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Karen A. Yarbrough
Cook County Clerk
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Prepared by, and when recorded
mail to:

Katten Muchin Rosenman LLP
2029 Century Park East, Suite 2600
Los Angeles, California 90067
Attention: Adam Engel, Esq.

FIRST AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS

THIS FIRST AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS (this "**Amendment**") is made as of October 3, 2023, by and among ONE EAST WACKER PARTNERS LLC, a Delaware limited liability company ("**Assignor**"), having an address at c/o AmTrust Realty, 250 Broadway, Suite 3001, New York, New York 10007, in favor of, and for the use and benefit of AMERICAN GENERAL LIFE INSURANCE COMPANY, a Texas corporation ("**AGLIC**") and THE VARIABLE ANNUITY LIFE INSURANCE COMPANY, a Texas corporation ("**VALIC**"), and their respective successors and assigns collectively, the "**Assignee**"), having an address at c/o AIG Investments, 28 Liberty Street, 47th Floor, New York, New York 10005-1445, Attention: CML Legal Notices.

RECITALS

A. Assignor is the owner of a fee simple estate in the real property described in Exhibit A attached hereto. Such real property, together with all improvements now or hereafter located thereon and all appurtenances thereto, is referred to as the "**Property**."

B. On July 25, 2013 (the "**Original Closing Date**"), VALIC, Chartis Specialty Insurance Company, an Illinois corporation ("**CSIC**"), and American Home Assurance Company, a New York corporation ("**AHAC**"), together with VALIC and CSIC, the "**Original Lenders**") made a loan to Assignor, in the original aggregate principal amount of \$69,000,000.00 (the "**Loan**"). On or about June 18, 2014, AIG Specialty Insurance Company (formerly known as CSIC) assigned its interest in the Loan to National Union Fire Insurance Company of Pittsburgh, PA., a Pennsylvania corporation ("**NUFIC**"). As of February 16, 2017, each of NUFIC and AHAC assigned their respective interests in the Loan to AGLIC as further described below.

C. The Loan is secured by, among other things, (a) that certain Mortgage, Security Agreement, Fixture Filing, Financing Statement and Assignment of Leases and Rents, dated as of the Original Closing Date and recorded July 30, 2013 as Document Number 1321110045 in the official records of the Clerk's Office of Cook County, Illinois (the "**Recorder's Office**"), by Assignor in favor of Original Lenders, as assigned by AIG Specialty Insurance Company (formerly known as CSIC) to NUFIC pursuant to that certain Assignment of Mortgage, Security Agreement, Fixture Filing, Financing Statement and Assignment of Leases and Rents, dated as of June 18, 2014 and recorded on June 25, 2014 as Document Number 1417608005, in the Recorder's Office and as assigned by AHAC and NUFIC to AGLIC pursuant to that certain Assignment of Mortgage, Security Agreement, Fixture Filing, Financing Statement and

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Assignment of Leases and Rents, effective as of February 16, 2017 and recorded on June 29, 2017 as Document Number 1718017033, in the Recorder's Office (as the same may have been amended, restated and/or supplemented from time to time, the "**Original Mortgage**"), and (b) that certain Assignment of Leases and Rents dated as of the Original Closing Date and recorded July 30, 2013 as Document Number 1321110046 in the Recorder's Office, by Assignor in favor of Original Lenders, as assigned by AIG Specialty Insurance Company (formerly known as CSIC) to NUFIC pursuant to that certain Assignment of Assignment of Leases and Rents, dated as of June 18, 2014 and recorded on June 25, 2014 as Document Number 1417608006, in the Recorder's Office and as assigned by AHAC and NUFIC to AGLIC pursuant to that certain Assignment of Assignment of Leases and Rents, effective as of February 16, 2017 and recorded on June 29, 2017 as Document Number 1718017034, in the Recorder's Office (as the same may have been amended, restated and/or supplemented from time to time, the "**Original ALR**"). The Original Mortgage and the Original ALR cover certain real property as more particularly described in Exhibit A (the "**Property**"). The Original Mortgage, the Original ALR, and the other "Loan Documents" described and defined in the Original Mortgage shall be referred to herein collectively as the "**Original Loan Documents**".

D. Assignor has made a request to Assignee that, effective as of the date hereof, Assignee modify certain terms, provisions, and conditions of the Original Loan Documents (the "**Loan Modification Request**").

E. Assignee, solely as a courtesy to Assignor and without any obligation to do so, has agreed to the Loan Modification Request, provided and on the condition that, among other things, Assignor amend and restate the Original Mortgage as provided in that certain Amended and Restated Mortgage, Security Agreement, Fixture Filing, Financing Statement and Assignment of Leases and Rents (as the same may be further amended, consolidated, extended, supplemented, restated and/or otherwise modified from time to time, the "**Amended and Restated Mortgage**") dated as of the date hereof, and that Assignor and Guarantor, as applicable, execute and deliver (i) the Amended and Restated Mortgage, (ii) this Amendment, (iii) that certain Omnibus Amendment and Reaffirmation of Loan Agreement, dated as of the date hereof, by and between Assignor, Guarantor and Assignee (the "**Omnibus Amendment**"), and (iii) the other Loan Modification Documents (as defined in the Omnibus Amendment). The Loan Modification Documents and the Original Loan Documents, as modified, amended, restated, supplemented, extended and/or replaced, as applicable, by the Loan Modification Documents, and any other documents evidencing or securing the Loan, or executed in connection therewith, and any amendments, modifications, restatements, renewals and extensions thereof, are referred to herein collectively as the "**Loan Documents**".

