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This Instrument Prepared by:

Duane Morris LLP
30 S. 17th Street
Philadelphia, PA 19103-4196
Attention: David R. Augustin

After Recording Return to:

First American Title Insurance Company
666 3rd Avenue, 5th Floor
New York, NY 10017
Attention: Mathew Clay



Doc# 2315322032 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 06/02/2023 12:05 PM PG: 1 OF 20

(For Recorder's Use Only)

Exempt under the provisions of (i) paragraph (l) of the Illinois Real Estate Transfer Tax Law, 35 ILCS 200/31-45(l), (ii) paragraph (M) of the Chicago Municipal Code Subsection 3-33-060(M), and (iii) paragraph (13) of the Cook County Code Section 74-106(13).

Date: May 31, 2023

**SPECIAL WARRANTY DEED
IN LIEU OF FORECLOSURE**

From

AG-OCG 360 NORTH MICHIGAN RETAIL OWNER, L.L.C.,
a Delaware limited liability company, ("Grantor"),

TO

360 NM HOLDINGS, LLC,
a Delaware limited liability company ("Grantee").

REAL ESTATE TRANSFER TAX		01-Jun-2023
17-10-300-028-0000	20230401698192	1-297-717-968
CHICAGO:		0.00
+ CTA:		0.00
TOTAL:		0.00 *

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

REAL ESTATE TRANSFER TAX		02-Jun-2023
COUNTY:		0.00
ILLINOIS:		0.00
TOTAL:		0.00

17-10-300-028-0000 | 20230401698192 | 1-772-444-368

Special Warranty Deed
in Lieu of Foreclosure – 360 North Michigan

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SPECIAL WARRANTY DEED IN LIEU OF FORECLOSURE

This SPECIAL WARRANTY DEED IN LIEU OF FORECLOSURE (“**Deed**”), dated as of May 31, 2023, between AG-OCG 360 NORTH MICHIGAN RETAIL OWNER, L.L.C., a Delaware limited liability company, having an address at 245 Park Avenue, 26th Floor, New York, NY 10167 (“**Grantor**”), and 360 NM HOLDINGS, LLC, a Delaware limited liability company, having an address at 591 W. Putnam Avenue, Greenwich, CT 06830 (“**Grantee**”).

Grantor, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of such consideration being hereby acknowledged, CONVEYS, GRANTS, BARGAINS, SELLS, AND REMISES to Grantee:

ALL of that certain plot, piece, or parcel of land situated, lying, and being in the County of Cook, State of Illinois, and more particularly described in Exhibit A attached hereto (the “**Land**”);

TOGETHER with (i) all of Grantor’s right, title, and interest, if any, in and to (a) all easements, rights of way, and other rights appurtenant to the Land, (b) any streets and roads abutting, in front of, or adjoining the Land to the center lines thereof, and (c) all improvements located on the Land, and (ii) the appurtenances and all of the estate and rights of the Grantor in and to the Land (collectively, the “**Property**”);

SUBJECT, HOWEVER, to all those certain encumbrances described in Exhibit B attached hereto (the “**Permitted Exceptions**”);

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, unto Grantee and Grantee’s successors, and assigns in fee simple forever.

Grantor, for itself and its successors, does covenant, promise and agree, to and with Grantee, and its successors and assigns, that it has not done or suffered to be done, anything whereby the Property hereby granted is, or may be, in any manner encumbered or charged, except as herein recited; and that it WILL WARRANT AND DEFEND the Property, against all persons lawfully claiming, or to claim the same, by, through or under it, subject to the Permitted Exceptions.

This Deed is an absolute, present, unconditional, and irrevocable conveyance of title, in effect as well as form, and is not intended as a mortgage, trust conveyance, or security of any kind. There is no agreement for Grantee or anyone else to reconvey the Property to Grantor under any circumstances whatsoever. This Deed is delivered as a transfer in lieu of foreclosure of that certain Mortgage, Assignment of Leases and Rents, Security Agreement, and Fixture Filing, executed by Grantor to Starwood Property Mortgage, L.L.C., a Delaware limited liability company (“Original Lender”), dated May 15, 2015 and recorded on June 2, 2015, in the Official Records of Cook County, Illinois (the “Official Records”), as Document No. 1515304058, as assigned by Original Lender to Starwood Property Mortgage Sub-12-A, L.L.C., a Delaware limited liability company (“Assignee #1”) by that certain Assignment of Interest under Mortgage, Assignment of Leases and

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Rents, Security Agreement and Fixture Filing and Assignment of Leases and Rents dated June 19, 2015 and recorded on June 26, 2015 as Document No. 1517744084, as assigned by Assignee #1 to Original Lender pursuant to that certain Assignment of Interest under Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing and Assignment of Leases and Rents dated December 5, 2017 and recorded on December 8, 2017 as Document No. 1734244105, as assigned by Original Lender to Assignee #1 pursuant to certain Assignment of Interest under Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing and Assignment of Leases and Rents dated April 9, 2019 and recorded on April 22, 2019 as Document No. 1911245067, as assigned by Assignee #1 to Grantee pursuant to certain Assignment of Interest under Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing and Assignment of Leases and Rents dated March 3, 2023 and recorded on March 15, 2023 as Document No. 2307441260 (as assigned, the "Mortgage").

It is the purpose and intent of Grantor and Grantee that the Mortgage and any other assignment, encumbrance, or lien on the Property held by Grantee or any other person or entity shall not merge into the fee interest conveyed hereby, and the Mortgage shall remain as a good and valid mortgage, separate and apart from any other interest of Grantee or any other person or entity in the Property.

