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Cook County Recorder 159.00



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TIAA Appl. #IL-666
M-000205800

REPLACEMENT FIRST MORTGAGE AND SECURITY AGREEMENT

by

LASALLE BANK NATIONAL ASSOCIATION,
as successor trustee to LaSalle National Trust, N.A., as successor trustee to LaSalle
National Bank not personally but as Trustee
under Trust Agreement dated March 1, 1984 and known as Trust No. 107701

and JMB/URBAN 900 DEVELOPMENT PARTNERS, LTD.,
jointly and severally, as Borrower

for the benefit of

TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA,

as Lender

Property Known As
900 North Michigan, Chicago, Illinois

This Mortgage was prepared by and
after recordation this Mortgage should be returned to:

Scott B. Toban, Esq.
Mayer Brown & Platt
190 S. LaSalle Street
Chicago, Illinois 60603-3441

BOX 333-CTI

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REPLACEMENT FIRST MORTGAGE AND SECURITY AGREEMENT

THIS REPLACEMENT FIRST MORTGAGE AND SECURITY AGREEMENT made as of this first (1st) day of November, 2000, by and between LASALLE BANK NATIONAL ASSOCIATION ("Trustee"), as successor trustee to LaSalle National Trust, N.A., as successor trustee to LaSalle National Bank, a national bank organized and existing under the laws of the United States of America, not individually, but as trustee under that certain Trust Agreement dated March 1, 1984 (the "Trust Agreement"), and known as Trust No. 107701, having its office and place of business at 135 S. LaSalle Street, Chicago, Illinois (the "Trust"), and JMB/URBAN 900 DEVELOPMENT PARTNERS, LTD., an Illinois limited partnership which is the sole beneficiary of the Trust, having its principal place of business at 900 N. Michigan Avenue, Chicago, Illinois 60611 (the "Beneficiary"; Trust and Beneficiary being jointly and severally and collectively, "Borrower") for the benefit of TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA ("Lender"), a New York corporation, having an address at 730 Third Avenue, New York, New York 10017.

This Mortgage secures obligations up to a maximum amount of principal indebtedness outstanding at any time of Two Hundred Twenty Million Dollars (\$220,000,000), plus accrued and unpaid interest and other sums thereon, including, but not limited to, advances, whenever made, for the payment of taxes, assessments, maintenance charges, insurance premiums, costs incurred for the protection of the Property or the lien of this Mortgage, expenses incurred by Lender by reason of any default by Borrower under this Mortgage, including, without limitation, legal fees and costs incurred by Lender in connection therewith, and advances for construction, alteration or renovation on the Property, together with all other sums due hereunder or under the Note, other Loan Documents or secured hereby.

RECITALS:

A. Lender and Borrower have entered into that certain First Mortgage and Security Agreement, dated October 7, 1988, and recorded on the same date as Document No. 88464427 in the Office of the Recorder of Deeds (the "Official Records") of Cook County, Illinois, pursuant to which (among other things) Borrower granted Lender a mortgage on its interest in certain property as therein described.

B. The First Mortgage and Security Agreement was amended by First Amendment to First Mortgage and Security Agreement ("First Mortgage Amendment"), dated April 20, 1989, by and between Borrower and Lender, which was recorded on May 10, 1989 as Document No. 89209933 in the Official Records.

C. The First Mortgage and Security Agreement was further amended by Second Amendment to First Mortgage and Security Agreement ("Second Mortgage Amendment"), dated January 1, 1993, by and between Borrower and Lender, which was recorded on November 16, 1993 as Document No. 93932805 in the Official Records (the First Mortgage and Security Agreement as amended by the First Mortgage Amendment and the Second Mortgage Amendment are hereinafter collectively referred to as the "First Mortgage").

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D. The First Mortgage secured that certain Second Amended and Restated Mortgage Note No. I, dated as of January 1, 1993, which Second Amended and Restated Mortgage Note No. I amended and restated Amended and Restated Mortgage Note No. I, dated as of April 20, 1989, which in turn amended and restated Mortgage Note No. I, dated October 7, 1988 made, executed and delivered by Borrower to Lender (which notes are collectively referred to as the "First Mortgage Notes").

E. Lender and Borrower have agreed to consolidate and replace the First Mortgage Notes and other notes evidencing indebtedness from Borrower to Lender. In connection therewith, Borrower and Lender have replaced the indebtedness secured in part by the First Mortgage with a loan in the maximum principal amount of \$220,000,000 (the "Loan").

F. To evidence the Loan, Borrower has executed and delivered to Lender that certain Replacement Mortgage Note No. I (the "Note"), dated the date of this Mortgage, in the principal amount of Two Hundred Twenty Million Dollars (\$220,000,000) (that amount or so much as is outstanding from time to time is referred to as the "Principal"), promising to pay the Principal with interest thereon to the order of Lender as set forth in the Note and with the balance, if any, of the Debt being due and payable on December 31, 2010 (the "Maturity Date").

G. To secure the Note, this Mortgage encumbers, among other things, the Borrower's interests under a Lease Agreement (the "Lease Agreement") dated October 7, 1988 between LaSalle National Trust, N.A., as successor trustee to LaSalle National Bank, not personally, but as Trustee under Trust Agreement dated September 1, 1988 and known as Trust No. 113495 ("Ground Lessor") and Trustee, a memorandum of which was recorded on October 7, 1988 as Document No. 88464426 in the Official Records, which Lease Agreement was amended by (i) that certain First Amendment to Lease Agreement (the "First Lease Amendment") dated as of April 20, 1989, by and between Ground Lessor and Trust, a memorandum of which was recorded on May 10, 1989 as Document No. 89209932 in the Official Records and (ii) that certain Second Amendment to Lease Agreement (the "Second Lease Amendment") dated as of January 1, 1993, by and between Ground Lessor and Trustee, a memorandum of which was recorded on November 16, 1993 as Document No. 93932804 in the Official Records, and was amended and restated by that certain Amended and Restated Lease Agreement (the "Amended and Restated Lease") dated of even date herewith by and between Ground Lessor and Trustee, a memorandum of which shall have been recorded prior to the recordation of this Mortgage (the Lease Agreement as amended by the First Lease Amendment, the Second Lease Amendment and the Amended and Restated Lease is hereinafter collectively referred to as the "Ground Lease"), in which Ground Lessor granted to Trustee a leasehold interest in, among other things, the real property located in the City of Chicago, County of Cook, State of Illinois, more particularly described in Schedule A (the "Land").

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ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1. Definitions. Capitalized terms used in this Mortgage are defined in Exhibit A or in the text with a cross-reference in Exhibit A.

Section 1.2. Rules of Construction. This Mortgage will be interpreted in accordance with the rules of construction set forth in Exhibit B.

ARTICLE II

GRANTING CLAUSES

Section 2.1. Encumbered Property. Borrower, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, hereby irrevocably gives, grants, bargains, sells, transfers, assigns, pledges, mortgages and conveys, and Beneficiary warrants and confirms, to Lender, and jointly and severally and irrevocably grants to Lender a security interest in, the following property, rights, interests and estates now or in the future owned or held by Borrower (the "Property") for the uses and purposes set forth in this Mortgage hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois:

(i) all of Borrower's right, title and interest under the Ground Lease and the leasehold interest created under the Ground Lease in the Land;

(ii) all buildings and improvements now or in the future located on the Land (the "Improvements");

(iii) all easements; rights of way or use, including any rights of ingress and egress; streets, roads, ways, sidewalks, alleys and passages; strips and gores; sewer rights; water, water rights, water courses, riparian rights and drainage rights; air rights and development rights; oil and mineral rights; and tenements, hereditaments and appurtenances, in each instance adjoining or otherwise appurtenant to or benefiting the Land or the Improvements;

(iv) all materials intended for construction, re-construction, alteration or repair of the Improvements, such materials to be deemed included in the Land and the Improvements immediately on delivery to the Land; all fixtures and personal property that are attached to, contained in or used in connection with the Land or the Improvements (excluding personal property and fixtures owned by tenants), including: furniture; furnishings; machinery; motors; elevators; fittings; microwave ovens; refrigerators; office systems and equipment; plumbing; heating, ventilating and air conditioning systems and equipment; maintenance and landscaping equipment; lighting, cooking, laundry, dry cleaning, refrigerating, incinerating and sprinkler systems and

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equipment; telecommunications systems and equipment; computer or word processing systems and equipment; security systems and equipment; and equipment leases for any of the property described in this subsection (the "Fixtures and Personal Property");

(v) all agreements (including the Trust Agreement), ground leases, grants of easements or rights-of-way, permits, declarations of covenants, conditions and restrictions, reciprocal easement agreements, disposition and development agreements, planned unit development agreements, management, leasing, brokerage or parking agreements or other material documents affecting the Land, the Improvements or the Fixtures and Personal Property, but expressly excluding the Leases (the "Property Documents");

(vi) all inventory (including all goods, merchandise, raw materials, incidentals, office supplies and packaging materials) held for sale, lease or resale or furnished or to be furnished under contracts of service, or used or consumed in the ownership, use or operation of the Land, the Improvements or the Fixtures and Personal Property, all documents of title evidencing any part of any of the foregoing and all returned or repossessed goods arising from or relating to any sale or disposition of inventory;

(vii) all intangible personal property relating to the Land, the Improvements or the Fixtures and Personal Property, including choses in action and causes of action (except those personal to Borrower), corporate and other business records, designs, promotional materials, blueprints, plans, specifications, patents, patent applications, trademarks, trade names, trade secrets, goodwill, copyrights, registrations, licenses, franchises, claims for refunds or rebates of taxes, insurance surpluses, refunds or rebates of taxes and any letter of credit, guarantee, claim, security interest or other security held by or granted to Borrower to secure payment by an account debtor of any of the accounts of Borrower arising out of the ownership, use or operation of the Land, the Improvements or the Fixtures and Personal Property, and documents covering all of the foregoing; all accounts, accounts receivable, documents, instruments, money, deposit accounts, funds deposited in accounts established with a bank, savings and loan association, trust company or other financial institution in connection with the ownership, use or operation of the Land, the Improvements or the Fixtures and Personal Property, including any reserve accounts or escrow accounts, and all investments of the funds and all other general intangibles relating thereto;

(viii) all awards and other compensation paid after the date of this Mortgage for any Condemnation (the "Condemnation Awards");

(ix) all proceeds of and all unearned premiums on the Policies (the "Insurance Proceeds");

(x) all licenses, certificates of occupancy, contracts, management agreements, operating agreements, operating covenants, franchise agreements, permits and variances relating to the Land, the Improvements or the Fixtures and Personal Property;

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(xi) all books, records and other information, wherever located, which are in Borrower's possession, custody or control or to which Borrower is entitled at law or in equity and which are related to the Property, including all computer or other equipment used to record, store, manage, manipulate or access the information (the "Books and Records");

(xii) all deposits held from time to time by the Accumulations Depository to provide reserves for Taxes and Assessments, together with interest thereon, if any (the "Accumulations");

(xiii) all deposits held from time to time by an escrow holder in accordance with the Escrow and Security Agreement (Taxes) and all accounts established to maintain the deposits together with investments thereof and interest thereon;

(xiv) all after-acquired title to or remainder or reversion in any of the property described in this Section; all additions, accessions and extensions to, improvements of and substitutions or replacements for any of such property; all products and all cash and non-cash proceeds, immediate or remote, of any sale or other disposition of any of such property, excluding sales or other dispositions of inventory in the ordinary course of the business of operating the Land and the Improvements; and all additional lands, estates, interests, rights or other property acquired by Borrower after the date of this Mortgage for use in connection with the Land or the Improvements, all without the need for any additional mortgage, assignment, pledge or conveyance to Lender but Borrower will execute and deliver to Lender, upon Lender's request, any documents reasonably requested by Lender to further evidence the foregoing; and

(xv) one hundred percent (100%) of the beneficial interest in and power of direction under the Trust.

