This document prepared by and after recording return to: Judith A. El-Amin, Esq.
Assistant Corporation Counsel
Department of Law
121 North LaSalle Street, Room 600
Chicago, IL 60602

AMENDMENT TO AMENDED AND RESTATED REDEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT (this "Amendment) is made and entered into as of the 27th day of November, 2013 between the City of Chicago by and through its Department of Housing and Economic Development (the "City") and W2005 CMK Realty, LLC, a Delaware limited liability company (the "Developer").

RECITALS

- A. The City and the Developer entered into that certain Amended and Restated W2005 CMK Realty, L.L.C. Redevelopment Agreement (the "Agreement") dated and recorded on December 21, 2012 in the Office of the Cook County Recorder of Deeds, (the "Recorder's Office") as document number 1235610044 related to the Project, as defined in the Agreement, located on certain property located within the Redevelopment Area at 83rd Street and Stewart Avenue, Chicago, Illinois 60620 and legally described on Exhibit A hereto.
- B. The Agreement amended and restated that certain W2005 CMK Realty, L.L.C. Redevelopment Agreement (the "Original RDA") dated February 22, 2006 and recorded in the Recorder of Deeds on February 23, 2006 as document number 0605410032, as amended by that certain First Amendment to the Original RDA, dated June 11, 2008 and recorded in the Recorder's Office on November 14, 2008 as document number 0831939017, as amended by

that certain Second Amendment to the Original RDA, dated January 18, 2011 and recorded in the Recorder's Office on January 26, 2011 as document number 1102644043.

C. The Developer and the City desire to amend the Agreement in accordance with the terms hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Developer and the City agree as hereinafter set forth:

AGREEMENTS

- 1. <u>Incorporation of Recitals</u>. The above recitals are incorporated herein by reference and constitute a material part hereof.
- 2. <u>Capitalized Terms</u>. Capitalized terms used in this Amendment shall have the meanings set forth herein or, if not defined herein, shall have the meanings given in the Agreement.
 - 3. The Agreement is amended as set forth below.
 - A. <u>Section 2 Definitions Amended</u>. Delete in its entirety the definitions for City Note 1, City Note B, City Note C, City Note 1 Interest Rate, Lock-Out Period, Lock-Out Period Commencement Date, and Pay-as-You-Go Payments from the Agreement and replace with the following language for each respective definition:
- "City Note 1" shall mean the tax-exempt City of Chicago Tax Increment Allocation Revenue Note (83rd/Stewart Redevelopment Project Area), Tax-Exempt Series 20__, to be in the form attached hereto as **Exhibit M-4**, in a maximum principal amount of \$5,527,000 issued by the City to the Developer on a date designated by the Developer but in no event later than 36 months following the issuance of the Final Completion Certificate, bearing interest at the City Note 1 Interest Rate, and as more fully described in **Section 4.03** hereof.
- "City Note B" shall mean the tax-exempt City of Chicago Tax Increment Allocation Revenue Note (83rd/Stewart Redevelopment Project Area), Tax-Exempt Series 20__B, to be in the form attached hereto as Exhibit M-3, in the maximum principal amount of \$1,759,095 issued by the City to the Developer as herein set forth on a date designated by Developer but in no event later than 36 months following the issuance of the Final Completion Certificate, bearing interest at the City Note B Interest Rate, and as more fully described in Section 4.03 hereof.
- "City Note C" shall mean the taxable City of Chicago Tax Increment Allocation Revenue Note (83rd/Stewart Redevelopment Project Area), Taxable Series 20__C, to be in the form attached hereto as Exhibit M-5, in the maximum principal amount of \$5,540,000 (exclusive of the Chatham Ridge Funds of \$1,100,000 and the pay-as-you go assistance of up to \$10,623,905), issued by the City to the Developer as herein set forth on a date designated by Developer but in no event later than 36 months following the issuance of the Final Completion Certificate, bearing interest at the City Note C Interest Rate, and as more fully described in Section 4.03 hereof.