Grantor acknowledges, represents, and confirms that this transaction is fair and equitable based on Grantor's reasonable determination of the value and financial condition of the Property. Grantor understands the effect of the delivery of this Deed to Grantee and is acting freely and voluntarily, and is not under any coercion or duress. Grantor acknowledges, represents, and confirms that by the delivery of this Deed, Grantor is not rendered insolvent and this Deed is not being delivered for the purpose of defrauding creditors or avoiding any payment of any of its debts. Grantor acknowledges that Debt (as defined in the Mortgage) exceeds the value of the Property, and Grantor has no equity in the Property.

Grantor's acknowledgments and assurances in this Deed are made to induce any title company to issue an owner's policy of title insurance in favor of the Grantee affecting the Property and are further made to protect and benefit Grantee and its successors and assigns, and all other persons who may hereafter acquire an interest in the Property.

Grantor agrees to execute any additional documents that Grantee may reasonably deem necessary or desirable to carry out the purposes hereof.

An Event of Default (as defined in the Mortgage) exists under the Loan Documents (as defined in the Mortgage) and Grantor has no defenses to Grantee's immediate enforcement of the Loan Documents and all of Grantee's rights and remedies. The Loan (as defined in the Mortgage) is presently due and payable in full, and Grantor has no right to cure any existing Event of Default. Grantee has not waived or modified any Loan Document or any right or remedy thereunder, orally or in writing. The Loan Documents remain in full force and effect in accordance with their terms notwithstanding the transfer contemplated by this Deed. Grantor has no basis to challenge, set aside, or invalidate any claim, lien, security interest or other rights or remedies of Grantee relating to any of the Property. Grantor's obligations and Grantee's rights and remedies under the Loan Documents are subject to no offset, defense, claim, counterclaim, set-off, or right of recoupment.

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Grantor acknowledges and agrees that (a) Grantee has performed all, and has not breached any, of its obligations under the Loan Documents and is not in default under any Loan Document or common law or other obligations of Grantee to Grantor, and Grantor is not entitled to assert any “lender liability” claims against Grantee, (b) Grantee has not violated any express or implied obligation of “good faith” or “fair dealing” relating to Grantor, the Loan, or the relationship between Grantor and Grantee, (c) Grantee has no obligation or liability to Grantor except as the Loan Documents expressly state, and (d) Grantee has done nothing to impair any right or remedy under any Loan Document.

Grantor, for itself and its affiliates, and anyone claiming by, through or under Grantor or its affiliates (“Grantor Parties”), hereby waives its right to recover from, and fully, finally, absolutely, and irrevocably releases, Original Lender, Assignee #1, Grantee, any servicer of the Loan, their respective direct and indirect affiliates, and the respective officers, directors, shareholders, employees, representatives, agents, successors and assigns of the foregoing, and all persons, firms, corporations and organizations on their behalf (“**Lender Parties**”) from any and all claims of any and every character that any of Grantor Parties may now have against any of the Lender Parties for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to conduct, events, or occurrences on or before the date of this Deed relating to the Loan or matters related thereto (including, without limitation, the origination and/or administration/servicing thereof). This waiver and release includes claims of which Grantor Parties are or may be presently unaware or which Grantor Parties do not presently suspect to exist which, if known by Grantor Parties would materially affect Grantor Parties’ release of the Lender Parties, and including any and all claims that are direct and/or indirect, contingent or matured, of whatever kind or nature, for or because of any matter or things done, omitted or permitted to be done by any of the Lender Parties, at law or in equity. Grantor, on behalf of itself and the other Grantor Parties, understands, acknowledges and agrees that (a) the waiver and release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release, (b) no fact, event, circumstance, evidence, or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of the waiver and release set forth above, and (c) it realizes and acknowledges that factual matters now unknown to Grantor Parties may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and it further agrees, represents and warrants that this release has been negotiated and agreed upon in light of that realization and that it nevertheless hereby intends to release, discharge and acquit the Lender Parties from any and all such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses to the extent they arise out of, are connected with, or relate to, conduct, events, or occurrences on or before the date of this Deed relating to the Loan. Each Grantor Party hereby represents and warrants that (i) it owns all of the purported claims, rights, demands and causes of action that it is releasing by the foregoing release and that no other person or entity has any interest in said claims, rights, demands or causes of action by reason of any contract or dealing with such Grantor Party, and (ii) it has not assigned to any other person or entity all or any part of such claims, rights, demands or causes of action. Grantor, on behalf of itself and the other Grantor Parties, hereby acknowledges, represents and warrants that it has had

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advice of counsel of its own choosing in negotiations for and the preparation of the foregoing release, that it has read the foregoing release or has had the same read to it by its counsel, that it has had the within release fully explained by such counsel, and that it is fully aware of its contents and legal effect. Nothing contained herein shall be deemed or construed to be a release of any actions or omissions of any of the Lender Parties occurring after the date hereof.