Section 2.2. Habendum Clause. The Property is conveyed to Lender for the benefit of Lender to have and to hold forever. PROVIDED, HOWEVER, that if Borrower pays or causes to be paid to Lender all obligations and sums secured by this Mortgage on the dates and in the manner provided in the Note, this Mortgage and the other Loan Documents, and observes and performs all of the terms, conditions, covenants and obligations contained in the Note, this Mortgage and the other Loan Documents, then this Mortgage shall become void and Lender shall, on receipt of a written request therefor from Borrower, and at Borrower's sole cost and expense, execute and deliver to Borrower such instrument(s) as shall reasonably be required to effect the release and discharge of the lien of this Mortgage of record.

Section 2.3. Security Agreement.

(a) The Property includes both real and personal property and this Mortgage is a real property mortgage and also a "security agreement" and a "financing statement" within the meaning of the Uniform Commercial Code as in effect in the State of Illinois. By executing and delivering this Mortgage, Borrower grants to Lender, as security for the Obligations, a security interest in the Property to the full extent that any of the Property may be subject to the Uniform Commercial Code as in effect in the State of Illinois.

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(b) This Mortgage constitutes a financing statement filed as a fixture filing in the Official Records under the Illinois Uniform Commercial Code with respect to any Property which now or hereafter may become fixtures, and for that purpose, the following information is set forth:

- (a) Name and address of Debtor:
JMB/Urban 900 Development Partners, Ltd.
900 North Michigan Avenue
Chicago, Illinois 60611
- (b) Name and address of Secured Party:
Teachers Insurance and Annuity Association of America
730 Third Avenue
New York, New York 10017
- (c) Description of the types (or items of property covered by this Financing Statement:
all of the property described in section ii-xv of the Section entitled "Encumbered Property".
- (d) Description of real estate to which collateral is attached or upon which it is located:
Described in Schedule A.

Section 2.4. Conditions to Grant. This Mortgage is made on the express condition that if Borrower pays and performs the Obligations in full in accordance with the Loan Documents, then, unless expressly provided otherwise in the Loan Documents, the Loan Documents will be released at Borrower's expense.

Section 2.5. Common Law Assignment. To the extent that any of the Collateral is not subject to the Uniform Commercial Code of the state or states where it is situated, Borrower hereby assigns to Lender all of Borrower's right, title, and interest in and to the Collateral to secure the indebtedness secured hereby, together with the right of set-off with regard to such Collateral (or any part thereof). Release of the lien of this Mortgage shall automatically terminate this assignment.

ARTICLE III

OBLIGATIONS SECURED

Section 3.1. The Obligations. This Mortgage secures the Principal, the Interest, the Late Charges, the Prepayment Premiums, the Expenses, any additional advances made by Lender in connection with the Property or the Loan and all other amounts payable under the Note and the Loan Documents (the "Debt") and also secures both the timely payment of the Debt as and when required and the timely performance of all other obligations and covenants to be performed under the Loan Documents (the "Obligations"). The maximum amount, however,

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included within the Obligations shall not exceed an amount equal to two times customarily leased or financed by office or retail building owners and the face amount of the Note.

ARTICLE IV

TITLE AND AUTHORITY

Section 4.1. Title to the Property.

(a) The Trust (to the extent such property constitutes real property) and the Beneficiary (with respect to all other property) have and will continue to have good and marketable title to the lessee's rights under the Ground Lease and the leasehold interest under the Ground Lease in the Land, and good and marketable title in fee simple absolute to the Improvements and good and marketable title in fee simple absolute to the Fixtures and Personal Property (other than any equipment customarily leased or financed by office or retail building owners and leased or financed in the ordinary course by Borrower) and Beneficiary is the sole owner of the beneficial interest in and the power of direction under the Trust, all free and clear of liens, encumbrances and charges, except the Permitted Exceptions. To Borrower's actual knowledge there are no facts or circumstances that might give rise to a lien, encumbrance or charge on the Property, other than mechanic's or materialman's liens that might arise by reason of a failure to timely pay for tenant improvements presently in progress at the Property.

(b) Borrower owns and will continue to own all of the other Property free and clear of all liens, encumbrances and charges and subject only to the Permitted Exceptions.

(c) This Mortgage is and will remain a valid and enforceable first lien on and security interest in the Property, subject only to the Permitted Exceptions.

Section 4.2. Authority.

(a) Borrower is and will continue to be (i) duly organized, validly existing and in good standing under the Laws of the state or commonwealth in which it was organized or incorporated and (ii) duly qualified to conduct business, in good standing, in the state or commonwealth where the Property is located.

(b) Borrower has and will continue to have all approvals required by law or otherwise and full right, power and authority to (i) own and operate the Property and carry on Borrower's business as now conducted or as proposed to be conducted; (ii) execute and deliver the Loan Documents; (iii) grant, mortgage, warrant the title to, convey, assign and pledge the Property to Lender pursuant to the provisions of this Mortgage; and (iv) perform the Obligations.

(c) The execution and delivery of the Loan Documents and the performance of the Obligations do not and will not conflict with or result in a default under any Laws or any Leases or Property Documents and do not and will not conflict with or result in a default under any agreement binding upon Borrower or Beneficiary.

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(d) The Loan Documents constitute and will continue to constitute legal, valid and binding obligations of Borrower or Beneficiary, as the case may be, enforceable in accordance with their respective terms.

Section 4.3. No Foreign Person. Borrower is not a "foreign person" within the meaning of Section 1445(f)(3) of the Code.

Section 4.4. Litigation. Except for personal injury, property damage or workmen's compensation claims, all of which are covered by insurance, there are no Proceedings or, to Borrower's actual knowledge, Government investigations against or affecting Borrower or the Property and, to Borrower's actual knowledge, there are no facts or circumstances that are likely to give rise to a Proceeding or a Government investigation against or affecting Borrower or the Property.

ARTICLE V

PROPERTY STATUS, MAINTENANCE AND LEASES

Section 5.1. Status of the Property.

(a) Borrower has obtained and will maintain in full force and effect all certificates, licenses, permits and approvals that are issued or required by Law or by any other entity having jurisdiction over the Property or over Borrower or that are necessary in all material respects for the Permitted Use, for occupancy and operation of the Property, for the granting of this Mortgage or for the conduct of Borrower's business on the Property in accordance with the Permitted Use.

(b) The Property is and will continue to be serviced by all public utilities required for the Permitted Use of the Property.

(c) All roads and streets necessary for service of and access to the Property for the current use of the Property have been completed and are and will continue to be serviceable, physically open and dedicated to and accepted by the Government for use by the public.

(d) The Property is free from damage caused by a Casualty.

(e) All costs and expenses of labor, materials, supplies and equipment used in the construction of the Improvements have been paid in full, other than those relating to tenant improvements constructed by tenants, including unpaid tenant improvement allowances from Borrower that are not yet due and payable.

Section 5.2. Maintenance of the Property. Borrower will maintain (and will use commercially reasonable efforts to cause tenants to maintain) the Property in thorough repair and good and safe condition, suitable for the Permitted Use, including, to the extent necessary, replacing the Fixtures and Personal Property with property at least equal in quality and condition to that being replaced. Borrower will not erect any new buildings, building additions or other

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structures on the Land or otherwise materially alter the Improvements without Lender's prior consent. As of the date of this Mortgage, the Property is managed by Urban Retail Properties Co., a Delaware corporation ("Urban"), pursuant to a management agreement that is automatically renewed for an annual term on each July 31 unless terminated by either party thereto by written notice given to the other party not less than six (6) months prior to the expiration of the then current annual term, and Lender has approved such management agreement. Any renewal of such management agreement shall not contain a termination provision any less favorable to Borrower, and all other terms of such management agreement upon renewal shall be subject to Lender's approval, which approval shall not be unreasonably withheld or delayed. The Property will continue to be managed by a property manager satisfactory to Lender pursuant to a management agreement satisfactory to Lender and if the Property is managed by a party other than Urban or its Affiliate, any management agreement, or any extension or modification thereto, entered into after the date hereof shall provide that such management agreement (i) shall be terminable by Borrower upon thirty (30) days' notice to the property manager and (ii) shall be subject to Lender's approval, which approval shall not be unreasonably withheld or delayed.

Section 5.3. Change in Use. Borrower will use and permit the use of the Property for the Permitted Use and for no other purpose.

Section 5.4. Waste. Borrower will not commit or permit any waste (including material economic and non-physical waste), impairment or deterioration of the Property or any material alteration, demolition or removal of any of the Property without Lender's prior consent.

Section 5.5. Inspection of the Property. Subject to the rights of tenants under the Leases, Lender has the right to enter and inspect the Property at reasonable times and on reasonable prior notice, except in the case of an emergency, when no prior notice is necessary. Lender has the right to engage an independent expert to review and report on Borrower's compliance with Borrower's obligations under this Mortgage to maintain the Property, comply with Law and refrain from waste, impairment or deterioration of the Property and the alteration, demolition or removal of any of the Property except as may be permitted by the provisions of this Mortgage. If the independent expert's report discloses material failure to comply with such obligations or if Lender engages the independent expert after the occurrence of an Event of Default, then the independent expert's review and report will be at Borrower's expense, payable on demand.

Section 5.6. Leases and Rents.

(a) Borrower assigns to Lender the Leases and the Rents absolutely and not merely as additional security for the payment and performance of the Obligations, but subject to a license back to Borrower of the right to collect the Rents unless and until an Event of Default occurs at which time the license will terminate automatically, all as more particularly set forth in the Assignment, the provisions of which are incorporated in this Mortgage by reference.

(b) Borrower appoints Lender as Borrower's attorney-in-fact to execute and record unilaterally, at Lender's election, a document subordinating this Mortgage to the Leases, provided that the subordination will not affect (i) the priority of Lender's entitlement to

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Insurance Proceeds or Condemnation Awards or (ii) the priority of this Mortgage over intervening liens or liens arising under or with respect to the Leases.

