85 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOTS 10 AND 21; THENCE SOUTH 00°06'31" WEST ALONG THE LAST MENTIONED PARALLEL LINE 183.36 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH

THAT PART OF LOTS 10 AND 21 TAKEN AS A TRACT IN LAKESHORE EAST SUBDIVISION BEING A SUBDIVISION OF PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, IN COOK COUNTY,

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ILLINOIS, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.84 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +25.85 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH MOST SOUTH LINE OF SAID LOT 10 WITH A LINE DRAWN 16.85 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOTS 10 AND 21; THENCE NORTH 00°06'31" EAST ALONG SAID PARALLEL LINE 157.77 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 47°04'00" WEST 30.59 FEET; THENCE NORTH 89°53'29" WEST 8.20 FEET; THENCE SOUTH 00°06'31" WEST 1.33 FEET; THENCE NORTH 89°53'29" WEST 10.13 FEET; THENCE SOUTH 00°06'31" WEST 74.42 FEET; THENCE NORTH 89°53'29" WEST 64.54 FEET; THENCE NORTH 00°06'31" EAST 6.75 FEET; THENCE NORTH 89°53'29" WEST 17.75 FEET; THENCE SOUTH 00°06'31" WEST 4.50 FEET; THENCE NORTH 89°53'29" WEST 40.18 FEET TO THE WEST LINE OF SAID LOT 10; THENCE NORTH 00°06'31" EAST ALONG THE WEST LINE OF SAID LOT 10 A DISTANCE OF 124.50 FEET; THENCE SOUTH 89°53'29" EAST 43.15 FEET; THENCE NORTH 00°06'31" EAST 11.48 FEET; THENCE SOUTH 74°53'29" EAST 0.37 FEET; THENCE NORTH 15°06'31" EAST 12.07 FEET; THENCE EASTERLY 16.73 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 15.92 FEET CONCAVE SOUTHERLY AND WHOSE CHORD BEARS NORTH 75°43'40" EAST A DISTANCE OF 15.62 FEET; THENCE SOUTH 74°53'29" EAST 1.49 FEET; THENCE SOUTH 15°04'56" WEST 8.90 FEET; THENCE SOUTH 74°53'29" EAST 10.82 FEET; THENCE SOUTH 15°06'31" WEST 9.15 FEET; THENCE SOUTH 89°53'29" EAST 7.92 FEET; THENCE NORTH 15°06'31" EAST 16.00 FEET; THENCE SOUTH 74°53'29" EAST 32.13 FEET; THENCE EASTERLY 9.94 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 40.96 FEET CONCAVE SOUTHERLY AND WHOSE CHORD BEARS SOUTH 67°57'21" EAST A DISTANCE OF 9.91 FEET; THENCE SOUTH 00°06'31" WEST 3.44 FEET; THENCE SOUTH 89°53'29" EAST 3.78 FEET; THENCE NORTH 00°06'31" EAST 162.15 FEET; THENCE SOUTH 89°53'29" EAST 38.09 FEET TO A POINT ON SAID LINE DRAWN 16.85 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOTS 10 AND 21; THENCE SOUTH 00°06'31" WEST ALONG THE LAST MENTIONED PARALLEL LINE 198.58 FEET TO THE POINT OF BEGINNING,

TOGETHER WITH

THAT PART OF LOTS 10 AND 21 TAKEN AS A TRACT IN LAKESHORE EAST SUBDIVISION BEING A SUBDIVISION OF PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, IN COOK COUNTY, ILLINOIS, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +44.51 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.84 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE DRAWN 16.85 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOTS 10 AND 21 WITH A LINE DRAWN 177.39 FEET NORTH OF AND PARALLEL WITH THE SOUTH MOST SOUTH LINE OF SAID LOT 10; THENCE NORTH 89°53'29" WEST ALONG SAID LINE DRAWN 177.39 FEET NORTH OF AND PARALLEL WITH THE SOUTH MOST SOUTH LINE OF SAID LOT 10 A DISTANCE OF 10.06