Grantor represents and warrants that it is not now a party to, and has no intent to file a petition to commence, any action or proceeding for relief, protection, reorganization, liquidation, dissolution or similar relief for debtors under any present or future local, state, federal or other insolvency law or laws providing relief for debtors (each a “**Debtor Proceeding**”) and has not been a party to a Debtor Proceeding within seven (7) years prior to the date hereof. Grantor acknowledges that the filing of any petition or the seeking of any relief in a Debtor Proceeding by Grantor, whether directly or indirectly, would be in bad faith and solely for purposes of interfering with Grantee’s rights and remedies hereunder or at law, Grantee shall immediately become entitled, among other relief to which Grantee may be entitled under the Loan Documents, and at law or in equity, to obtain an order from the court dismissing such filing as a bad faith filing, and Grantor agrees that it will take no action to oppose the entry of such order of dismissed or to dispute a finding of fact by the court that such filing was made in bad faith. In the event that Grantor shall take any action constituting a Debtor Proceeding, and Grantee seeks relief therefrom, then: (a) Grantee shall thereupon be entitled to and Grantor irrevocably consents to (i) the relief from any automatic stay imposed by Section 362 of Bankruptcy Code, or otherwise, on or against the exercise of the rights and remedies otherwise available to Grantee as provided in the Loan Documents with respect to the Property and as otherwise provided by law, and Grantor hereby irrevocably waives any right to object to such relief, and acknowledges that no reorganization in bankruptcy is feasible, and (ii) an order from any bankruptcy court prohibiting Grantor’s use of all “cash collateral” (as defined in Section 363 of the Bankruptcy Code); (b) Grantor waives its exclusive right pursuant to Section 1121(b) of the Bankruptcy Code to file a plan of reorganization and irrevocably agrees and consents that Grantee may file a plan immediately upon the entry of an order for relief if an involuntary petition is filed against Grantor or upon the filing of a voluntary petition by Grantor; (c) in the event that Grantee shall move pursuant to Section 1121(d) of the Bankruptcy Code for an order reducing the 120 day exclusive period, Grantor shall not object to any such motion; and (d) Grantor waives any rights it may have pursuant to Section 108(b) of the Bankruptcy Code. The provisions of this Section shall survive the termination of the Loan Documents.

Grantor has been represented by counsel in negotiating and consummating this Deed. Such counsel has fully advised Grantor of the implications of this Deed and, particularly, the fact that after the transfer contemplated by this Deed Grantor has no interest whatsoever in the Property and has been fully divested of all such interest.

Grantor acknowledges that the Property does not include “agricultural real estate” or “residential real estate” as those terms are defined in 735 ILCS 5/15-1201 and 5/15-1219. Pursuant to 735 ILCS 5/15-1601(b), Grantor waives any and all rights of redemption from sale under any order of foreclosure of the Mortgage or other rights of redemption which may run to Grantor or

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any other "Owner of Redemption", as that term is defined in 735 ILCS 5/15-1212. Grantor waives all rights of reinstatement under 735 ILCS 5/15-1602 to the fullest extent permitted by Illinois law.

THIS DEED SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS (WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THEREOF).

[SIGNATURE PAGE FOLLOWS]

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

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IN WITNESS WHEREOF, Grantor has duly executed this Deed the day and year first above written.

GRANTOR:

AG-OCG 360 NORTH MICHIGAN RETAIL OWNER, L.L.C.,
a Delaware limited liability company

By: AG-OCG 360 North Michigan Parent, L.L.C.,
a Delaware limited liability company,
its sole member

By: AG Real Estate Manager, Inc.,
a Delaware corporation,
its manager

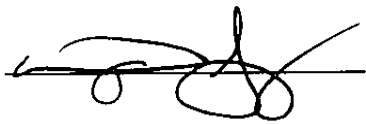
By: 
Name: Scott Glassberg
Title: Vice President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 26 day of APRIL, 2023, before me, the undersigned, a notary public in and for said state, personally appeared SCOTT GLASSBERG, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or person upon behalf of which the individuals acted, executed the instrument.


Notary Public

My Commission Expires:



WYNNE FONG
Notary Public, State of New York
No. 01FO6019224
Qualified in New York County
Commission Expires Feb. 1, 2027

SEAL

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MAIL TAX BILLS TO:

c/o Starwood Property Trust, Inc.
2340 Collins Avenue, Suite 700
Miami Beach, Florida 33139
Attention: Asset Management

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

Property of Cook County Clerk's Office

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EXHIBIT A

Property Description

For informational purposes only, the land is known as

Street Address: 360 North Michigan Avenue, Chicago, Illinois 60601

PIN: 17-10-300-028-0000 and 17-10-300-029-0000

RETAIL PARCEL 1:

THAT PART OF LOTS 1 THRU 4, INCLUSIVE, IN LOOMIS AND OTHERS RESUBDIVISION OF LOTS 3, 4, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18 AND 19 IN BLOCK 4 IN FORT DEARBORN ADDITION TO CHICAGO, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 34.55 FEET ABOVE CHICAGO CITY DATUM, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 18.47 ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL LIMITS PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT, BEING ALSO THE INTERSECTION OF THE SOUTHEASTERLY LINE OF EAST WACKER DRIVE WITH THE NORTHWESTERLY LINE OF THE NORTHEASTERLY HALF OF SAID LOT 4; THENCE NORTH 37 DEGREES 52 MINUTES 15 SECONDS EAST, ALONG THE NORTHWESTERLY LINE OF SAID TRACT, 63.94 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 54 DEGREES 39 MINUTES 39 SECONDS EAST 32.69 FEET; THENCE NORTH 37 DEGREES 52 MINUTES 15 SECONDS EAST 34.20 FEET; THENCE SOUTH 52 DEGREES 07 MINUTES 45 SECONDS EAST 7.94 FEET; THENCE NORTH 37 DEGREES 52 MINUTES 15 SECONDS EAST 7.95 FEET; THENCE NORTH 52 DEGREES 07 MINUTES 45 SECONDS WEST 40.60 FEET TO THE NORTHWESTERLY LINE OF SAID TRACT; THENCE SOUTH 37 DEGREES 52 MINUTES 15 SECONDS WEST, ALONG SAID NORTHWESTERLY LINE, 43.60 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL 2:

THAT PART OF LOTS 1 THRU 4, INCLUSIVE, IN LOOMIS AND OTHERS RESUBDIVISION OF LOTS 3, 4, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18 AND 19 IN BLOCK 4 IN FORT DEARBORN ADDITION TO CHICAGO, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 34.55 FEET ABOVE CHICAGO CITY DATUM, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 18.47 ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL LIMITS PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT, BEING ALSO THE INTERSECTION OF THE SOUTHEASTERLY LINE OF EAST WACKER DRIVE WITH THE