(c) Borrower has entered into those certain leases with JMB Realty Corporation dated August 3, 1987, JMB Institutional Realty Corporation dated August 10, 1987 and JMB Insurance Agency, Inc. dated September 2, 1987 (as amended, the "JMB Leases"), and Federated Department Stores, Inc., dated August 10, 1984, with amendments dated December 17, 1985 and November 17, 1986 (as amended, the "Bloomingdale's Lease"). In addition to the other obligations imposed upon Borrower under the Assignment, Borrower shall at all times fulfill its obligations to each such specific tenant under the JMB Leases and Bloomingdale's Lease, and Borrower shall take all steps reasonably necessary to prevent such tenants from claiming that a default on their landlord's part exists thereunder, that an offset right exists thereunder against the rentals or other payments required to be made thereunder, or that grounds exist to stop or cease operating. Borrower shall not, without the prior written consent of Lender, modify or amend any such lease or enter into an agreement with any such tenants to terminate or accept surrender of the premises leased thereby. Borrower shall immediately upon receipt thereof furnish Lender with all notices sent or received by it alleging a default by either the landlord or tenant under any such leases.

Section 5.7. Parking. Borrower will provide, maintain, monitor and light parking areas (the "Parking Areas") for the Property or shall cause the Parking Areas to be provided, maintained and monitored, including any entrances, exits, sidewalks, aisles, streets, driveways, sidewalk cuts and rights-of-way to and from the adjacent public streets, in a manner consistent with the Permitted Use and the Property Documents. Except for incidental uses previously approved by Lender, the Parking Areas will be reserved and used for ingress, egress and parking for Borrower and Borrower's tenants and their respective employees, customers and invitees in accordance with the Leases and the Property Documents. Borrower covenants that the Parking Areas shall not be (without the prior written consent of Lender) (a) reduced so as to cause the Parking Areas to be unable to accommodate the number of automobiles required to be maintained hereby, (b) built upon, (c) obstructed (other than temporary obstructions for street repairs and cleaning and other maintenance or repairs to Parking Areas), (d) redesignated, (e) relocated, or (f) leased, licensed or the right to use the same granted to any person for a term in excess of one month other than to tenants of the Property, to the owner of the hotel building attached to the Property or to the unit owners of the residential building attached to the Property or as otherwise reasonably approved by Lender. Lender shall be deemed to have approved such arrangement if Lender does not respond to Borrower's written request for approval within five (5) Business Days of Lender's receipt of all information required by Lender to determine the acceptability of such proposal accompanied by a letter stating in capital letters: "FAILURE TO RESPOND WITHIN FIVE (5) BUSINESS DAYS SHALL BE DEEMED LENDER'S APPROVAL OF THE ATTACHED". Borrower further covenants and agrees that the Parking Areas shall always be of sufficient size to accommodate not less than 200 automobiles in the two-below-grade-level valet parking area and not less than 1400 automobiles in thirteen levels of the above ground self-parking garage; provided that such numbers of spaces are subject to reduction as required by a change in applicable laws or regulations relating to, among other things, the number, size or type of parking spaces. All such spaces shall be of size and configuration complying with applicable governmental regulations. In the event a greater number of spaces shall be required by any governmental agency or local zoning laws, rules and

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regulations having jurisdiction over the Property, Borrower covenants and agrees to at all times maintain such greater number of spaces. The Borrower further covenants that no lease or other arrangement shall be made affecting the Parking Areas which will cause a default by Borrower under any lease with any tenant of the Property or a default by Borrower of its obligations under the 900 North Michigan Declaration.

Section 5.8. Separate Tax Lot(s)/Subdivision. Currently the Property is taxed as part of one or more wholly independent tax lot or lots separate from any property that is not part of the Property.

Section 5.9. Changes in Zoning or Restrictive Covenants. Borrower will not (i) initiate, join in or consent to any change in any Laws pertaining to zoning, any restrictive covenant or other restriction which would modify the uses permitted for the Property in any material respect; (ii) permit the Property to be used to fulfill any requirements of Law for the construction or maintenance of any improvements on property that is not part of the Property, other than as set forth in the Property Documents in effect on the date hereof or as otherwise specifically consented to in writing by Lender; (iii) permit the Property to be used for any purpose or by any person not included in the Permitted Use; or (iv) impair the integrity of the Property as one or more zoning lot(s) separate from all other property.

Section 5.10. Lender's Right to Appear. Lender has the right to appear in and defend any Proceeding brought regarding the Property and to bring any Proceeding in the name and on behalf of Borrower (if Borrower fails to do so promptly upon Lender's request) or in Lender's name, which Lender, in its sole discretion, determines should be brought to protect Lender's interest in the Property.

ARTICLE VI

IMPOSITIONS AND ACCUMULATIONS

Section 6.1. Impositions.

(a) Borrower will pay each Imposition at least three (3) days before the date (the "Imposition Penalty Date") that is the earlier of (i) the date on which the Imposition becomes delinquent and (ii) the date on which any penalty, interest or charge for non payment of the Imposition accrues.

(b) Prior to each Imposition Penalty Date, Borrower will deliver to Lender a receipted bill or other evidence of payment.

(c) Borrower, at its own expense, may contest any Taxes or Assessments, provided that the following conditions are met:

(i) not less than five (5) days prior to the Imposition Penalty Date, Borrower delivers to Lender notice of the proposed contest;

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(ii) the contest is by a Proceeding promptly initiated and conducted diligently and in good faith;

(iii) there is no Event of Default;

(iv) the Proceeding suspends the collection of the contested Taxes or Assessments or Borrower pays all of the contested Taxes or Assessments under protest;

(v) the Proceeding is not prohibited under, and is conducted in accordance with, the Leases and the Property Documents;

(vi) the Proceeding will not result in imposition of criminal penalties and sale or forfeiture of the Property and Lender will not be subject to any civil suit; and

(vii) Borrower deposits with the Accumulations Depository security satisfactory to Lender (but in no event more than the amount of the contested Taxes or Assessments plus interest due thereon), or pays all of the contested Taxes or Assessments.

(d) Installment Payments. If any Assessment is payable in installments, Borrower may pay the Assessment in installments as the same become due and payable or become a lien.

Section 6.2. Accumulations.

(a) On the first day of each calendar month during the existence of this Mortgage Borrower will deposit with either Lender or a mortgage servicer or financial institution designated or approved by Lender from time to time to receive, hold and disburse the Accumulations in accordance with this Section (the "Accumulations Depository") an amount equal to one-twelfth (1/12th) of the annual Taxes and Assessments as reasonably determined by Lender or its designee and the most current real estate tax bills for the tax lot(s) for the Property and adjusted by Lender from time to time. At least twenty (20) days before each Imposition Penalty Date, Borrower will deliver to the Accumulations Depository any bills and other documents that are necessary to pay the Taxes and Assessments.

(b) The Accumulations will be applied to the payment of Taxes and Assessments. Any excess Accumulations after payment of Taxes and Assessments will be returned to Borrower or credited against future payments of the Accumulations, at Lender's election or as required by Law. If the Accumulations are not sufficient to pay Taxes and Assessments Borrower will pay the deficiency to the Accumulations Depository within five (5) days of written demand. At any time after an Event of Default occurs, Lender may apply the Accumulations as a credit against any portion of the Debt selected by Lender in its sole discretion.

(c) The Accumulations Depository will hold the Accumulations as additional security for the Obligations until applied in accordance with the provisions of this Mortgage. If Lender is not the Accumulations Depository, (i) the costs and expenses of the Accumulations Depository shall be paid by Borrower and (ii) simultaneously herewith the Accumulations

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Depository shall execute an Escrow and Security Agreement with Borrower and Lender with respect to the Accumulations that provides, inter alia, that the Accumulations Depository will deliver the Accumulations to Lender upon Lender's written demand at any time during the continuance of an Event of Default, and that is otherwise in form and substance satisfactory to Lender, in its sole discretion (the "Escrow and Security Agreement (Taxes)").

(d) The Accumulations Depository will deposit the monthly deposits into a separate interest bearing account in the name of Lender denominated as secured party, with interest earned thereon to be held in such account and to be considered by Lender or its designee in determining the monthly Accumulations amount all in accordance with this Mortgage and the Escrow and Security Agreement (Taxes).

(e) Lender has the right to pay, or to direct the Accumulations Depository to pay, any Taxes or Assessments unless Borrower notifies Lender and the Accumulations Depository that Borrower is contesting the Taxes or Assessments in accordance with the provisions of this Mortgage, in which event any payment of the contested Taxes or Assessments in question will be made under protest in the manner prescribed by Law or, at Lender's election, will be withheld.

(f) If Lender assigns this Mortgage, Lender will pay, or cause the Accumulations Depository to pay, the unapplied balance of the Accumulations to or at the direction of the assignee and Borrower. Simultaneously with the payment, Lender and the Accumulations Depository will be released from all liability with respect to the Accumulations based on facts or circumstances occurring after such payment and Borrower will look solely to the assignee with respect to the Accumulations. When the Obligations have been fully satisfied, any unapplied balance of the Accumulations will be returned to Borrower.

(g) In the event of a conflict between the terms of this Section 6.2 and the terms and provisions of the Escrow and Security Agreement (Taxes), the terms and provisions of the Escrow and Security Agreement (Taxes) will control.

Section 6.3. Changes in Tax Laws. If a Law requires the deduction of the Debt from the value of the Property for the purpose of taxation or imposes a tax, either directly or indirectly, on the Debt, any Loan Document or Lender's interest in the Property, Borrower will pay the tax with interest and penalties, if any. If Lender determines that Borrower's payment of the tax may be unlawful, unenforceable, usurious or taxable to Lender, Lender may accelerate the Loan on one hundred twenty (120) days' prior notice. Any payment of the Loan by reason of a Lender acceleration pursuant to this Section 6.3 shall not require the payment of any prepayment premium.

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ARTICLE VII

INSURANCE, CASUALTY, CONDEMNATION AND RESTORATION

Section 7.1. Insurance Coverages.

(a) Borrower will maintain such insurance coverages and endorsements in form and substance and in amounts as Lender may require, from time to time.

(b) The insurance, including renewals, required under this Section will be issued on valid and enforceable policies and endorsements satisfactory to Lender (the "Policies"). Each Policy will contain a standard waiver of subrogation and a replacement cost endorsement and will provide that Lender will receive not less than thirty (30) days' prior written notice of any cancellation, termination or non-renewal of a Policy or any material change other than an increase in coverage and that Lender will be named under a standard mortgage endorsement as loss payee.

(c) The insurance companies issuing the Policies (the "Insurers") must be authorized to do business in the State where the Property is located, must have been in business for at least 5 years, must carry an A.M. Best Company, Inc. policy holder rating of A or better and an A.M. Best Company, Inc. financial category rating of Class X or better and must be otherwise satisfactory to Lender. Lender may select an alternative credit rating agency and may impose different credit rating standards for the Insurers. Notwithstanding Lender's right to approve the Insurers and to establish credit rating standards for the Insurers, Lender will not be responsible for the solvency of any Insurer.

(d) Notwithstanding Lender's rights under this Article, Lender will not be liable for any loss, damage or injury resulting from the inadequacy or lack of any insurance coverage.

