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Cook County Recorder 29.00

Prepared by:

William J. Ralph, Esq.
Winston & Strawn
35 West Wacker Dr.
Chicago, Illinois 60601



After recording return to:

Kathleen Pearson, Esq.
Shearman and Sterling
599 Lexington Ave.
New York, NY 10022

AGREEMENT

THIS AGREEMENT made and entered into this 15th day of November, 2000, by and between **MERRILL LYNCH, PIERCE, FENNER & SMITH, INCORPORATED** (hereinafter "Tenant"), and **DGZ-DEKABANK** (hereinafter "Mortgagee").

WITNESSETH:

WHEREAS, by lease agreement made as of April 1, 1997; as amended on July 20, 1999 and April 11, 2000; and by a Consent to Sublease dated August 15, 2000; Tenant leased from landlord's predecessor in interest, American National Bank and Trust Company, as Trustee under Trust No. 42198 and Trust No. 42199, as Landlord, for a term commencing April 1, 1997 and expiring March 3, 2007 (collectively the "Lease") certain premises more specifically described in the Lease ("Premises") and located in the office building at 33 West Monroe Street, Chicago, Illinois ("Building") located on the land (the "Land") legally described as:

The East 3/4 of Lot 2 and that part of Lot 1 lying East of the East Line of Dearborn Street in Block 141 in the School Section Addition to Chicago in Section 18, Township 39 North, Range 14, East of the Third Principal Meridian,

also

The East Quarter of Lot 2 in Block 141 in School Section Addition to Chicago,

also

All that part of Lot 3 in said Block 141 in School Section Addition to Chicago which lies West of a line drawn North and South through said Lot 3 Parallel with the West Line of State Street and distant 130 feet therefrom, in the East Half of the North East Quarter of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois;

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and commonly known as 33 West Monroe Street, in the City of Chicago, Cook County, Illinois, together with all appurtenances thereto, and

WHEREAS, Article 20 of the Lease provides that the rights of Tenant under said Lease may be made subject and subordinate to the lien of any mortgage now or hereafter in force against the Land, Building or Landlord's leasehold interest in the Land (all as more specifically defined in the Lease); provided, however, that such mortgagee enters into a nondisturbance agreement with Tenant; and

WHEREAS, Mortgagee has requested that Tenant subordinate its Lease to the mortgage loan (the "Mortgage") to be made by Mortgagee.

NOW, THEREFORE, in consideration of the premises and of Ten Dollars (\$10.00) in hand paid, each to the other, the receipt and sufficiency of which is hereby acknowledged, Tenant and Mortgagee agree hereto as follows:

1. Tenant agrees that the Lease shall be subject and subordinate to the lien of the Mortgage, and that in the event of foreclosure of the Mortgage or a conveyance in lieu of foreclosure of the Mortgage, Tenant will continue occupancy of the Premises under the terms of the Lease and shall attorn to and recognize Mortgagee as Landlord, or any receiver or purchaser of the Premises in the event of foreclosure.

2. Mortgagee hereby agrees that no action will be taken by the Mortgagee under the Mortgage or any assignment of the Lease for security purposes thereof taken in connection therewith or the note secured thereby, to enforce the rights of the Mortgagee thereunder, which shall disturb or affect the Lease or any of Tenant's rights thereunder unless and until Tenant is in default under the terms of the Lease and such default continues beyond the expiration of any applicable grace or cure period, and the Lease shall continue in full force and effect and Mortgagee, its successors or assigns, or any other party (the "Foreclosure Purchaser") acquiring the Premises upon foreclosure sale, as the case may be, shall automatically recognize the Lease and Tenant's rights thereunder and will thereby establish direct privity of estate and contract as between Mortgagee, its successors or assigns, or the Foreclosure Purchaser, its successors or assigns, as if the Lease were originally made directly from Mortgagee, its successors or assigns, or the Foreclosure Purchaser, its successors or assigns, in favor of Tenant, its successors or assigns.

3. The references to Tenant and Mortgagee herein shall include their respective successor and/or assigns.

Mortgagee's recognition of Tenant's Lease under the terms of this Agreement shall not in itself be deemed an acknowledgment by Mortgagee of the validity of any claims of Tenant existing at the time of such recognition.


MORTGAGEE:

DGZ-DEKABANK

By: _____
Name: _____
Title: _____

TENANT:


**MERRILL LYNCH, PIERCE, FENNER &
SMITH INCORPORATED**


By:  _____
Name: **Richard D. Liljeston**
Title: **Vice President**

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MORTGAGEE:

DGZ-DEKABANK

By: 
 Name: Zimmermann
 Title: S. V. P.


 Name: Roggeri
 Title: VICE PRESIDENT

TENANT:

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

By: _____
 Name: _____
 Title: _____

Property of Cook County Clerk's Office

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STATE OF *New Jersey*
COUNTY OF *Middlesex* ^{SS}

01017737

I, *Carmen Gulnac*, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT *Richard W. Lilliston*, personally known to me to be the *Vice President* of **MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED** and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, as such, he/she signed, sealed and delivered the said instrument pursuant to proper authority given by the Board of Directors of said corporation, as his/her free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 15th day of November, 2000

Carmen Gulnac
Notary Public

Carmen Gulnac
Comm. Exp.: 12/15/07
ID No. 2053550

PROPERTY OF COOK COUNTY CLERK'S OFFICE