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SOUTHWESTERLY LINE OF THE NORTHEASTERLY HALF OF SAID LOT 4; THENCE NORTH 37 DEGREES 52 MINUTES 15 SECONDS EAST, ALONG THE NORTHWESTERLY LINE OF SAID TRACT, 115.84 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 52 DEGREES 07 MINUTES 45 SECONDS EAST, 32.26 FEET; THENCE NORTH 37 DEGREES 52 MINUTES 15 SECONDS EAST, 16.05 FEET; THENCE SOUTH 52 DEGREES 07 MINUTES 45 SECONDS EAST, 6.66 FEET; THENCE NORTH 37 DEGREES 52 MINUTES 15 SECONDS EAST, 53.88 FEET TO THE NORTHEASTERLY LINE OF SAID TRACT; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE, THE FOLLOWING COURSES AND DISTANCES; THENCE NORTH 52 DEGREES 07 MINUTES 45 SECONDS WEST, 15.58 FEET; THENCE SOUTH 37 DEGREES 52 MINUTES 15 SECONDS WEST, 4.83 FEET; THENCE NORTH 52 DEGREES 07 MINUTES 45 SECONDS WEST 23.34 FEET TO THE NORTHWESTERLY LINE OF SAID TRACT; THENCE SOUTH 37 DEGREES 52 MINUTES 15 SECONDS WEST, ALONG SAID NORTHWESTERLY LINE, 65.10 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL 3:

THAT PART OF LOTS 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 AND 19 IN BLOCK 4 IN FORT DEARBORN ADDITION TO CHICAGO, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 48.06 FEET ABOVE CHICAGO CITY DATUM, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 34.55 ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL LIMITS PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT, BEING ALSO THE INTERSECTION OF THE SOUTHEASTERLY LINE OF EAST WACKER DRIVE WITH THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY HALF OF SAID LOT 4; THENCE NORTH 37 DEGREES 52 MINUTES 15 SECONDS EAST, ALONG THE NORTHWESTERLY LINE OF SAID TRACT, 63.94 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 54 DEGREES 39 MINUTES 39 SECONDS EAST, 32.69 FEET; THENCE NORTH 37 DEGREES 52 MINUTES 15 SECONDS EAST, 34.20 FEET; THENCE SOUTH 52 DEGREES 07 MINUTES 45 SECONDS EAST, 7.94 FEET; THENCE NORTH 37 DEGREES 52 MINUTES 15 SECONDS EAST, 15.46 FEET;

THENCE SOUTH 52 DEGREES 07 MINUTES 45 SECONDS EAST, 13.70 FEET; THENCE SOUTH 37 DEGREES 52 MINUTES 15 SECONDS WEST, 5.91 FEET; THENCE SOUTH 52 DEGREES 07 MINUTES 45 SECONDS EAST, 18.14 FEET; THENCE SOUTH 37 DEGREES 52 MINUTES 15 SECONDS WEST, 30.64 FEET; THENCE NORTH 52 DEGREES 07 MINUTES 45 SECONDS WEST, 10.64 FEET; THENCE SOUTH 37 DEGREES 52 MINUTES 15 SECONDS WEST, 11.82 FEET;

THENCE SOUTH 54 DEGREES 39 MINUTES 39 SECONDS EAST, 38.71 FEET TO THE SOUTHEASTERLY LINE OF SAID TRACT; THENCE NORTH 37 DEGREES 52 MINUTES 15 SECONDS EAST, ALONG SAID SOUTHEASTERLY LINE, 35.53 FEET; THENCE NORTH 88 DEGREES 56 MINUTES 15 SECONDS WEST, 1.51 FEET; THENCE NORTH 00

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DEGREES 55 MINUTES 45 SECONDS EAST, 48.26 FEET; THENCE SOUTH 89 DEGREES 04 MINUTES 15 SECONDS EAST, 1.51 FEET TO THE EAST LINE OF SAID TRACT; THENCE NORTH 00 DEGREES 55 MINUTES 45 SECONDS EAST, ALONG SAID EAST LINE, 10.34 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 15 SECONDS WEST, 1.08 FEET; THENCE NORTH 52 DEGREES 07 MINUTES 45 SECONDS WEST, 7.57 FEET; THENCE NORTH 37 DEGREES 52 MINUTES 15 SECONDS EAST, 9.37 FEET; THENCE SOUTH 89 DEGREES 04 MINUTES 15 SECONDS EAST, 1.51 FEET TO THE EAST LINE OF SAID TRACT; THENCE NORTH 00 DEGREES 55 MINUTES 45 SECONDS EAST, ALONG SAID EAST LINE, 31.76 FEET TO THE NORTHEASTERLY LINE OF SAID TRACT; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE, THE FOLLOWING COURSES AND DISTANCES; THENCE NORTH 52 DEGREES 07 MINUTES 45 SECONDS WEST, 15.58 FEET; THENCE SOUTH 37 DEGREES 52 MINUTES 15 SECONDS WEST, 4.83 FEET; THENCE NORTH 52 DEGREES 07 MINUTES 45 SECONDS WEST, 23.34 FEET THE NORTHWESTERLY LINE OF SAID TRACT; THENCE SOUTH 37 DEGREES 52 MINUTES 15 SECONDS WEST, ALONG SAID NORTHWESTERLY LINE, 117.00 FEET; TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL 4:

THAT PART OF LOTS 1 THRU 4, INCLUSIVE, IN LOOMIS AND OTHERS RESUBDIVISION OF LOTS 3, 4, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18 AND 19 IN BLOCK 4 IN FORT DEARBORN ADDITION TO CHICAGO, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 48.06 FEET ABOVE CHICAGO CITY DATUM, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 31.97 ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL LIMITS PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID TRACT WITH THE SOUTHEASTERLY LINE THEREOF; THENCE NORTH 88 DEGREES 56 MINUTES 15 SECONDS WEST, 1.51 FEET; THENCE NORTH 00 DEGREES 55 MINUTES 45 SECONDS EAST, 48.26 FEET; THENCE SOUTH 89 DEGREES 04 MINUTES 15 SECONDS EAST, 1.51 FEET TO THE EAST LINE OF SAID TRACT; THENCE SOUTH 00 DEGREES 55 MINUTES 45 SECONDS WEST, ALONG SAID EAST LINE, 48.27 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL 5:

THAT PART OF LOTS 1, 2, 5, 6 AND 9 IN BLOCK 4 IN FORT DEARBORN ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 48.06 FEET ABOVE CHICAGO CITY DATUM, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 31.97 ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL LIMITS PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

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BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT, BEING ALSO THE SOUTHEAST CORNER OF LOT 9 AFORESAID; THENCE NORTH 00 DEGREES 55 MINUTES 45 SECONDS EAST, ALONG THE EAST LINE OF SAID TRACT, 48.40 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 15 SECONDS WEST, 56.00 FEET TO THE WEST LINE OF SAID TRACT; THENCE SOUTH 00 DEGREES 55 MINUTES 45 SECONDS WEST, ALONG SAID WEST LINE, 48.27 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 88 DEGREES 56 MINUTES 15 SECONDS EAST, ALONG SAID SOUTH LINE, 56.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL 6:

THAT PART OF LOTS 1, 2, 5, 6 AND 9 IN BLOCK 4 IN FORT DEARBORN ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 48.06 FEET ABOVE CHICAGO CITY DATUM, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 34.55 ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL LIMITS PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT, BEING ALSO THE SOUTHEAST CORNER OF LOT 9 AFORESAID; THENCE NORTH 00 DEGREES 55 MINUTES 45 SECONDS EAST, ALONG THE EAST LINE OF SAID TRACT, 48.40 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 55 MINUTES 45 SECONDS EAST, ALONG SAID EAST LINE, 43.61 FEET TO THE NORTHERLY LINE THEREOF; THENCE WESTERLY ALONG SAID NORTHERLY LINE, THE FOLLOWING COURSES AND DISTANCES; THENCE NORTH 89 DEGREES 04 MINUTES 15 SECONDS WEST, 22.93 FEET; THENCE NORTH 00 DEGREES 55 MINUTES 45 SECONDS EAST, 4.83 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 15 SECONDS WEST, 25.48 FEET; THENCE NORTH 52 DEGREES 07 MINUTES 45 SECONDS WEST, 9.50 FEET TO THE WEST LINE OF SAID TRACT; THENCE SOUTH 00 DEGREES 55 MINUTES 45 SECONDS WEST, ALONG SAID WEST LINE, 31.76 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 15 SECONDS WEST, 3.45 FEET; THENCE SOUTH 52 DEGREES 07 MINUTES 45 SECONDS EAST, 6.37 FEET; THENCE SOUTH 37 DEGREES 52 MINUTES 15 SECONDS WEST, 10.28 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 15 SECONDS WEST, 2.36 FEET TO THE EAST LINE OF SAID TRACT; THENCE SOUTH 00 DEGREES 55 MINUTES 45 SECONDS WEST, ALONG SAID EAST LINE, 10.35 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 15 SECONDS WEST, 56.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL 7:

THAT PART OF LOTS 1 THRU 4, INCLUSIVE, IN LOOMIS AND OTHERS RESUBDIVISION OF LOTS 3, 4, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18 AND 19 IN BLOCK 4 IN FORT DEARBORN ADDITION TO CHICAGO, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 48.06 FEET ABOVE CHICAGO CITY DATUM, LYING ABOVE A HORIZONTAL PLANE HAVING AN

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ELEVATION OF 34.55 ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL LIMITS PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID TRACT WITH THE SOUTHEASTERLY LINE THEREOF; THENCE NORTH 00 DEGREES 55 MINUTES 45 SECONDS EAST, ALONG SAID EAST LINE, 58.62 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 04 MINUTES 15 SECONDS WEST, 1.08 FEET; THENCE NORTH 52 DEGREES 07 MINUTES 45 SECONDS WEST, 7.57 FEET; THENCE NORTH 37 DEGREES 52 MINUTES 15 SECONDS EAST, 9.37 FEET; THENCE SOUTH 89 DEGREES 04 MINUTES 15 SECONDS EAST, 1.51 FEET TO THE EAST LINE OF SAID TRACT; THENCE SOUTH 00 DEGREES 55 MINUTES 45 SECONDS WEST, ALONG SAID EAST LINE, 12.04 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL 8:

THAT PART OF LOTS 1, 2, 5, 6 AND 9 IN BLOCK 4 IN FORT DEARBORN ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 48.06 FEET ABOVE CHICAGO CITY DATUM, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 34.55 ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL LIMITS PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT, BEING ALSO THE SOUTHWEST CORNER OF LOT 9 AFORESAID; THENCE NORTH 00 DEGREES 55 MINUTES 45 SECONDS EAST, THE WEST LINE OF SAID TRACT, 58.62 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 55 MINUTES 45 SECONDS EAST, ALONG SAID WEST LINE, 12.04 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 15 SECONDS WEST, 3.45 FEET; THENCE SOUTH 52 DEGREES 07 MINUTES 45 SECONDS EAST, 6.37 FEET; THENCE SOUTH 37 DEGREES 52 MINUTES 15 SECONDS WEST, 10.28 FEET;