(e) Borrower will comply in all material respects with the provisions of the Policies and with the requirements, notices and demands imposed by the Insurers and applicable to Borrower or the Property.

(f) Borrower will pay the Insurance Premiums for each Policy not less than five (5) days before the expiration date of the Policy being replaced or renewed and will deliver to Lender an original or, if a blanket policy, a certified copy of each Policy marked "Paid" upon Borrower's receipt of same, and will promptly after such payment provide Lender with evidence of such payment.

(g) Borrower will not carry separate insurance concurrent in kind or form or contributing in the event of loss with any other insurance carried by Borrower.

(h) Lender has agreed that, so long as Beneficiary is the owner of 100% of the beneficial interest in the Trust, and so long as the Trust is the owner of the Real Estate, Borrower may carry the insurance required under this Section on a blanket or umbrella policy, provided that Borrower delivers to Lender a certified copy of the blanket policy, together with a certificate that allocates to the Property the amount of coverage required under this Section, without the

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possibility of reduction in coverage or increase in the coinsurance by reason of damage to any other property covered by the blanket policy, and provided further that Lender determines that such blanket policy will otherwise provide the same level of coverage and protection as would a separate policy insuring only the Property.

(i) Borrower will give the Insurers prompt notice of any change in ownership (or, to the extent same may affect any of the Policies, the occupancy) of the Property. This subsection does not abrogate the prohibitions on transfers set forth in this Mortgage.

(j) If the Property is sold at a foreclosure sale or otherwise is transferred so as to extinguish the Obligations, subject to Borrower's rights under Clause (h) above to insure the Property under a blanket policy of insurance, all of Borrower's right, title and interest in and to the Policies then in force will be transferred automatically to the purchaser or transferee.

Section 7.2. Casualty and Condemnation.

(a) Borrower will give Lender notice of any Casualty immediately after it occurs and will give Lender notice of any Proceeding in Condemnation immediately after Borrower receives notice of commencement or notice that such a Proceeding will be commencing. Promptly upon delivery to or receipt by Borrower, Borrower will deliver to Lender copies of all documents Borrower delivers or receives relating to the Casualty or the Proceeding, as the case may be.

(b) Borrower authorizes Lender, at Lender's option, to act on Borrower's behalf to collect, adjust and compromise any claims for loss, damage or destruction under the Policies on such terms as Lender determines in Lender's reasonable discretion but subject to the terms of the 900 North Michigan Declaration and the Ground Lease. Borrower authorizes Lender to act, at Lender's option, on Borrower's behalf in connection with any Condemnation Proceeding. Borrower will execute and deliver to Lender all documents requested by Lender and all documents as may be required by Law to confirm such authorizations. Nothing in this Section will be construed to limit or prevent Lender from joining with Borrower either as a co-defendant or as a co-plaintiff in any Condemnation Proceeding.

(c) If Lender elects not to act on Borrower's behalf as provided in this Section, then Borrower promptly will file and prosecute all claims (including Lender's claims) relating to the Casualty and will prosecute or defend (including defense of Lender's interest) any Condemnation Proceeding. Borrower will have the authority to settle or compromise the claims or Proceeding, as the case may be, provided that Lender has approved in Lender's reasonable discretion any compromise or settlement that exceeds \$250,000.00. Any check for Insurance Proceeds or Condemnation Awards, as the case may be (the "Proceeds") will be made payable to Lender, Borrower, Ground Lessor and any other mortgagees, as their interests may appear. Borrower will endorse the check to Lender immediately upon Lender presenting the check to Borrower for endorsement or if Borrower receives the check first, will endorse the check immediately upon receipt and forward it to Lender. If any Proceeds in excess of \$250,000 are paid to Borrower, Borrower immediately will deposit the Proceeds with Lender, to be applied or disbursed in accordance with the provisions of this Mortgage. Lender will be responsible for only the Proceeds actually received by Lender.

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Section 7.3. Application of Proceeds. After deducting the reasonable costs incurred by Lender in collecting the Proceeds, Lender may, in its sole discretion, but subject to the terms of the 900 North Michigan Declaration and the Ground Lease and Section 7.4 hereof (i) apply the Proceeds as a credit against any portion of the Debt selected by Lender in its sole discretion, provided that no prepayment premium shall be payable as a result of such application of Proceeds; (ii) apply the Proceeds to restore the Improvements, provided that Lender will not be obligated to see to the proper application of the Proceeds and provided further that any amounts released for Restoration will not be deemed a payment on the Debt; or (iii) deliver the Proceeds to Borrower.

Section 7.4. Conditions to Availability of Proceeds for Restoration. Notwithstanding the preceding Section, Lender will make the Proceeds (less any costs incurred by Lender in collecting the Proceeds) available for Restoration in accordance with the conditions for disbursements set forth in Section 7.5 after a Casualty or a Condemnation (a "Destruction Event"), provided that the following conditions are met:

(i) either (a) Beneficiary continues to own, or a Permitted Transferee owns, 100% of the beneficial interest in the Trust and the Trust continues to be the owner, or (b) a Permitted Transferee is the owner of the Real Estate at the time of the Destruction Event and at all times thereafter until the Proceeds have been fully disbursed;

(ii) no uncured default in the payment of amounts due under the Loan Documents exists, and no Event of Default exists at the time of the Destruction Event;

(iii) if the Destruction Event is a Condemnation, Borrower delivers to Lender evidence satisfactory to Lender that the Improvements can be restored to an economically and architecturally viable unit;

(iv) Borrower delivers to Lender evidence satisfactory to Lender that the Proceeds are sufficient to complete Restoration or if the Proceeds are insufficient to complete Restoration, Borrower first deposits with Lender funds ("Additional Funds") that when added to the Proceeds will be sufficient to complete Restoration or otherwise provides Lender with security satisfactory to Lender, in its sole and absolute discretion, as to the availability of such Additional Funds;

(v) if the Destruction Event is a Casualty, Borrower delivers to Lender evidence satisfactory to Lender that the Insurer under each affected Policy has not denied liability under the Policy as to Borrower;

(vi) Lender is satisfied that the proceeds of any business interruption insurance in effect, together with other available gross revenues from the Property, are sufficient to pay Debt Service Payments after paying the Impositions, Insurance Premiums, reasonable and customary operating expenses and capital expenditures until Restoration is complete or Borrower otherwise provides Lender with security satisfactory to Lender, in its sole and absolute discretion, as to the availability of funds for payment of all such expenses;

(vii) Lender is satisfied that Restoration will be completed on or before the date (the "Restoration Completion Date") that is the earliest of: (A) three (3) months prior to

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the Maturity Date, (B) twenty-four (24) months after the settlement of the claim for such Destruction Event with the insurer of the Property, (C) the earliest date required for completion of Restoration under any Lease (other than a Lease or Leases that Lender, in its reasonable discretion, deems immaterial) or under any Property Document, or (D) any date required by Law; and

(viii) On the date of the Destruction Event, the annual Rents (excluding security deposits) under Leases then in effect are providing debt service coverage for the annual Debt Service Payments, after payment of annual Insurance Premiums, Impositions and operating expenses of the Property (the "DSC Ratio") of 1.15 or greater, provided that if the Rents do not provide such debt service coverage then Borrower expressly authorizes and directs Lender to apply an amount from the Proceeds to reduction of Principal in order to reduce the annual Debt Service Payments sufficiently for such debt service coverage to be achieved, provided that no prepayment premium shall be payable as a result of such application of Proceeds. The reduced debt service payments will be calculated using the Fixed Interest Rate and an amortization schedule that will achieve the same proportionate amortization of the reduced Principal over the then remaining Term as would have been achieved if the Principal and original scheduled Debt Service Payments had not been reduced. Borrower will execute any documentation that Lender deems reasonably necessary to evidence the reduced Principal and debt service payments.

Section 7.5. Restoration.

(a) If the total Proceeds for any Destruction Event do not exceed \$250,000.00 and Lender elects or is obligated by Law, the 900 North Michigan Declaration, the Ground Lease or under this Article to make the Proceeds available for Restoration, Lender will disburse to Borrower the entire amount received by Lender and Borrower will commence Restoration promptly after the Destruction Event and complete Restoration not later than the Restoration Completion Date subject to an extension for so long as Restoration is prevented due to Force Majeure.

(b) If the Proceeds for any Destruction Event exceed \$250,000.00 and Lender elects or is obligated by Law, the 900 North Michigan Declaration, the Ground Lease or under this Article to make the Proceeds available for Restoration, Lender will disburse the Proceeds and any Additional Funds (the "Restoration Funds") upon Borrower's request as Restoration progresses, generally in accordance with normal construction lending practices for disbursing funds for construction costs and provided that the following conditions are met:

(i) Borrower commences Restoration promptly after the Destruction Event and completes Restoration on or before the Restoration Completion Date subject to an extension for so long as Restoration is prevented due to Force Majeure;

(ii) if Lender requests, Borrower delivers to Lender prior to commencing Restoration, for Lender's approval, plans and specifications and detailed budget for the Restoration;

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(iii) Borrower delivers to Lender satisfactory evidence of the costs of Restoration incurred prior to the date of the request, and such other documents as Lender may request including mechanic's liens, waivers and title insurance endorsements;

(iv) Borrower pays all costs of Restoration, when due, whether or not the Restoration Funds are sufficient so long as, if required to do so pursuant to this Article, Lender releases the Restoration Funds and Additional Funds (it being understood that Lender will only be releasing the Restoration Funds if and to the extent required pursuant to this Mortgage), and, if at any time during Restoration, Lender determines that the undisbursed balance of the Restoration Funds is insufficient to complete Restoration, Borrower deposits with Lender, as part of the Restoration Funds, an amount equal to the deficiency within thirty (30) days of receiving notice of the deficiency from Lender or Borrower otherwise provides Lender with security satisfactory to Lender, in its sole and absolute discretion, as to the availability of funds for payment of such deficiency; and

(v) no uncured default in the payment of amounts due under the Loan Documents exists and no Event of Default exists at the time Borrower requests funds or at the time Lender disburses funds and if an Event of Default under the Loan Documents occurs at any time after the Destruction Event, then Lender will have no further obligation to make any remaining Proceeds available for Restoration and may apply any remaining Proceeds as a credit against any portion of the Debt selected by Lender in its sole discretion.

(c) Lender may elect at any time prior to or during the course of Restoration to retain, at Borrower's expense, an independent engineer or other consultant to review any plans and specifications required by Lender, to inspect Restoration as it progresses and to provide reports. If any matter included in a report by the engineer or consultant is unsatisfactory to Lender, Lender may suspend disbursement of the Restoration Funds until the unsatisfactory matters contained in the report are resolved to Lender's satisfaction.

(d) If Borrower fails to commence and complete Restoration in accordance with the terms of this Article, then in addition to the Remedies, Lender may elect to restore the Improvements on Borrower's behalf and reimburse itself out of the Restoration Funds for costs and expenses incurred by Lender in restoring the Improvements, or Lender may apply the Restoration Funds as a credit against any portion of the Debt selected by Lender in its sole discretion, provided that no prepayment premium shall be payable as a result of such application of Restoration Funds.