E. In connection with the Loan Modification Request, Assignor and Assignee desire to amend the terms of the Original ALR as set forth herein.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, and other good and valuable consideration in hand, the parties hereto agree as follows:

1. **Recitals.** The recitals set forth above in this Amendment, together with the terms defined therein, are incorporated herein and made a part hereof by reference.

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2. **Definitions.** Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Original ALR.

3. **Amendments to Original ALR.**

(a) The term "Mortgage" as used in the Original ALR shall mean the Amended and Restated Mortgage.

(b) The term "Loan Documents" as used in the Original ALR shall mean the "Loan Documents" as defined in the Amended and Restated Mortgage.

(b) The term "Notes" as used in the Original ALR shall mean the "Notes" as defined in the Amended and Restated Mortgage.

4. **Conflicts and Reaffirmation.** In the event of any conflict among the terms, conditions and provisions of the Original ALR and this Amendment, the terms, conditions and provisions of this Amendment shall control. Assignor hereby agrees that, except as expressly set forth herein, all terms and conditions of the Original ALR shall remain unchanged. The terms, conditions and provisions of the Original ALR, as modified in this Amendment, shall be in full force and effect. Assignor hereby reaffirms all of the obligations of Assignor under the Original ALR, as the same may be modified by this Amendment.

5. **Severability.** Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, however, if any provision of this Amendment is deemed to be invalid or unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (i) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of Assignee in order to carry out the intentions of the parties hereto as nearly as may be possible, and (ii) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

6. **Governing Law; Form.**

(a) The substantive laws of the State of Illinois shall govern the validity, construction, enforcement and interpretation of this Amendment without reference to conflicts of law principles.

(b) Any legal suit, action or proceeding against Assignee or Assignor arising out of or relating to this Amendment shall be instituted in any federal or state court located in or serving the County of Cook, State of Illinois and Assignor waives any objections which it may now or hereafter have based on venue and/or forum non conveniens of any such suit, action or proceeding, and Assignor hereby irrevocably submits to the jurisdiction of any such court in any suit, action or proceeding.

7. **Counterparts.** This Amendment may be signed in multiple counterparts, each of which constitute an original and, taken together, shall constitute a single agreement.

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8. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

9. **Captions.** The captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Amendment.

10. **No Further Obligation to Amend or Modify.** Notwithstanding anything contained in this Amendment or the Loan Documents to the contrary, or any prior act of Assignee or any procedure established by Assignee with regard to the Loan, Assignor hereby acknowledges and agrees that Assignee is entering into this Amendment solely as a courtesy to Assignor and each Guarantor, and without any obligation to do so and that Assignee shall have no obligation to enter into any further amendments of any of the Loan Documents.

11. **Representation by Counsel.** Each of the parties hereto acknowledge that such party was represented by counsel in connection with the negotiation and drafting of this Amendment, and that this Amendment shall not be subject to the principle of construing their meaning against the party that drafted same.

12. **Conflicting Provisions.** In the event of any conflict between this Amendment and any of the Original Loan Documents, the terms of this Amendment shall govern and control.

13. **No Waiver by Assignee.** The execution of this Amendment and acceptance of any documents related hereto shall not be deemed to be a waiver by Assignee of any breach, Default or Event of Default under the Loan Documents or any other security document held by Assignee, whether or not known to Assignee and whether or not existing on the date of this Amendment, and Assignee reserves any and all rights and remedies with respect thereto.

18. **Further Assurances.** Assignor shall cooperate with Assignee and shall execute and deliver, or cause to be executed and delivered, all such other documents and instruments, and shall take all such other action that Assignee may reasonably request from time to time in order to accomplish and satisfy the provisions and purposes of this Amendment.

19. **Entire Agreement.** This Amendment and the Loan Documents contain the entire agreement between the parties hereto as to the subject matter hereof and there are no other terms, obligations, covenants, representations, warranties, statements or conditions, oral or otherwise, of any kind, except as set forth herein.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Amendment to be duly executed and delivered as of the date first above written.


ASSIGNOR:

ONE EAST WACKER PARTNERS LLC, a
Delaware limited liability company

By: 
Name: Robert Karfunkel
Title: Manager

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

On the 8th day of AUGUST in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared, ROBERT KARFUNKEL personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



(Signature and office of individual taking acknowledgment.)
Notary Public
My Commission Expires: 6/23/26

ROBERT S. BLOOM
Notary Public State of New York
Qualified in New York County
No. 01BL4863773
Commission Expires June 23, 2026

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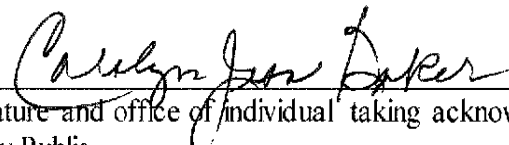
**THE VARIABLE ANNUITY LIFE
INSURANCE COMPANY**, a Texas corporation

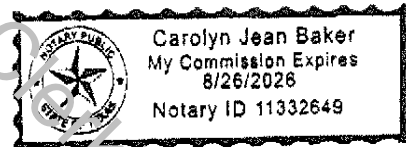
By: AIG Asset Management (U.S.), LLC, its:
Investment Advisor

By: 
Name: Jeffrey S. Flinn
Title: Managing Director

STATE OF Texas)
COUNTY OF Harris) ss.:

On the 7th day of August in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared, Jeffrey S. Flinn, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


(Signature and office of individual taking acknowledgment.)
Notary Public
My Commission Expires:



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EXHIBIT A

LEGAL DESCRIPTION

LOTS 1 TO 8 IN BLOCK 8 IN FORT DEARBORN ADDITION TO CHICAGO, THE WHOLE SOUTHWEST FRACTIONAL $\frac{1}{4}$ OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 17-10-302-027-0000 and 17-10-302-028-0000

Common Address: One East Wacker Drive, Chicago, Illinois 60601.