THENCE NORTH 89 DEGREES 04 MINUTES 15 SECONDS WEST, 2.36 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL 9:

THAT PART OF LOTS 1 THRU 4, INCLUSIVE, IN LOOMIS AND OTHERS RESUBDIVISION OF LOTS 3, 4, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18 AND 19 IN BLOCK 4 IN FORT DEARBORN ADDITION TO CHICAGO, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 65.50 FEET ABOVE CHICAGO CITY DATUM, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 48.06 ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL LIMITS PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

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COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT, BEING ALSO THE INTERSECTION OF THE SOUTHEASTERLY LINE OF EAST WACKER DRIVE WITH THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY HALF OF SAID LOT 4; THENCE NORTH 37 DEGREES 52 MINUTES 15 SECONDS EAST, ALONG THE NORTHWESTERLY LINE OF SAID TRACT, 63.94 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 54 DEGREES 39 MINUTES 39 SECONDS EAST, 32.69 FEET; THENCE NORTH 37 DEGREES 52 MINUTES 15 SECONDS EAST, 34.20 FEET; THENCE SOUTH 52 DEGREES 07 MINUTES 45 SECONDS EAST, 7.94 FEET; THENCE NORTH 37 DEGREES 52 MINUTES 15 SECONDS EAST, 9.55 FEET;

THENCE SOUTH 52 DEGREES 07 MINUTES 45 SECONDS EAST, 31.84 FEET; THENCE SOUTH 37 DEGREES 52 MINUTES 15 SECONDS WEST, 30.64 FEET; THENCE NORTH 52 DEGREES 07 MINUTES 45 SECONDS WEST, 10.64 FEET; THENCE SOUTH 37 DEGREES 52 MINUTES 15 SECONDS WEST, 11.82 FEET; THENCE SOUTH 54 DEGREES 39 MINUTES 39 SECONDS EAST, 38.71 FEET TO THE SOUTHEASTERLY LINE OF SAID TRACT; THENCE NORTH 37 DEGREES 52 MINUTES 15 SECONDS EAST, ALONG SAID SOUTHEASTERLY LINE, 35.53 FEET TO THE EAST LINE OF SAID TRACT; THENCE NORTH 00 DEGREES 55 MINUTES 45 SECONDS EAST, ALONG SAID EAST LINE, 58.62 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 15 SECONDS WEST, 1.08 FEET; THENCE NORTH 52 DEGREES 07 MINUTES 45 SECONDS WEST, 4.61 FEET; THENCE NORTH 37 DEGREES 52 MINUTES 15 SECONDS EAST, 7.94 FEET TO THE EAST LINE OF SAID TRACT; THENCE NORTH 00 DEGREES 55 MINUTES 45 SECONDS EAST, ALONG SAID EAST LINE, 34.69 FEET TO THE NORTHEASTERLY LINE OF SAID TRACT;

THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE, THE FOLLOWING COURSES AND DISTANCES; THENCE NORTH 52 DEGREES 07 MINUTES 45 SECONDS WEST, 15.58 FEET; THENCE SOUTH 37 DEGREES 52 MINUTES 15 SECONDS WEST, 4.83 FEET;

THENCE NORTH 52 DEGREES 07 MINUTES 45 SECONDS WEST, 23.34 FEET THE NORTHWESTERLY LINE OF SAID TRACT; THENCE SOUTH 37 DEGREES 52 MINUTES 15 SECONDS WEST, ALONG SAID NORTHWESTERLY LINE, 117.00 FEET; TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL 10:

THAT PART OF LOTS 1, 2, 5, 6 AND 9 IN BLOCK 4 IN FORT DEARBORN ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 65.50 FEET ABOVE CHICAGO CITY DATUM, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 48.06 ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL LIMITS PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT, BEING ALSO THE SOUTHEAST CORNER OF LOT 9 AFORESAID; THENCE NORTH 00 DEGREES 55

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MINUTES 45 SECONDS EAST, ALONG THE EAST LINE OF SAID TRACT, 92.01 FEET TO THE NORTHERLY LINE THEREOF; THENCE WESTERLY ALONG SAID NORTHERLY LINE, THE FOLLOWING COURSES AND DISTANCES; THENCE NORTH 89 DEGREES 04 MINUTES 15 SECONDS WEST, 22.93 FEET; THENCE NORTH 00 DEGREES 55 MINUTES 45 SECONDS EAST, 4.83 FEET;

THENCE NORTH 89 DEGREES 04 MINUTES 15 SECONDS WEST, 25.48 FEET; THENCE NORTH 52 DEGREES 07 MINUTES 45 SECONDS WEST, 9.50 FEET TO THE WEST LINE OF SAID TRACT; THENCE SOUTH 00 DEGREES 55 MINUTES 45 SECONDS WEST, ALONG SAID WEST LINE, 31.76 FEET; THENCE SOUTH 89 DEGREES 04 MINUTES 15 SECONDS EAST, 3.45 FEET; THENCE SOUTH 52 DEGREES 07 MINUTES 45 SECONDS EAST, 6.37 FEET; THENCE SOUTH 37 DEGREES 52 MINUTES 15 SECONDS WEST, 10.28 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 15 SECONDS WEST, 2.36 FEET TO THE WEST LINE OF SAID TRACT; THENCE SOUTH 00 DEGREES 55 MINUTES 45 SECONDS WEST, ALONG SAID WEST LINE, 58.62 FEET TO THE SOUTH LINE OF SAID TRACT THENCE SOUTH 88 DEGREES 56 MINUTES 15 SECONDS EAST, ALONG SAID SOUTH LINE, 56.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL 11:

THAT PART OF LOTS 1 THRU 4, INCLUSIVE, IN LOOMIS AND OTHERS RESUBDIVISION OF LOTS 3, 4, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18 AND 19 IN BLOCK 4 IN FORT DEARBORN ADDITION TO CHICAGO, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 65.50 FEET ABOVE CHICAGO CITY DATUM, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 56.50 ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL LIMITS PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID TRACT WITH THE SOUTHEASTERLY LINE THEREOF; THENCE NORTH 00 DEGREES 55 MINUTES 45 SECONDS EAST, ALONG SAID EAST LINE, 60.41 FEET; THENCE NORTH 52 DEGREES 06 MINUTES 27 SECONDS WEST, 7.61 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 52 DEGREES 06 MINUTES 27 SECONDS WEST, 5.30 FEET; THENCE NORTH 37 DEGREES 53 MINUTES 33 SECONDS EAST, 9.35 FEET; THENCE SOUTH 52 DEGREES 06 MINUTES 27 SECONDS EAST, 5.30 FEET; THENCE SOUTH 37 DEGREES 53 MINUTES 33 SECONDS WEST, 9.35 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL 12:

THAT PART OF LOTS 1 THRU 4, INCLUSIVE, IN LOOMIS AND OTHERS RESUBDIVISION OF LOTS 3, 4, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18 AND 19 IN BLOCK 4 IN FORT DEARBORN ADDITION TO CHICAGO, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 65.50 FEET ABOVE CHICAGO CITY DATUM, LYING ABOVE A HORIZONTAL PLANE HAVING AN

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ELEVATION OF 48.06 ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL LIMITS PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID TRACT WITH THE SOUTHEASTERLY LINE THEREOF; THENCE NORTH 00 DEGREES 55 MINUTES 45 SECONDS EAST, ALONG SAID EAST, 60.41 FEET TO THE POINT OF BEGINNING; THENCE NORTH 52 DEGREES 06 MINUTES 27 SECONDS WEST, 7.61 FEET; THENCE NORTH 37 DEGREES 53 MINUTES 33 SECONDS EAST, 9.35 FEET; THENCE SOUTH 89 DEGREES 07 MINUTES 59 SECONDS EAST, 0.46 FEET TO THE EAST LINE OF SAID TRACT; THENCE SOUTH 00 DEGREES 55 MINUTES 45 SECONDS WEST, ALONG SAID EAST LINE 12.05 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS BY AG-OCG 360 NORTH MICHIGAN, LLC AND BY AG-OCG 360 NORTH MICHIGAN RETAIL OWNER, L.L.C. DATED MAY 29, 2015, RECORDED JUNE 2, 2015 AT 1515304057.

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EXHIBIT B

Permitted Exceptions

1. General Real Estate Taxes. Permanent Index Numbers: 17-10-300-028-0000 and 17-10-300-029-0000
2. Terms, provisions and conditions contained in the covenant for the London Guarantee Building recorded June 24, 2002 as document 0020700050. (affects all the Land)
3. Perpetual easement for passageway granted to the City of Chicago for public use for right to pass and repass on the lower level of the Plaza having a minimum height of 8 feet along and over all those parts of Lots 1 and 2 in resubdivision of Lots 3, 4, 7, 8, and 10 to 19 in Block 4 of Fort Dearborn Addition to Chicago aforesaid, more particularly described as follows:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF THE PLAZA 2 FEET 10 INCHES SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF RIVER STREET; THENCE SOUTHWESTERLY ALONG A LINE 2 FEET 10 INCHES SOUTHEASTERLY OF AND PARALLEL TO SAID SOUTHEASTERLY LINE OF RIVER STREET, A DISTANCE OF 4 FEET 4 INCHES; THENCE SOUTHWESTERLY IN A STRAIGHT LINE, A DISTANCE OF 6 INCHES TO A POINT 4 FEET 8 INCHES SOUTHWESTERLY OF SAID SOUTHWESTERLY LINE OF THE PLAZA AND 2 FEET 6 INCHES SOUTHEASTERLY OF SAID SOUTHEASTERLY LINE OF RIVER STREET; THENCE NORTHWESTERLY ALONG A LINE 4 FEET 8 INCHES SOUTHWESTERLY OF AND PARALLEL TO SAID SOUTHWESTERLY LINE OF THE PLAZA, A DISTANCE OF 2 FEET 6 INCHES TO ITS INTERSECTION WITH SAID SOUTHEASTERLY LINE OF RIVER STREET; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE OF RIVER STREET, A DISTANCE OF 4 FEET 6 INCHES; THENCE SOUTHEASTERLY ALONG A LINE 9 FEET 2 INCHES SOUTHWESTERLY OF AND PARALLEL TO SAID SOUTHWESTERLY LINE OF THE PLAZA, A DISTANCE OF 4 FEET 4 INCHES; THENCE NORTHEASTERLY IN A STRAIGHT LINE, A DISTANCE OF 4 FEET 3 INCHES TO A POINT 7 FEET 4 INCHES SOUTHEASTERLY OF SAID SOUTHEASTERLY LINE OF RIVER STREET AND 6 FEET 2 INCHES SOUTHWESTERLY OF SAID SOUTHWESTERLY LINE OF THE PLAZA; THENCE NORTHEASTERLY ALONG A LINE 7 FEET 6 INCHES SOUTHEASTERLY OF AND PARALLEL TO SAID SOUTHEASTERLY LINE OF RIVER STREET, A DISTANCE OF 6 FEET 2 INCHES TO ITS INTERSECTION WITH SAID SOUTHWESTERLY LINE OF THE PLAZA; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF THE PLAZA, A DISTANCE OF 4 FEET 6 INCHES TO THE PLACE OF BEGINNING;

as created by grant made by Site of Fort Dearborn Building Corporation to the City of Chicago dated July 31, 1922 and recorded August 4, 1922 in book 17851 page 191 as document 7599674 and confirmed by a second grant made by Site of Fort Dearborn Building Corporation to the City of Chicago dated August 5, 1922 and recorded August 5, 1922 in book 17851 page 197 as document 7600263. (affects all the Land)