(e) Lender may commingle the Restoration Funds with its general assets and will not be liable to pay any interest or other return on the Restoration Funds unless otherwise required by Law. Lender will not hold any Restoration Funds in trust. Notwithstanding the foregoing, in the event such Restoration Funds equal or exceed \$1,500,000 and the conditions set forth in Clause (b) of this Section 7.5 are satisfied, Borrower may elect to have such Restoration Funds deposited in an interest bearing account with one of Lender's then approved servicers provided that (i) Borrower negotiates an agreement with such servicer with respect to the deposit, retention and funding of the Restoration Funds, (ii) the terms and provisions of such agreement are consistent with the provisions of this Section 7.5 and are otherwise acceptable to

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Lender in its reasonable discretion and (iii) Borrower pays any and all fees and expenses charged by such servicer in connection with administering the Restoration Funds. In such event, all interest actually earned on the Restoration Funds shall be the property of Borrower and shall be payable to Borrower in accordance with the terms of the agreement by and among Borrower, Lender and such servicer.

(f) Borrower will pay all of Lender's expenses incurred in connection with actions taken pursuant to this Article VII relating to a Destruction Event or Restoration. If Borrower fails to do so, then in addition to the Remedies, Lender may from time to time reimburse itself out of the Restoration Funds.

Section 7.6. Effect of 900 North Michigan Declaration. Notwithstanding anything to the contrary contained in this Mortgage, if and to the extent there is a conflict or inconsistency between the terms and conditions of the 900 North Michigan Declaration or the Ground Lease and this Mortgage with respect to a Casualty, Condemnation, Restoration or the application of Proceeds, the terms and conditions of the 900 North Michigan Declaration or the Ground Lease, as the case may be, shall control.

ARTICLE VIII

COMPLIANCE WITH LAW AND AGREEMENTS

Section 8.1. Compliance with Law. Borrower, the Property and the use of the Property comply and will continue to comply with Law in all material respects and with all agreements and conditions necessary to preserve and extend all rights, licenses, permits, privileges, franchises and concessions (including zoning variances, special exceptions and non-conforming uses) relating to the Property or Borrower. Borrower will notify Lender of the commencement of any investigation or Proceeding relating to a possible violation of Law immediately after Borrower receives notice thereof and, promptly after receipt by or delivery to Borrower, Borrower will deliver to Lender copies of all documents Borrower receives or delivers in connection with such investigation or Proceeding. Borrower will not alter the Property in any manner that would materially increase Borrower's responsibilities for compliance with Law without Lender's prior written consent.

Section 8.2. Compliance with Agreements. There are no defaults, events of defaults or events which, with the passage of time or the giving of notice, would constitute an event of default on the part of Borrower or, to the best of Borrower's actual knowledge, any other party, under the Property Documents. Borrower will pay and perform all of its material obligations under the Property Documents as and when required by the Property Documents. Borrower will use diligent efforts to cause all other parties to the Property Documents to pay and perform their material obligations under the Property Documents as and when required by the Property Documents. Borrower will not amend or waive any provisions of the Property Documents in any material respect; exercise any options under the Property Documents; give any approval required or permitted under the Property Documents that would adversely affect the Property or Lender's rights and interests under the Loan Documents; cancel or surrender any of the Property Documents; or release or discharge or permit the release or discharge of any party to or entity bound by any of the Property Documents, without, in each instance, Lender's

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prior approval (excepting therefrom all service contracts or other agreements entered into in the normal course of business that are cancelable upon not more than thirty (30) days' notice). Promptly after delivery to or receipt by Borrower, Borrower will deliver to Lender copies of any notices of default or of termination that Borrower receives or delivers relating to any Property Document. Without limiting the foregoing provisions of this Section 8.2, without Lender's prior approval Borrower shall not terminate, cancel or release, or take any action or fail to take any action that could be deemed an acquiescence to the termination, cancellation or release of, any operating covenant contained in any of the Property Documents.

Section 8.3. ERISA Compliance.

(a) Borrower is not and will continue not to be an "employee benefit plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974 ("ERISA") that is subject to Title I of ERISA or a "plan" as defined in Section 4975(e)(1) of the Code that is subject to Section 4975 of the Code, and Borrower's assets do not and will not constitute "plan assets" of one or more such plans for purposes of Title I of ERISA or Section 4975 of the Code. Borrower is not a person acting as a fiduciary on behalf of any such plan or a party in interest with respect to any such plan in connection with this transaction or a proposed transfer, as the case may be, and this transaction or the proposed transfer, as the case may be, will not result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Internal Revenue Code, all as determined by Lender, acting reasonably.

(b) Borrower is not and will continue not to be a "governmental plan" within the meaning of Section 3(3) of ERISA, and transactions by or with Borrower are not and will not be subject to any Laws regulating investments of and fiduciary obligations with respect to governmental plans.

Section 8.4. Section 6045(e) Filing. Borrower will supply or cause to be supplied to Lender either (i) a copy of a completed Form 1099-B, Statement for Recipients of Proceeds from Real Estate, Broker and Barter Exchange Proceeds prepared by Borrower's attorney or other person responsible for the preparation of the form together with a certificate from the person who prepared the form to the effect that the form has, to the best of the preparer's knowledge, been accurately prepared and that the preparer will timely file the form, or (ii) a certification from Borrower that the Loan is a refinancing of the Property or is otherwise not required to be reported to the Internal Revenue Service pursuant to Section 6045(e) of the Code. Under no circumstances will Lender or Lender's counsel be obligated to file the reports or returns.

Section 8.5. Ground Lease Provisions.

(a) The Ground Lease is in full force and effect has not been amended and represents the entire agreement between Borrower and Ground Lessor and there are no defaults, events of default or events which with the passage of time or the giving of notice, would constitute a default or event of default by Borrower (or to Borrower's actual knowledge, by the Ground Lessor) under the Ground Lease.

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(b) Borrower will pay the Ground Rent as and when required under the Ground Lease and will perform in all material respects Borrower's obligations as ground lessee under the Ground Lease as and when required under the Ground Lease. During the continuance of an Event of Default, Borrower shall pay to Lender in addition to all other amounts due to Lender under the Loan Documents a sum equal to one twelfth (1/12) the annual rental next due and payable under the Ground Lease. Such payments shall be used by Lender to pay such rental when due, without accruing or without any obligation arising for the payment of interest thereon.

(c) Borrower will use reasonable commercial efforts to cause Ground Lessor to pay and perform all of Ground Lessor's obligations under the Ground Lease as and when required under the Ground Lease, will not give any approval required or permitted under the Ground Lease without Lender's prior approval, which will not be unreasonably withheld or delayed, and will not exercise any options under the Ground Lease without Lender's prior approval, which will not be unreasonably withheld or delayed.

(d) Borrower will not amend or waive any provisions of the Ground Lease in any material respect; cancel or surrender the Ground Lease; or release or discharge Ground Lessor from any of the terms or obligations of the Ground Lease in any material respect, without in each instance obtaining Lender's prior approval which may be withheld in its discretion.

(e) Borrower promptly will deliver to Lender copies of any notices of default or of termination that Borrower receives or delivers relating to the Ground Lease.

(f) Without limiting Lender's independent rights and remedies under Section 365(h) of the Bankruptcy Code:

(i) Borrower will not elect to treat the Ground Lease as terminated under Subsection 365(h)(1) of the Bankruptcy Code without Lender's prior consent to be exercised in its sole discretion, any such election made without Lender's prior consent is null and void;

(ii) Without in any manner limiting the provisions of subparagraph (i) of this Section, the lien of this Mortgage will attach to all of Borrower's rights and remedies at any time arising under or pursuant to Subsection 365(h) of the Bankruptcy Code, including all of Borrower's rights to remain in possession of the Property and Lender may assert, or direct Borrower to assert, any of such rights and remedies.

(iii) If, pursuant to Subsection 365(h) of the Bankruptcy Code, Borrower seeks to offset against Ground Rent the amount of any damages caused by Ground Lessor's failure to perform any of its obligations under the Ground Lease after the Ground Lessor rejects the Ground Lease under the Bankruptcy Code, Borrower will, prior to effecting such offset, notify Lender of its intent to do so, setting forth the amount proposed to be so offset and the basis therefor. Lender will have the right to object in its capacity as Lender to all or any part of such offset and, in the event of such objection, Borrower will not effect any offset of the amount so objected to by Lender. Neither Lender's failure to object as aforesaid nor any objection or other communication between Lender and Borrower relating to such offset will constitute an approval of any such offset

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by Lender. Borrower will indemnify, defend and save Lender in its capacity as Lender harmless from and against any and all claims, demands, actions, suits, proceedings, damages, losses, costs and expenses of every nature whatsoever (including attorneys' fees) arising from or relating to any offset by Borrower against the rent reserved in the Ground Lease.

(iv) Borrower unconditionally assigns, transfers and sets over to Lender all of Borrower's claims and rights to the payment of damages arising from any rejection by Ground Lessor of the Ground Lease under the Bankruptcy Code. Lender will have the right to proceed in its own name or in the name of Borrower in respect of any claim, suit, action or proceeding relating to the rejection of the Ground Lease, including the right to file and prosecute, to the exclusion of Borrower, any proofs of claim, complaints, motions, application, notice and other documents, in any case in respect of Ground Lessor under the Bankruptcy Code. This assignment constitutes a present, irrevocable and unconditional assignment of the foregoing claims, rights and remedies, and will continue in effect until all of the indebtedness and obligations secured by this Mortgage will have been satisfied and discharged in full. Any amounts received by Lender as damages arising out of the rejection of the Ground Lease as aforesaid will be applied first to all costs and expenses of Lender (including attorneys' fees) incurred in connection with the exercise of any of its rights or remedies under this subsection (iv) and then in accordance with subsection (iii) of this Section 8.5(f).

(v) In any Proceeding under the Bankruptcy Code relating to the Ground Lease or the Property, Borrower will appear in the Proceeding will protect Lender's interests in the Property and under the Loan Documents with attorneys and other professionals retained by Borrower and approved by Lender. In the event of a conflict in representation by such attorneys or other professionals in representing Borrower and Lender, Lender may elect to engage its own attorneys and other professionals at Borrower's expense to appear in the Proceeding and to protect Lender's interests in the Property and under the Loan Documents. Borrower will not commence any Proceeding, file any application or make any motion relating to the Ground Lease in any Proceeding in its sole discretion under the Bankruptcy Code without Lender's prior consent.

(vi) Borrower will give Lender prompt notice of any filing by or against Ground Lessor (if and to the extent Borrower has actual knowledge thereof) or Borrower of a Proceeding under the Bankruptcy Code. The notice will set forth any information available to Borrower about the Proceeding, including the date of the filing, the court in which the Proceeding was filed, and the relief sought. Borrower also will deliver to Lender, promptly following Borrower's receipt thereof, any notices, summonses, pleadings, applications and other documents received by Borrower in connection with the Proceeding.