"City Note 1 Interest Rate" shall mean an annual rate of seven percent (7%).

"Lock-Out Period" shall mean the period which is three (3) years following the issuance of the City Note 1, City Note B, and City Note C, respectively.

"Lock-Out Period Commencement Date" shall mean the date of the issuance of the City Note 1, City Note B, and City Note C, respectively.

"Pay-as-You-Go Payments" shall mean payments of Excess Incremental Taxes to the Developer each year for the Term of the Agreement (as well as any Excess Incremental Taxes generated in the last year of the Redevelopment Plan but not otherwise payable and received by the City until the following year) if and to the extent available after payments of Incremental Taxes have been made to the Developer on, as applicable, City Note A and City Note 1, as well as City Note B and City Note C (as detailed in Section 4.03(d)(iii)); provided, however, that the aggregate principal amount of City Note 1, City Note B, City Note C, the Chatham Ridge Funds, and Pay-as-You Go Payments shall not exceed the lesser of (a) the amount of certified TIF-Funded Improvements, (b) \$24,550,000 and (c) 31.86% of the Project Budget. The total amount of Pay-as-You Go Payments shall be \$10,623,905 and shall include any monies paid to Developer from Incremental Taxes on account as of the date of this Agreement in the 83rd/Stewart Redevelopment Project Area Special Tax Allocation Fund.

- B. <u>Section 4.03 Amended</u>. The following subsections below are deleted from the Agreement and replaced in its entirety with the language indicated for each subsection below.
- "4.03 **City Funds**. The City will provide up to a maximum amount of \$24,550,000 to the Developer. This sum consists of \$1,100,000 of Chatham Ridge Funds, up to \$5,527,000 in City Note 1, up to \$1,759,095 in City Note B, up to \$5,540,000 in City Note C and up to \$10,623,905 of Pay-as-You-Go Payments from Excess Incremental Taxes.
 - (b) Sources of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this <u>Section 4.03</u> and <u>Section 5</u> hereof, the City hereby agrees to reimburse the Developer for TIF-Funded Improvements (including \$1,100,000 of the Chatham Ridge Funds and Pay-as-You-Go Payments) in an amount not to exceed the lesser of (i) Twenty Four Million, Five Hundred Fifty Thousand Dollars (\$24,550,000) or (ii) 31.86% of Project Budget. The City's financial commitment will be as follows:
 - (ii) On the Closing Date, a payment to the Developer of any monies from Incremental Taxes on account as of the date of the Agreement.
 - (iii) In 2013, a payment to the Developer in the amount of \$623,905 attributed to the 2012 Incremental Taxes related to Permanent Index Numbers 20-33-405-013-0000 and 20-33-405-014-0000
 - (iv) Within 36 months following the issuance of the Final Completion Certificate, the City, upon the Developer's request, shall issue City Notes 1, B and C to the Developer and shall cancel City Note A. The City Notes shall be in the amounts set forth in Section 2 (and not to exceed the TIF-eligible expenses incurred by the Developer). City also will provide up to Ten Million Six Hundred Twenty-Three Thousand Nine Hundred Five

Dollars (\$10,623,905) to the Developer in the form of Pay-as-You-Go Payments.