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FEET; THENCE SOUTH 48°56'52" WEST 41.19 FEET; THENCE SOUTH 00°06'31" WEST 12.68 FEET; THENCE SOUTH 56°20'53" WEST 3.30 FEET; THENCE NORTH 89°53'29" WEST 51.61 FEET; THENCE NORTH 00°06'31" EAST 11.93 FEET; THENCE NORTH 89°53'29" WEST 7.27 FEET; THENCE SOUTH 00°06'31" WEST 12.43 FEET; THENCE NORTH 89°53'29" WEST 19.78 FEET; THENCE NORTH 00°06'31" EAST 58.93 FEET; THENCE SOUTH 89°53'29" EAST 2.42 FEET; THENCE NORTH 00°06'31" EAST 5.19 FEET; THENCE SOUTH 74°53'29" EAST 0.42 FEET; THENCE NORTH 15°06'31" EAST 12.07 FEET; THENCE EASTERLY 16.33 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 15.92 FEET CONCAVE SOUTHERLY AND WHOSE CHORD BEARS NORTH 75°43'40" EAST A DISTANCE OF 15.62 FEET; THENCE SOUTH 74°53'29" EAST 1.49 FEET; THENCE SOUTH 15°04'56" WEST 8.90 FEET; THENCE SOUTH 74°53'29" EAST 10.54 FEET; THENCE SOUTH 00°06'31" WEST 8.91 FEET; THENCE SOUTH 89°53'29" EAST 5.82 FEET; THENCE NORTH 15°06'31" EAST 16.00 FEET; THENCE SOUTH 74°53'29" EAST 32.13 FEET; THENCE EASTERLY 10.03 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 40.96 FEET CONCAVE SOUTHERLY AND WHOSE CHORD BEARS SOUTH 67°53'22" EAST A DISTANCE OF 10.01 FEET; THENCE SOUTH 00°06'30" WEST 3.39 FEET; THENCE SOUTH 89°53'29" EAST 3.70 FEET; THENCE NORTH 00°06'31" EAST 162.15 FEET; THENCE SOUTH 89°53'29" EAST 38.09 FEET TO A POINT ON SAID LINE DRAWN 16.85 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOTS 10 AND 21; THENCE SOUTH 00°06'31" WEST ALONG THE LAST MENTIONED PARALLEL LINE 178.96 FEET TO THE POINT OF BEGINNING;

(EXCEPT THAT PART OF LOTS 8 AND 21 ALL TAKEN AS A TRACT, IN LAKESHORE EAST SUBDIVISION BEING A SUBDIVISION OF PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, IN COOK COUNTY, ILLINOIS, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.84 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +25.85 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE DRAWN 16.85 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 21 WITH A LINE DRAWN 65.89 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 8; THENCE SOUTH 89°53'29" EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 41.53 FEET; THENCE SOUTH 00°06'31" WEST PARALLEL WITH THE WEST LINE OF SAID LOT 8, A DISTANCE OF 16.03 FEET TO A POINT ON A LINE DRAWN 49.86 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 8; THENCE SOUTH 89°53'29" EAST ALONG THE LAST MENTIONED PARALLEL LINE, 168.16 FEET TO A POINT ON THE EAST LINE OF SAID LOT 8; THENCE SOUTH 00°06'31" WEST ALONG THE EAST LINE OF SAID LOT 8, A DISTANCE OF 39.38 FEET; THENCE NORTH 89°53'29" WEST 41.00 FEET; THENCE NORTH 00°06'31" EAST 0.50 FEET; THENCE NORTH 89°53'29" WEST 168.70 FEET TO A POINT ON SAID LINE DRAWN 16.85 FEET WEST OF AND PARALLEL WITH THE EAST LINE LOT 21 AFORESAID; THENCE NORTH 00°06'31" EAST ALONG THE LAST MENTIONED PARALLEL LINE 54.91 FEET TO THE POINT OF BEGINNING;