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4. Terms, provisions, conditions and limitations set forth in the Ordinance recorded May 22, 1996 as document 96388497 designating the land as a Chicago Landmark. (affects all the Land)
5. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/ACSM survey made by Chicago Guaranty Survey Company on December 10, 2014, last revised April 20, 2015, designated Job Number 2014-20232-001: (A) Concrete loading dock with stairs shown on the lower level extends over the northwesterly boundary line by an unknown distance onto adjoining property; (B) Easterly corner of the building shown on the lower level crosses the northwesterly boundary line by 0.10 and 0.11' and crosses the boundary by up to 0.14' onto adjoining property; (C) Fire escape shown on the upper level near the southeasterly corner crosses the southerly boundary line by an unknown distance onto adjoining property; (D) Stone base in the southeasterly corner shown on the upper level crosses the east boundary line by up to 0.05' onto adjoining property; (E) Construction scaffolding shown on the upper level crosses the northwesterly and east boundary lines by an unknown distance onto adjoining property; (F) Temporary construction barricade shown on the upper level crosses the northwesterly boundary line by an unknown distance onto adjoining property; (G) South face of a concrete wall shown on the upper level in the southeasterly corner lies 0.14' south of the boundary line, ownership unknown; (H) Easterly section of building on Lot 3 shown on the upper level crosses the boundary lines by 0.09' to the south and 0.01' to the southeast onto adjoining property.
6. Declaration of Covenants, Conditions, Restrictions and Easements by AG-OCG 360 North Michigan, LLC and by AG-OCG 360 North Michigan Retail Owner, LLC dated May 29, 2015, recorded June 2, 2015 at 1515304057, as amended by a First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements recorded April 19, 2016 as document 1611045042, and a Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements recorded June 27, 2019 as document 1917816114.

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GRANTOR/GRANTEE AFFIDAVIT: STATEMENT BY GRANTOR AND GRANTEE AS REQUIRED BY §55 ILCS 5/3-5020 (from Ch. 34, par. 3-5020)

GRANTOR SECTION

The **GRANTOR** or her/his agent, affirms that, to the best of her/his knowledge, the name of the **GRANTEE** shown on the deed or assignment of beneficial interest (**ABI**) in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or another entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

DATED: _____, 20

SIGNATURE: _____
GRANTOR or AGENT

GRANTOR NOTARY SECTION: The below section is to be completed by the NOTARY who witnesses the GRANTOR signature.

Subscribed and sworn to before me, Name of Notary Public: _____

By the said (Name of Grantor): _____

On this date of: _____, 20

NOTARY SIGNATURE: _____

AFFIX NOTARY STAMP BELOW



GRANTEE SECTION

The **GRANTEE** or her/his agent affirms and verifies that the name of the **GRANTEE** shown on the deed or assignment of beneficial interest (**ABI**) in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

DATED: May 31, 2023

SIGNATURE: _____
GRANTEE or AGENT

GRANTEE NOTARY SECTION: The below section is to be completed by the NOTARY who witnesses the GRANTEE signature.

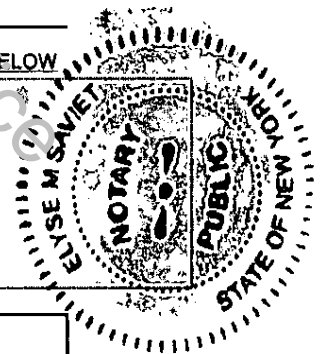
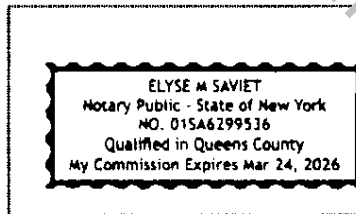
Subscribed and sworn to before me, Name of Notary Public: _____

By the said (Name of Grantee): Michael M. Rappaport

On this date of: April 127, 2023

NOTARY SIGNATURE: Elyse M. Saviet

Elyse M. Saviet
AFFIX NOTARY STAMP BELOW



CRIMINAL LIABILITY NOTICE

Pursuant to Section **55 ILCS 5/3-5020(b)(2)**, Any person who knowingly submits a false statement concerning the identity of a **GRANTEE** shall be guilty of a **CLASS C MISDEMEANOR** for the **FIRST OFFENSE**, and of a **CLASS A MISDEMEANOR**, for subsequent offenses.

(Attach to **DEED** or **ABI** to be recorded in Cook County, Illinois if exempt under provisions of the **Illinois Real Estate Transfer Act: (35 ILCS 200/Art. 31)**)



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First American

STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated May 31, 2023


AG-OCG 360 NORTH MICHIGAN RETAIL OWNER, L.L.C.,
a Delaware limited liability company

By: AG-OCG 360 North Michigan Parent, L.L.C.,
a Delaware limited liability company, its sole member

By: AG Real Estate Manager, Inc., a Delaware corporation,
its manager

By: 
Name: **Scott Glassberg**
Title: **Vice President**

Subscribed and sworn to before me by the said SCOTT GLASSBERG affiant
this 27th day of APRIL 2023.

Notary Public 

WYNNE FONG
Notary Public, State of New York
No. 01FO6019224
Qualified in New York County
Commission Expires Feb. 1, 20**27**

The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated _____

Signature _____
Grantor or Agent

Subscribed and sworn to before me by the said _____ affiant
this _____ day of _____,

Notary Public _____

Note: Any person who knowingly submits a false statement concerning the identity of the grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)