- (c) Road Work Reimbursement. The City has reimbursed the Developer (separate from the City Funds) an amount of One Million One Hundred Thousand Dollars (\$1,100,000), from proceeds of the City's Tax Increment Allocation Bonds (Chatham Ridge Redevelopment Project) Series 2002 ("Chatham Ridge Funds"), for the portion of the Road Work relating to 85th Street.
- (d) Priority of TIF Funds.
 - (i) Subject to the availability of Excess Incremental Taxes (as detailed in Section 4.03(d)(iii) below), upon the issuance of the Final Completion Certificate, Pay-as-You-Go Payments shall be paid to the Developer (x) on the Closing Date up to the amount of Incremental Taxes on account as of the date of the Agreement, (y) in 2013, prior to the issuance of City Note 1, in the amount of \$623,905, and (z) thereafter annually for the Term of this Agreement up to an aggregate amount (including the Closing Date and the 2013 Pay-as-You-Go Payments) not to exceed \$10,623,905. Notwithstanding anything to the contrary contained in the Agreement, upon the occurrence of an Event of Default and/or Occupancy Default which constitutes an Event of Default, the City shall be permitted to suspend the Pay-as-You-Go Payments to the Developer contemplated herein until such Event of Default of Occupancy has been cured. Notwithstanding anything to the contrary contained herein, in the event City Notes 1, B and C are not issued within the period of 36 months following issuance of the Final Completion Certificate, the City's obligations with respect to payment of Incremental Taxes under City Note A and the Pay-as-You Go Payments shall be limited to sums which in the aggregate do not exceed \$23,450,000.
 - (iii) Subject to the immediately preceding section, below is a summary of the relative priority of annual payments to the financial obligations presented above from Incremental Taxes beginning in 2014:

Sixth Call (6th):

All Excess Incremental Taxes not needed for calls One through Five shall be paid to the Developer in the form of Pay-as-You-Go Payments; provided, however, in no event shall such Pay-as-You-Go Payments exceed \$10,623,905, which includes any payment made on the Closing Date to the Developer.

Notwithstanding anything to the contrary contained herein, in the event City Notes 1, B and C are not issued within the period of 36 months following issuance of the Final Completion Certificate, the City's obligations with respect to payment of Incremental Taxes under City Note

A and the Pay-as-You Go Payments shall be limited to sums which in the aggregate do not exceed \$23,450,000.

- 6. <u>Full Force and Effect</u>. Except as amended hereby, the Agreement shall remain in full force and effect, and the terms of such Agreement are incorporated herein by reference, as if fully set forth herein.
- 7. <u>Miscellaneous</u>. In the event of any inconsistency between the terms of this Amendment and the Agreement, this Amendment shall govern and control in all instances.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Amendment has been signed as of the date first written above.

W2005 CMK REALTY, LLC a Delaware limited liability company

Name: Its: __

CITY OF CHICAGO, acting by and through its Department of Housing and Economic Development

Andrew J. Mooney By:

Its: Commissioner

IN WITNESS WHEREOF, this Amendment has been signed as of the date first written above.

W2005 CMK REALTY, LLC a Delaware limited liability company

By:	
Name:	
Its:	

CITY OF CHICAGO, acting by and through its Department of Housing and Economic Development

Bv:

Andrew J. Mooney

Its: Commissioner

STATE OF ILLINOIS)

) SS

OFFICIAL SEAL THOMAS R BRASHLER NOTARY PUBLIC - STATE OF ILLINOIS

COUNTY OF COOK)

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Donald J. Allen, 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 in his/her capacity as Manager of Monroe Asset Management LLC, Manager of W2005 CMK Realty, LLC, he/she signed and delivered the said instrument pursuant to authority, as his/her free and voluntary act, and as the free and voluntary act and deed of the Developer, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of November, 2013.

Notary Public

My Commission Expires (2/5/14)

EAST\31208729.5

(SEAL)

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Andrew J. Mooney, personally known to me to be Acting Commissioner of the Department of Community Development of the City of Chicago, Illinois (the "City") and 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 as such Acting Commissioner, (s)he signed and delivered the said instrument pursuant to authority, as his/her free and voluntary act, and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of November, 2013.