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ALSO EXCEPT

THAT PART OF LOTS 8 AND 21 ALL TAKEN AS A TRACT, IN LAKESHORE EAST SUBDIVISION BEING A SUBDIVISION OF PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, IN COOK COUNTY, ILLINOIS, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +44.51 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.84 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE DRAWN 16.85 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF LOT 21 IN LAKESHORE EAST SUBDIVISION AFORESAID WITH A LINE DRAWN 65.89 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 8; THENCE SOUTH 89°53'29" EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 41.53 FEET; THENCE SOUTH 00°06'31" WEST PARALLEL WITH THE WEST LINE OF SAID LOT 8, A DISTANCE OF 16.03 FEET TO A POINT ON A LINE DRAWN 49.86 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 8; THENCE SOUTH 89°53'29" EAST ALONG THE LAST MENTIONED PARALLEL LINE, 168.16 FEET TO A POINT ON THE EAST LINE OF SAID LOT 8; THENCE SOUTH 00°06'31" WEST ALONG THE EAST LINE OF SAID LOT 8, A DISTANCE OF 38.88 FEET; THENCE NORTH 89°53'29" WEST 209.69 FEET TO A POINT ON SAID LINE DRAWN 16.85 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF LOT 21 AFORESAID; THENCE NORTH 00°06'31" EAST ALONG THE LAST MENTIONED PARALLEL LINE 14.91 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, INCLUDING EASEMENTS FOR ACCESS TO IMPROVEMENTS BEING CONSTRUCTED OVER TEMPORARY CONSTRUCTION EASEMENT AREAS, FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS ON, OVER, THROUGH AND ACROSS THE STREETS, AND TO UTILIZE THE UTILITIES AND UTILITY EASEMENTS, AS WELL AS EASEMENTS FOR MAINTENANCE AND TO ACCESS AND USE OF THE PARKS, ALL AS MORE PARTICULARLY DEFINED, DESCRIBED AND CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST MADE BY AND BETWEEN LAKESHORE EAST LLC, LAKESHORE EAST PARCEL P LLC, AND ASN LAKESHORE EAST LLC DATED AS OF JUNE 26, 2002 AND RECORDED JULY 2, 2002 AS DOCUMENT 0020732020, AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF MARCH 3, 2003 AND RECORDED MARCH 7, 2003 AS DOCUMENT NUMBER 0030322531 AND AS FURTHER AMENDED BY SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF NOVEMBER 12, 2004 AND RECORDED NOVEMBER 19, 2004 AS DOCUMENT NUMBER 0432427091 AND RE-RECORDED ON JANUARY 19, 2005 AS DOCUMENT NUMBER 0501919098 AND THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC, DATED FEBRUARY 24, 2005 AND RECORDED FEBRUARY 25, 2005 AS DOCUMENT NUMBER

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0505632009 AND FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF FEBRUARY 24, 2005 AND RECORDED FEBRUARY 25, 2005 AS DOCUMENT NUMBER 0505632012 AND BY THE FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF OCTOBER 27, 2006 AND RECORDED NOVEMBER 9, 2006 AS DOCUMENT 0631333004 AND SUBSEQUENTLY RE-RECORDED ON FEBRUARY 9, 2007 AS DOCUMENT 0704044062 AND AS SUPPLEMENTED BY NOTICE OF SATISFACTION OF CONDITIONS RELATED TO THE FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST LLC, DATED AS OF FEBRUARY 9, 2007 AND RECORDED MAY 22, 2007 AS DOCUMENT 0714222037 AND THE SIXTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF DECEMBER 20, 2007 AND RECORDED DECEMBER 21, 2007 AS DOCUMENT 0735531065 AND RE-RECORDED ON APRIL 8, 2008 AS DOCUMENT 0809910104 AND THE SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF NOVEMBER 13, 2008 AND RECORDED NOVEMBER 14, 2008 AS DOCUMENT 0831910034 AND THE EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF NOVEMBER 13, 2008 AND RECORDED NOVEMBER 14, 2008 AS DOCUMENT 0831910035 AND THE AMENDMENT TO EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF FEBRUARY 10, 2011 AND RECORDED FEBRUARY 15, 2011 AS DOCUMENT 1104616038 AND THE NINTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF JANUARY 10, 2011 AND RECORDED MARCH 17, 2011 AS DOCUMENT 1107644102 AND THE TENTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF APRIL 18, 2013 AND RECORDED APRIL 23, 2013 AS DOCUMENT 1311318049 AND THE ELEVENTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF JANUARY 16, 2014 AND RECORDED JANUARY 16, 2014 AS DOCUMENT NUMBER 1401644060 AND THE AMENDED AND RESTATED TWELFTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF APRIL 30, 2018 AND RECORDED JULY 16, 2018 AS DOCUMENT NUMBER 1819744029 AND THIRTEENTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF MARCH 29, 2019 AND RECORDED APRIL 1, 2019 AS DOCUMENT NUMBER 1909134079 AND FOURTEENTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF SEPTEMBER 16, 2019 AND RECORDED SEPTEMBER 18, 2019 AS DOCUMENT NUMBER 1926117130.

FOR INFORMATIONAL PURPOSES:

ADDRESS: 211 N. HARBOR DRIVE (KNOWN AS PARCEL J AT LAKESHORE EAST)
CHICAGO, IL 60601

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