(vii) If a Proceeding under the Bankruptcy Code is commenced by or against Borrower as lessee under the Ground Lease, Borrower shall not be permitted to reject the Ground Lease pursuant to Section 365(a) of the Bankruptcy Code without giving Lender not less than 10 Business Days' prior notice of the date on which Borrower will apply to the bankruptcy court for authority to reject the Ground Lease. Lender may, in its sole

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discretion, give Borrower notice within such 10 Business Day period stating that (a) Lender demands that Borrower assume the Ground Lease and assign it to Lender pursuant to Section 365 of the Bankruptcy Code and (b) Lender will cure or provide adequate assurance of prompt cure of all defaults and will provide adequate assurance of future performance under the Ground Lease. In that event, Borrower will not seek to reject the Ground Lease and will comply with the demand provided for in (a) above within 30 days after Lender's notice was given provided Lender performs its obligations under (b) above.

(viii) Effective upon the entry of an order for relief in respect of Borrower under Chapter 7 of the Bankruptcy Code, Borrower hereby assigns and transfers to Lender a non-exclusive right to apply to the bankruptcy court under Subsection 365(d)(1) of the Bankruptcy Code for an order extending the period during which the Ground Lease may be rejected or assumed.

ARTICLE IX

ENVIRONMENTAL

Section 9.1. Environmental Representations and Warranties.

(a) Except as disclosed in the Environmental Report or in the Environmental Indemnity, during the period Borrower or any previous owner of the Property that is or was an affiliate of Borrower has owned the Property and as of the date of this Mortgage:

(i) no Environmental Activity by or on behalf of Borrower, or to Borrower's Actual Environmental Knowledge, by or on behalf of any tenant, has occurred or is occurring on the Property in violation of Environmental Laws; and

(ii) to Borrower's Actual Environmental Knowledge, no Environmental Activity has occurred or is occurring on any property in the vicinity of the Property from which there is a material risk that Hazardous Materials will migrate, leach, flow, drain, seep, blow or drift onto the Property in violation of Environmental Laws.

(b) Except as disclosed in the Environmental Report or in the Environmental Indemnity, to Borrower's Actual Environmental Knowledge, at all times prior to acquisition of the Property by Borrower or any previous owner of the Property that is or was an affiliate of Borrower:

(i) no Environmental Activity occurred on the Property in violation of Environmental Laws; and

(ii) no Environmental Activity occurred on any property in the vicinity of the Property from which there is a material risk that Hazardous Materials will migrate, leach, flow, drain, seep, blow or drift onto the Property in violation of Environmental Laws.

(c) For the purposes of this Section, the phrase "use of the Property" includes use by Tenants and the phrase "on the Property" means on, in, above and below the Property.

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(d) If Borrower does not provide Lender at the closing of the Loan with a copy of the "disclosure document" required by the Illinois Responsible Property Transfer Act of 1988 (765 ILCS 90/1 et seq.) as amended ("IRPTA"), Borrower represents and warrants that the disclosure and other requirements of IRPTA do not apply to this transaction, and Lender waives the delivery and its receipt of such disclosure document.

Section 9.2. Environmental Covenants.

(a) Borrower will not conduct, and will use reasonable commercial efforts to prevent tenants of the Property from conducting, any Environmental Activity on the Property in violation of Environmental Laws.

(b) Borrower will notify Lender immediately upon Borrower's obtaining actual knowledge of any actual, suspected or threatened violation of Environmental Laws with respect to the Property or with respect to any property in the vicinity of the Property. Promptly after delivery to or receipt by Borrower, Borrower will deliver to Lender copies of all documents delivered to or received by Borrower regarding the matters set forth in this subsection, including notices of Proceedings or investigations concerning any Environmental Activity relating to the Property or concerning Borrower's status as a potentially responsible party (as defined in the Environmental Laws) with respect to the Property. Borrower's notification of Lender in accordance with the provisions of this subsection will not be deemed to excuse any Event of Default resulting from the violation or Environmental Activity that is the subject of the notice.

(c) From time to time at Lender's request, Borrower will deliver to Lender any written studies or reports or other documentation available to Borrower relating to the environmental condition of the Property.

(d) Lender may perform or engage an independent consultant to perform an assessment of the environmental condition of the Property and of Borrower's compliance with this Section on an annual basis or at any time for reasonable cause or during the continuance of an Event of Default. In connection with the assessment: (i) Lender or consultant may enter and inspect the Property and perform tests of the air, soil, ground water and building materials that do not violate the rights of tenants under Leases and do not unreasonably interfere with the normal operation and use of the Property; (ii) Borrower will cooperate and use reasonable efforts to cause tenants and other occupants of the Property to cooperate with Lender or consultant; (iii) Borrower will accept custody of and arrange for lawful disposal of any Hazardous Materials required to be disposed of as a result of the tests; (iv) neither Lender nor consultant will have liability to Borrower with respect to the results of the assessment (except for fraudulent or intentional misconduct by Lender or consultant and for disclosures by Lender or consultant in violation of this Section); and (v) Lender will not be responsible for any damage to the Property, **EVEN TO THE EXTENT OF SUCH PARTY'S NEGLIGENCE**, resulting from the negligence or other misconduct of Lender's consultants in performing the tests described in this subsection, provided, however, that the foregoing shall not relieve Lender's third-party consultants from liability, if any, for such negligence or misconduct. The consultant's assessment and reports will be at Borrower's expense if the reports disclose any material, adverse change in the environmental condition of the Property from that disclosed in the Environmental Report or if Lender engaged the consultant when Lender had reasonable cause to

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believe Borrower was not in compliance with the terms of this Article or during the continuance of an Event of Default. Upon Borrower's written request, Lender will deliver to Borrower, without recourse and without any representation whatsoever, a copy of any written environmental report obtained by Lender from a third-party consultant with respect to the Property, provided that Borrower acknowledges, in each instance, that (A) such report is delivered to Borrower for informational purposes only and without any representation or liability with respect thereto, (B) Borrower shall not be entitled to rely thereon and (C) Borrower shall treat such report confidentially and shall not provide copies of the report or divulge information in the report to any person or entity (other than Borrower's agents, consultants and lawyers, provided that such parties will not further disclose the same, except as may be required by Law) and provided further, that Lender's failure to deliver a copy of any such report to Borrower shall not affect or impair the obligations of Borrower or any of its Affiliates under any of the Loan Documents.

(e) If Lender has reasonable cause to believe that there is Environmental Activity at the Property, Lender may elect in its sole discretion to release from the lien of this Mortgage any portion of the Property affected by the Environmental Activity and Borrower will accept the release.

(f) Lender shall not disclose any information about the environmental condition of the Property to any party (other than Lender's agents, consultants and lawyers, provided that such parties will not further disclose the same, except as may be required by Law).

ARTICLE X

FINANCIAL REPORTING

Section 10.1. Financial Reporting.

(a) Borrower will deliver to Lender within 120 days after the close of each Fiscal Year an annual financial statement (the "Annual Financial Statement") for the Property for the Fiscal Year, which will include a comparative balance sheet, a cash flow statement, an income and expense statement, a detailed breakdown of all receipts and expenses and all supporting schedules. The Annual Financial Statement will be:

- (i) audited by a CPA;
- (ii) accompanied by an opinion of the CPA that, in all material respects, the Annual Financial Statement fairly presents the financial position of the Property; and
- (iii) separate and distinct from any consolidated statement or report for Borrower or any other entity or any other property.

Notwithstanding the foregoing, so long as no default in payment of amounts due under the Loan Documents, or a non-monetary Event of Default, has occurred and is continuing, then, in lieu of the requirements in (i) and (ii) above, the Annual Financial Statement may be certified on behalf

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of the Borrower by the Beneficiary's chief financial officer or other authorized officer of the Beneficiary satisfactory to Lender.

(b) Borrower will deliver to Lender within 120 days of the close of each Fiscal Year (i) a certified rent roll for the Property prepared as of the date the Annual Financial Statement is delivered, certifying for each Lease: the name of the tenant; the space occupied, including square footage; the date, term and expiration date of the Lease (and any amendments thereto); the annual fixed rent payable; any annual percentage rent payable; any escalations, contributions or other additional rent payable; the date to which rent and additional rent have been paid; any scheduled concessions; and any security deposit delivered to Borrower and the amount then remaining; (ii) an annual certification relating to Leases in the form annexed hereto as Exhibit D modified to reflect the then current facts; and (iii) operating and capital budgets for the Property.

(c) If Lender requests, Borrower will deliver to Lender within forty-five (45) days after the end of each fiscal quarter a certified quarterly cash basis income and expense statement for the Property for the immediately preceding fiscal quarter.

(d) During the continuance of a default in payment of amounts due under the Loan Documents or a non-monetary Event of Default, if Lender so requests, Borrower will deliver to Lender within fifteen (15) Business Days of Lender's request therefore (but not more frequently than monthly):

(i) a rent roll for the Property prepared not more than five (5) Business Days before delivery and certified by Borrower as true, correct and complete in all material respects; and

(ii) a certified cash basis income and expense statement for the Property prepared for the period requested by Lender or, if not specified, then for the period commencing the later of the beginning of the Fiscal Year in which the request is made or the date of the last certified income and expense statement delivered to Lender and continuing through the last day of the calendar month preceding the request.

(e) If Lender so requests, Borrower will deliver to Lender, within ten (10) Business Days of request, a certificate disclosing any contracts with Affiliates of Borrower in connection with the Property;

(f) Borrower will deliver to Lender promptly any other information with respect to the operation and management of Borrower and the Property as Lender may request from time to time.

(g) Beneficiary will keep full and accurate Financial Books and Records for each Fiscal Year. Beneficiary will permit Lender or Lender's accountants or auditors to inspect or audit the Financial Books and Records from time to time, at reasonable times on reasonable notice. Beneficiary will maintain the Financial Books and Records for each Fiscal Year for not less than 3 years after the date Borrower delivers to Lender the Annual Financial Statement and the other financial certificates, statements and information to be delivered to Lender for the

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Fiscal Year. Financial Books and Records will be maintained at Beneficiary's address set forth in the section entitled "Notices" or at any other location as may be approved by Lender.

Section 10.2. Accountant's Letter. If Lender requests, the Borrower shall deliver to Lender a letter addressed to the Lender and signed by each accountant or firm of accountants who prepared, reviewed or certified any of the financial statements furnished to the Lender. Such letter shall affirm that such accountant or firm of accountants understands (i) that the Lender will rely on such financial statements and all future financial statements prepared, reviewed or certified by such accountant or firm of accountants, and furnished to the Lender, and (ii) that the liability and responsibility of such accountant or firm of accountants to the Lender with respect to such statements will not be eliminated, diminished or affected in any way by 225 ILCS 450/30.1 or any other similar law.

ARTICLE XI

EXPENSES AND DUTY TO DEFEND

Section 11.1. Payment of Expenses.