OFFICIAL SEAL
PATRICIA SULEWSKI
NOTARY PUBLIC - STATE OF ILLINOIS

(SEAL)

Tatricia Sulewske

My Commission Expires 5/7/14

EXHIBIT A to First Amendment

Legal Description of the Property

PROPERTY

PARCEL 1:

AN IRREGULAR PARCEL OF LAND IN THE SOUTHWEST QUARTER AND IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING PART OF LOTS 1 TO 4 AND PART OF LOTS 14 TO 17 IN SEYMOUR ESTATE SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF LOT C IN CHICAGO AND WESTERN INDIANA RAILROAD COMPANY'S SUBDIVISION OF PART OF SECTION 33, AFORESAID DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 33, AFORESAID, 1249.59 FEET SOUTH OF THE NORTHWEST CORNER THEREOF. SAID POINT BEING ON THE SOUTHERLY TERMINUS OF SOUTH STEWART AVENUE AS SHOWN IN DOCUMENT NUMBER 19624147; THENCE SOUTH 89° 59' 22" EAST ALONG A LINE PERPENDICULAR TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 46.00 FEET; THENCE NORTH 0° 00' 38" EAST ALONG A LINE PARALLEL TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 33, AFORESAID, A DISTANCE OF 100.00 FEET; THENCE NORTH 89° 59' 22" WEST, 13.00 FEET TO A POINT ON A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 33 AFORESAID: THENCE NORTH 0° 00' 38" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 1116.60 FEET TO A POINT ON A LINE 33 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 33 AFORESAID; THENCE NORTH 89° 58' 06" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 1290.02 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33 AFORESAID; THENCE SOUTH ALONG SAID EAST LINE. A DISTANCE OF 969.78 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33 AFORESAID; THENCE SOUTH 89° 44' 06" WEST, 32.68 FEET ALONG SAID NORTH LINE: THENCE SOUTHWESTERLY ALONG THE ARC OF A CIRCLE OF 353.77 FEET RADIUS, CONVEX SOUTHEASTERLY AND WHOSE CHORD BEARS SOUTH 32° 07' 57" WEST TO A POINT WHICH IS 60.26 FEET NORTH OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION AND 205.46 FEET WEST OF THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION: THENCE SOUTH 55° 06' 42" WEST TO A POINT WHICH IS 7.20 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION AND 303.04 FEET WEST OF THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION: THENCE SOUTH 62° 15' 42" WEST ALONG A LINE FORMING AN ANGLE OF 7° 09' AS MEASURED FROM SOUTH TO WEST WITH THE EXTENSION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 314.97 FEET TO A POINT OF CURVE: THENCE SOUTHWESTERLY 92.365 FEET ALONG THE ARC OF A CIRCLE OF

273.04 FEET RADIUS, CONVEX NORTHWESTERLY, TANGENT TO THE LAST DESCRIBED COURSE AND WHOSE CHORD BEARS SOUTH 52° 34' 17" WEST: THENCE ALONG THE FOLLOWING COURSES BEING THE EASTERLY LINE OF THE TRACT OF LAND DESCRIBED IN LEASE AGREEMENT DOCUMENT NUMBER 19597865; SOUTHWESTERLY 176.104 FEET ALONG THE ARC OF A CIRCLE OF 273.04 FEET RADIUS, CONVEX WESTERLY AND WHOSE CHORD BEARS SOUTH 24° 24' 08" WEST; THENCE SOUTH 5° 55' 30" WEST, 195.434 FEET, ALONG A LINE TANGENT TO SAID ARC, TO A LINE DRAWN 746,50 FEET (MEASURED PERPENDICULARLY) WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE SOUTH ALONG SAID PARALLEL LINE 85.912 FEET; THENCE SOUTHWESTERLY 94,444 FEET ALONG A LINE DRAWN 10.00 FEET SOUTHEASTERLY OF AND CONCENTRIC WITH THE CENTER LINE OF A RAILROAD TRACT AS NOW CONSTRUCTED AND OCCUPIED; SAID CONCENTRIC LINE BEING THE ARC OF A CIRCLE OF 396.37 FEET RADIUS. CONVEX SOUTHEASTERLY AND WHOSE CHORD BEARS SOUTH 26° 34' 54.5" WEST TO A POINT OF REVERSE CURVE; THENCE CONTINUING SOUTHWESTERLY 142.38 FEET ALONG SAID REVERSE CURVE, BEING A LINE DRAWN 10.00 FEET SOUTHEASTERLY OF AND CONCENTRIC WITH THE CENTER LINE OF SAID RAILROAD TRACK AND AN ARC OF A CIRCLE OF 314.94 FEET RADIUS, CONVEX NORTHWESTERLY AND WHOSE CHORD BEARS SOUTH 20° 27' 23" WEST TO A POINT ON A LINE 838.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, AFORESAID; THENCE NORTH 73.667 FEET ALONG SAID PARALLEL LINE TO A POINT ON SAID LINE 787.24 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33 AFORESAID (AS MEASURED ALONG SAID PARALLEL LINE); THENCE SOUTHERLY 231.77 FEET ALONG THE ARC OF A CIRCLE 347.77 FEET RADIUS, CONVEX WESTERLY AND WHOSE CHORD BEARS SOUTH 0° 44' 46" EAST; THENCE SOUTH 19° 50' 18" EAST, 121.82 FEET; THENCE SOUTH 4° 32' 48" EAST ALONG A LINE FORMING AN ANGLE OF 15° 17' 30" AS MEASURED FROM EAST TO SOUTH WITH THE EXTENSION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 17.0 FEET, MORE OR LESS, TO A POINT WHICH IS 194.82 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 89° 20' 48" WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION, 2.79 FEET; THENCE SOUTH 7° 56' 32" EAST, 113.40 FEET; THENCE SOUTH 89° 55' 42" WEST, 79.52 FEET; THENCE NORTH 40° 28' 12" WEST, 44.538 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SOUTH HOLLAND ROAD AS SHOWN IN DOCUMENT NUMBER 19624147 AFORESAID: THENCE NORTH 22° 43' 48" EAST ALONG SAID SOUTHEASTERLY LINE. 23.563 FEET: THENCE SOUTH 67° 16' 12" EAST, 17.0 FEET; THENCE NORTH 22° 43' 48" EAST, 90.00 FEET; THENCE NORTH 67° 16' 12" WEST ALONG THE NORTHERLY TERMINUS OF SOUTH HOLLAND ROAD AFORESAID 100.00 FEET; THENCE SOUTH 22° 43' 48" WEST, 71.638 FEET; THENCE NORTH 40° 28' 12" WEST, 72.474 FEET; THENCE NORTH 26° 05' 42" WEST, 3.34 FEET; THENCE NORTHWESTERLY 220.88 FEET ALONG THE ARC OF A CIRCLE OF 1432.69 FEET RADIUS, CONVEX TO THE SOUTHWEST AND WHOSE CHORD BEARS NORTH 21° 40' 42" WEST; THENCE NORTH 19° 27' 42" WEST, 333.80 FEET; THENCE NORTHWESTERLY 104.74 FEET ALONG THE ARC OF A CIRCLE OF 342.26 FEET RADIUS. CONVEX TO THE SOUTHWEST, TANGENT TO THE LAST DESCRIBED COURSE AND WHOSE CHORD BEARS NORTH 10° 41' 42" WEST; THENCE NORTH 1° 55' 42" WEST, 56.68 FEET: THENCE NORTHWESTERLY 78.80 FEET ALONG THE ARC OF A CIRCLE OF 376.26 FEET RADIUS, CONVEX TO THE NORTHEAST TANGENT TO THE LAST DESCRIBED COURSE AND WHOSE CHORD BEARS NORTH 7° 55' 42" WEST: THENCE NORTH 13° 55' 42" WEST. 39.90 FEET: THENCE NORTHWESTERLY 51.04 FEET ALONG THE ARC OF A CIRCLE OF 1163.28 FEET RADIUS CONVEX TO THE NORTHEAST AND TANGENT TO THE LAST DESCRIBED COURSE TO THE POINT OF INTERSECTION WITH THE SOUTHWESTERLY LINE OF VACATED SOUTH HOLLAND ROAD AS SHOWN IN DOCUMENT 19624148; THENCE NORTH 22° 06' 16" WEST ALONG SAID SOUTHWESTERLY LINE OF VACATED SOUTH HOLLAND ROAD TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 89° 39' 26" WEST ALONG SAID NORTH LINE TO A POINT ON A LINE 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION: THENCE NORTH 0° 00' 38" EAST ALONG THE LAST DESCRIBED PARALLEL LINE TO A POINT ON A LINE DRAWN PERPENDICULAR TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION THROUGH THE PLACE OF BEGINNING; THENCE SOUTH 89° 59' 22" EAST ALONG SAID PERPENDICULAR LINE, BEING ALSO THE SOUTHERLY TERMINUS OF SOUTH STEWART AVENUE AFOREMENTIONED, TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM THAT PART, IF ANY, FALLING IN THE WEST 33 FEET OF LOT 17 IN SEYMOURS SUBDIVISION CONVEYED TO THE CITY OF CHICAGO BY DOCUMENT 25965445.