(a) Subject to any other applicable provisions of the Loan Documents, Borrower is obligated to pay all expenses (the "Expenses") incurred by Lender or that are otherwise payable in connection with the Loan, the Property or Borrower, including reasonable attorney's fees and expenses and expenses relating to (i) the preparation, execution, acknowledgement, delivery and recording or filing of the Loan Documents; (ii) any Proceeding or other claim asserted against Lender relating to the Property, except for such claim in which Lender has acted with gross negligence or wanton and willful misconduct; (iii) any inspection, assessment, survey and test permitted under the Loan Documents; (iv) any Destruction Event; (v) the preservation of Lender's security and the exercise of any rights or remedies available at Law, in equity or otherwise; and (vi) the Leases and the Property Documents.

(b) Borrower will pay the Expenses within ten (10) days of demand, together with any applicable interest, premiums or penalties. If Lender pays any of the Expenses, Borrower will reimburse Lender the amount paid by Lender within ten (10) days of demand, together with interest at the Default Interest Rate from the date which is ten (10) days following Lender's demand through and including the date Borrower reimburses Lender. The Expenses together with any applicable interest, premiums or penalties constitute a portion of the Debt secured by this Mortgage.

Section 11.2. Duty to Defend. If Lender, or any of its trustees, officers, participants, employees or affiliates is a party in any Proceeding relating to the Property, Borrower or the Loan, Borrower will indemnify and hold harmless the party, **EVEN TO THE EXTENT OF SUCH PARTY'S NEGLIGENCE** (except for such party's gross negligence or willful misconduct), and will defend the party with attorneys and other professionals retained by Borrower and approved by Lender, which approvals shall not be unreasonably withheld. Lender may elect to engage its own attorneys and other professionals, at Borrower's expense, to defend or to assist in the defense of the party in the event of conflict involving representation of Lender and Borrower or inadequate defense by Borrower. In all events, case strategy, insofar as it may

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materially affect Lender or any of its trustees, officers, participants, employees or affiliates, will be controlled by Lender and no such Proceeding to which Lender is a party will be settled without Lender's prior approval which may be withheld in its discretion.

ARTICLE XII

TRANSFERS, LIENS AND ENCUMBRANCES

Section 12.1. Transfers, Liens and Encumbrances.

(a) Borrower acknowledges that, in making the Loan, Lender is relying to a material extent on the business expertise and net worth of Borrower and Borrower's partners and principals and on the continuing interest that each of them has directly or indirectly in the Property. Accordingly, except as specifically set forth in this Mortgage, it shall constitute an Event of Default if Borrower (i) effects, or suffers or permits its partners, members or principals to effect, a Transfer without Lender's prior approval, which may be withheld in Lender's sole discretion and (ii) fails to keep the Property free from all liens and encumbrances other than the lien of this Mortgage and the Permitted Exceptions. A "Transfer" is defined as any sale, grant, lease (other than bona fide third-party space leases with tenants), conveyance, assignment or other transfer of, or any encumbrance or pledge against, or grant of a security interest in, the Property, any interest in the Property, any interest of Borrower's partners, members or principals in the Property, or any change in Borrower's composition, in each instance whether voluntary or involuntary, direct or indirect, by operation of law or otherwise and including the grant of an option or the execution of an agreement relating to any of the foregoing matters.

(b) Borrower represents, and Beneficiary warrants and covenants that on the date of this Mortgage (i) Beneficiary is an Illinois limited partnership, whose sole general partner is 900 Co., Inc., a Delaware corporation.

Section 12.2. Permitted Transfers.

Borrower understands that in making the loan evidenced by the Note secured hereby, Lender is relying to a material extent upon the business expertise and net worth of JMB/Urban 900 Development Partners, Ltd. and the continuing interest of JMB/Urban 900 Development Partners, Ltd. in the Property. Accordingly, Borrower shall not, without the prior written consent of Lender first had and obtained in each case, (i) sell, assign or in any manner transfer the Property or any interest therein in whole or in part unless otherwise permitted by, or done strictly in accordance with, the provisions applicable thereto contained in this Mortgage or (ii) further encumber, or suffer to exist, any lien on the Property (other than the liens of this Mortgage, those other mortgages to be held by Lender on the date hereof and any mortgages incurred in connection with refinancings of loans permitted by the terms of this Mortgage, any Permitted Exceptions and any liens being contested by Borrower in good faith in accordance with the terms of this Mortgage). Any transfer by JMB/Urban 900 Development Partners, Ltd. of the beneficial interest in the Trust, any transfer of any general partnership interest in JMB/Urban 900 Development Partners, Ltd. or any change in the principal shareholders of any such general partner shall be deemed an assignment or transfer subject to the restrictions of this Section 12.2. Further, as long as JMB/Urban 900 Development Partners, Ltd. is the Beneficiary

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and the Trust is the owner of the Property, 900 Co., Inc. shall at all times retain at least a one percent (1%) managing general partnership interest in JMB/Urban 900 Development Partners, Ltd., and JMB Realty Corporation or the JMB Group (as hereinafter defined) shall at all times retain in the aggregate at least a thirteen percent (13%) ownership interest in such partnership. Notwithstanding the foregoing, the principal shareholders of any general partner of JMB/Urban 900 Development Partners, Ltd. shall have the right, from time to time, to sell or assign their interests in such general partner provided that after each such sale the JMB Group continues to own in the aggregate at least 51% of the stock of such general partner. If Borrower shall violate any of the provisions of this Section 12.2, then or at any time thereafter Lender, at its option, may declare the entire outstanding principal indebtedness and all accrued interest and other sums due under the Note and this Mortgage to be immediately due and payable.

Notwithstanding the foregoing, Trust shall have the right from time to time during the term of this Mortgage without the prior consent of Lender to sell and assign the Property and Beneficiary shall have the right from time to time to sell and assign the entire beneficial interest in the Trust (each such sale or assignment being deemed a sale of the Property; and each such sale, transfer, conveyance or assignment shall be referred to as a "Permitted Transfer") subject to (a) no Event of Default existing hereunder on the date on which such Permitted Transfer shall occur; (b) the Permitted Transfer being as an entirety and being made to one person; (c) if not being transferred to (x) the Lender, or to a subsidiary, affiliate or nominee of Lender, or (y) to a JMB Affiliate (as hereinafter defined) meeting the criteria for such JMB Affiliate as set forth in this Section, or to successor entity or entities of JMB Realty Corporation or any such JMB Affiliate by reason of reorganization(s), merger(s) or consolidation(s), the person so purchasing and/or taking assignment of the Property (hereinafter called the "Permitted Transferee") being first approved by Lender in writing (which approval or disapproval by Lender shall be based upon a determination by Lender in the exercise of its reasonable discretion that the Permitted Transferee shall or shall not have sufficient experience in owning and operating (or, if Permitted Transferee is not to operate, the entity employed or to be employed by Permitted Transferee to operate has sufficient experience in operating) major office and retail commercial real estate and whether or not such Permitted Transferee shall or shall not have sufficient resources to be able to perform its obligations hereunder and under the 900 North Michigan Declaration); (d) if the Permitted Transferee shall be a JMB Affiliate, Borrower and such Permitted Transferee having delivered to Lender such information and documentation that Lender shall have reasonably required to confirm the same; and (e) Lender receiving such documents that Lender may reasonably require confirming the sale and assignment to such Permitted Transferee and the assumption by such Permitted Transferee of all of the Borrower's obligations under the Ground Lease arising from and after the date of the Permitted Transfer. As used herein, the term "JMB Affiliate" shall mean an entity in which at least 50% of the equity is owned directly or indirectly in the aggregate by any or all of the following: (1) the JMB Group, (2) JMB Realty Corporation, (3) any successor entity or entities to JMB Realty Corporation which shall have acquired all of its individual or collective assets by reason of reorganization(s), merger(s) or consolidation(s) and (4) the respective principal officers, shareholders or employees of JMB Realty Corporation or such successor entity or entities by reason of such reorganization(s), merger(s) or consolidation(s). In the event of a Permitted Transfer by Borrower of its ownership interest in the Property, Borrower shall be relieved of its obligations under this Mortgage and the other Loan Documents which obligations accrue after the Permitted Transfer, provided that the Permitted Transferee has assumed and agreed to be bound by all of Borrower's obligations

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hereunder and under the other Loan Documents pursuant to an agreement in form and substance reasonably satisfactory to Lender.

The term "JMB Group" shall mean (i) Neil Bluhm, Judd Malkin and/or such officers who are, from time to time, part of the senior management of JMB Realty Corporation or any successor entity or entities by reason of reorganization(s), merger(s) or consolidation(s), (ii) the executors or administrators of the estate(s) of any of such persons who become deceased, (iii) the Family Members of any such persons, and (iv) trusts, all of the beneficiaries (other than contingent beneficiaries) of which, or partnerships or other entities all of the owners of which, are Family Members of any such person. The term "Family Members" shall mean an individual's current or former spouse, his or her parents, his or her children, grandchildren or great-grandchildren and their respective spouses or former spouses.

Borrower shall give Lender 30-days prior written notice of any of the foregoing proposed transfers, such notice to include the particulars of the proposed transfer in reasonable detail.

Section 12.3. Right to Contest Liens. Borrower, at its own expense, may contest the amount, validity or application, in whole or in part, of any mechanic's, materialmen's or environmental liens in which event Lender will refrain from exercising any of the Remedies, provided that the following conditions are met:

- (i) Borrower delivers to Lender notice of the proposed contest not more than thirty (30) days after the lien is filed;
- (ii) unless waived by Lender in each instance, the contest is by a Proceeding promptly initiated and conducted in good faith and with due diligence;
- (iii) there is no Event of Default other than the Event of Default arising from the filing of the lien;
- (iv) the Proceeding suspends enforcement of collection of the lien, imposition of criminal or civil penalties and sale or forfeiture of the Property and Lender will not be subject to any civil suit or Borrower pays the contested lien in protest;
- (v) such contest or Proceeding is not prohibited by and is conducted in accordance with the Leases and the Property Document;
- (vi) Borrower furnishes a bond or other security satisfactory to Lender, in either case, in an amount sufficient to pay the claim giving rise to the lien together with all interest and penalties and so as to cause the title insurance company insuring the lien of this Mortgage to insure over such lien, or Borrower pays the contested lien under protest; and
- (vii) With respect to an environmental lien, Borrower is using best efforts to mitigate or prevent any deterioration of the Property resulting from the alleged violation of any Environmental Laws or the alleged Environmental Activity.

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Section 12.4. Permitted Borrower Financing.

(a) Borrower is permitted to retain the following financing as of the date hereof, each of which shall be secured by a separate mortgage:

(i) Replacement Mortgage Note No. I dated as of the date hereof in the original principal sum of \$220,000,000;

(ii) Replacement Mortgage Note No. II dated as of the date hereof in the original principal sum of \$48,000,000;

(iii) Replacement Mortgage Note No. III dated as of the date hereof in the original principal sum of \$5,000,000; and

(iv) Replacement Mortgage Note No. IV dated as of the date hereof in the original principal sum of \$72,067,331.