PARCEL 2:

AN IRREGULAR PARCEL OF LAND IN THE SOUTHWEST QUARTER AND IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING PART OF LOT C IN CHICAGO AND WESTERN INDIANA RAILROAD COMPANY'S SUBDIVISION OF PART OF SECTION 33 AFORESAID AND A PART OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2 IN 87th-DAN RYAN HOME DEPOT SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33. TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 10' 39' 07" WEST ALONG WITH THE WEST LINE OF LOT 2 FOR A DISTANCE OF 219.63 FEET TO A BEND IN SAID WEST LINE; THENCE NORTH 22' 06' 22"WEST ALONG SAID WEST LINE 202.0 FEET TO ANOTHER BEND THEREIN; THENCE NORTH 00' 04' 50" WEST ALONG SAID WEST LINE 110.38 FEET TO A CORNER OF SAID LOT 2: THENCE NORTH 00' 00' 02" WEST 73.66 FEET; THENCE SOUTHERLY 231.77 FEET ALONG AN ARC OF A CIRCLE CONVEX WESTERLY WITH A RADIUS OF 347.77 FEET AND WHOSE CHORD BEARS SOUTH 00' 44' 54" EAST A DISTANCE OF 227.50 FEET: THENCE SOUTH 19' 50' 21" EAST 121.82 FEET; THENCE SOUTH 04' 32' 51" EAST 17.0 FEET; THENCE SOUTH 89' 20' 48" WEST 2.79 FEET; THENCE SOUTH 07' 56' 32" EAST 113.40 FEET; THENCE SOUTH 89' 55' 42" WEST 79.52 FEET; THENCE SOUTH 37'

28' 41' EAST 146.33 FEET TO THE SOUTH LINE OF LOT 2 EXTENDED WEST BEING ON THE NORTH LINE OF 87th STREET; THENCE NORTH 89' 20' 48" EAST ALONG SAID EXTENSION 48.72 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PINs:

20-33-412-001-0000 20-33-412-002-0000 20-33-412-003-0000 20-33-405-010-0000 20-33-405-011-0000 20-33-405-012-0000 20-33-412-004-0000 20-33-412-005-0000 20-33-412-006-0000 20-33-405-013-0000 20-33-405-014-0000 20-33-405-015-0000 20-33-405-016-0000 20-33-405-017-0000 20-33-405-018-0000 20-33-405-019-0000 20-33-405-020-0000 20-33-405-021-0000 20-33-412-007-0000 20-33-412-008-0000 20-33-305-121-0000 25-04-200-031-0000 20-33-405-022-0000 25-04-200-033-0000