(b) Notwithstanding the terms of the Ground Lease but subject to the rights of the Ground Lessor under the Ground Lease (and always in accordance with any prepayment provisions in the Note), Borrower shall be permitted to refinance with first mortgage indebtedness from time to time all of the Debt secured or to be secured hereby without paying in full the outstanding principal under the Replacement Mortgage Notes No. II and IV only if:

(i) Replacement Mortgage Note No. III shall have been fully paid or will be fully paid by the proceeds of the refinancing of the Debt;

(ii) Any proceeds of the refinancing of the Debt in excess of the amount required to pay in full all amounts outstanding under the Note and Replacement Mortgage Note No. III shall be paid to the holder of Replacement Mortgage Note No. II to reduce the outstanding principal amount of such note;

(iii) The interest rate and amortization schedule for the refinanced indebtedness shall be at a market rate for a market term; and

(iv) Borrower has used its good faith and commercially reasonable efforts to refinance the Debt so that the refinancing lender and the holder(s) of Replacement Mortgage Note(s) No. II and IV shall have entered into an intercreditor agreement upon terms then reasonable and customary in the real estate financial marketplace between secured creditors, and generally based upon the terms of intercreditor agreements entered into by such holder(s) with respect to other loans secured by office and/or retail properties within twelve (12) months of Borrower's refinancing of the Debt; provided, however that this requirement (iv) shall be waived if TIAA (defined below) is not the holder of Replacement Mortgage Note No. II. In addition, as long as (x) Teachers Insurance and Annuity Association of America or any affiliate, subsidiary or nominee of Teachers Insurance and Annuity Association of America ("TIAA"), is holder of Replacement Mortgage Note No. II, and (y) if at the time of Borrower's refinancing TIAA's investment obligations are rated no lower than "A" by Standard & Poors rating agency (or a comparable rating by a similar rating agency) the intercreditor agreement

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must provide that:

(A) TIAA will receive written notice of any Borrower default with respect to the refinanced indebtedness and TIAA shall be given a reasonable amount of time (in addition to whatever time is granted to Borrower) to cure Borrower's default, and

(B) TIAA shall be permitted to exercise its rights of foreclosure under the Replacement Second Mortgage and Security Agreement, including, but not limited to, rights of foreclosure, upon a Borrower Event of Default with respect to any monetary obligation under the Replacement Second Mortgage and Security Agreement, and TIAA shall be permitted to assume the rights and obligations of Borrower under the refinanced indebtedness.

ARTICLE XIII

ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 13.1. Further Assurances.

(a) Borrower will execute, acknowledge and deliver to Lender or to any other entity Lender designates any additional or replacement documents and perform any additional actions that Lender determines are reasonably necessary to evidence, perfect or protect Lender's first lien on and prior security interest in the Property or to carry out the intent or facilitate the performance of the provisions of the Loan Documents.

(b) Borrower appoints Lender as Borrower's attorney-in-fact to perform, at Lender's election, any actions and to execute and record any of the additional or replacement documents referred to in this Section, in each instance only at Lender's election and only to the extent Borrower has failed to comply with the terms of this Section.

Section 13.2. Estoppel Certificates.

(a) Within ten (10) days of Lender's request, Borrower will deliver to Lender or to any entity Lender designates a certificate certifying (i) the original principal amount of the Note; (ii) the unpaid principal amount of the Note; (iii) the date a Debt Service Payment was last made; (iv) that, except as may be disclosed in the statement, to the Borrower's knowledge, there are no defaults or events which, with the passage of time or the giving of notice, would constitute an Event of Default; and (v) there are no offsets or defenses against any portion of the Obligations except as may be disclosed in the statement.

(b) If Lender requests, Borrower will use commercially reasonable efforts to promptly deliver to Lender or to any entity Lender designates a certificate from each party to any Property Document, certifying that the Property Document is in full force and effect with, to such party's knowledge, no defaults or events which, with the passage of time or the giving of

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notice, would constitute an event of default under the Property Document by any party and that the party claims no defense or offset against the performance of its obligations under the Property Document.

(c) If Lender requests, Borrower will use commercially reasonable efforts to promptly deliver to Lender, or to any entity Lender designates, a certificate from each tenant under the Leases then affecting the Property, certifying to any facts regarding the Lease as Lender may require, including that the Lease is in full force and effect with, to the tenant's knowledge, no defaults or events which, with the passage of time or the giving of notice, would constitute an event of default under the Lease by any party, that the rent has not been paid more than one month in advance and that the tenant claims no defense or offset against the performance of its obligations under the Lease.

Section 13.3. Leases. Borrower shall not enter into, or consent to, any lease, sublease, occupancy or other agreement relating to the use or occupancy of all or any portion of the Property, or amend, modify, renew, extend, cancel or terminate (other than in accordance with its terms), any Lease existing on the date of this Mortgage, other than in full compliance with the terms and provisions of Article IV of the Assignment.

Section 13.4. 900 North Michigan Declaration. Borrower shall at all times faithfully keep and perform in all material respects or cause to be kept and performed in all material respects all of the terms, covenants, conditions, warranties and obligations required of it as contained in the 900 North Michigan Declaration. Borrower further covenants and agrees that it shall not modify, amend or alter any of the terms of the 900 North Michigan Declaration nor cancel or surrender any or all of the same, nor release or discharge any party of or from any material obligations, covenants and conditions therein to be observed and performed without in each instance securing the express prior written consent of Lender. Borrower further covenants and agrees to take all action reasonably necessary to compel the owners of the other components set forth in the 900 North Michigan Declaration (i.e., the hotel parcel and building and the residential parcel and building) to comply with the terms of the 900 North Michigan Declaration and to observe and perform all of their respective obligations thereunder in all material respects. Borrower further covenants and agrees to immediately notify Lender in writing of any notices or other communications received by it from any of the other parties to the 900 North Michigan Declaration alleging default by Borrower of any of its obligations thereunder or alleging the existence of grounds for a termination of the 900 North Michigan Declaration, and Borrower shall immediately furnish Lender with a copy of such notice or other communication.

ARTICLE XIV

DEFAULTS AND REMEDIES

Section 14.1. Events of Default. The term "Event of Default" means the occurrence of any of the following events:

- (i) if Borrower fails to pay any amount due, as and when required, under any Loan Document and (x) the failure continues for a period of five (5) days in the case of

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any scheduled payment of principal and interest (including the payment at maturity), or (y) the failure continues for a period of five (5) days after written notice thereof from Lender to Borrower in the case of any other payment due under the Loan Documents; or

(ii) if Borrower makes a general assignment for the benefit of creditors or generally is not paying, or is unable to pay, or admits in writing its inability to pay, its debts as they become due; or if Borrower or any other party commences any Proceeding (A) relating to bankruptcy, insolvency, reorganization, conservatorship or relief of debtors, in each instance with respect to Borrower; (B) seeking to have an order for relief entered with respect to Borrower; (C) seeking attachment, distraint or execution of a judgment with respect to Borrower; (D) seeking to adjudicate Borrower as bankrupt or insolvent; (E) seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to Borrower or Borrower's debts; or (F) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for Borrower or for all or any substantial part of Borrower's assets, provided that if the Proceeding is commenced by a party other than Borrower or any of Borrower's general partners or members, Borrower will have 120 days to have the Proceeding dismissed or discharged before an Event of Default occurs; or

(iii) if Borrower is in default beyond any applicable grace and cure period under any other mortgage, deed of trust, deed to secure debt or other security agreement encumbering the Property, whether junior or senior to the lien of this Mortgage; or

(iv) if a Transfer occurs except a Permitted Transfer or otherwise in accordance with the provisions of this Mortgage; or

(v) if Borrower abandons the Property; or

(vi) if Borrower materially defaults under the Property Documents beyond the applicable grace or cure period, if any, set forth therein; or

(vii) if there is a default in the performance of any other provision of any Loan Document or if there is any material inaccuracy or falsehood in any representation or warranty contained in any Loan Document which is not remedied within fifteen (15) days after Borrower receives notice thereof, provided that if the default, inaccuracy or falsehood is of a nature that it cannot be cured within the 15-day period and during that period Borrower commences to cure, and thereafter diligently continues to cure, the default, inaccuracy or falsehood, then the 15-day period will be extended for a reasonable period not to exceed 120 days after the notice to Borrower; or

(viii) if there is a default beyond any applicable grace and cure period under any guaranty in favor of Lender delivered to Lender in connection with the Loan or in connection with any loan made by Lender secured by the Property; or

(ix) if Borrower is in default beyond any applicable grace and cure period under the Ground Lease or if the Ground Lease terminates for any reason other than Ground Lessor's wrongful termination thereof; or

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(x) if Borrower is in default beyond any applicable grace and cure period under any other loan documents evidencing or securing loans made by Lender secured by the Property.

Section 14.2. Remedies.

(a) If an Event of Default occurs, Lender may take any of the following actions without notice to Borrower (the "Remedies"):

(i) declare all or any portion of the Debt immediately due and payable ("Acceleration");

(ii) pay or perform any Obligation;

(iii) institute a Proceeding for the specific performance of any Obligation;

(iv) apply for the appointment of a receiver, custodian, trustee, liquidator or conservator of the Property to be vested with the fullest powers permitted by Law, without bond being required, which appointment may be made ex parte, as a matter of right and without regard to the value of the Property, the amount of the Debt or the solvency of Borrower or any other person liable for the payment or performance of any portion of the Obligations;

(v) directly, by its agents or representatives or through a receiver appointed by a court of competent jurisdiction, enter on the Land and Improvements, take possession of the Property, dispossess Borrower and exercise Borrower's rights with respect to the Property, either in Borrower's name or otherwise,

(vi) institute a Proceeding for the foreclosure of this Mortgage or, if applicable, sell by power of sale all or any portion of the Property;

(vii) institute proceedings for the partial foreclosure of this Mortgage for the portion of the Debt then due and payable, subject to the continuing lien of this Mortgage for the balance of the Debt not then due;

(viii) make a declaration of default and demand for sale and elect to cause Borrower's interest in the Property to be sold, which notice Lender will file in the official records of the county in which the Property is located;

(ix) exercise any and all rights and remedies granted to a secured party under the Uniform Commercial Code; and

(x) pursue any other right or remedy available to Lender at Law, in equity or otherwise.

(b) While an Event of Default is continuing, the license granted to Borrower in the Loan Documents to collect Rents will cease automatically without any action required of Lender, provided that such license shall automatically be reinstated if and when such Event of

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Default is cured or waived. Pursuant to the provisions of 765 ILCS 5/31.5, the mere recordation of the Assignment entitles Lender immediately to collect and receive Rents upon the occurrence of an Event of Default, as defined in Section 14.1, without first taking any acts of enforcement under applicable law, including providing notice to Borrower, filing foreclosure proceedings, or seeking the appointment of a receiver. Further, Lender's right to the Rents does not depend on whether or not Lender takes possession of the Property as permitted under Section 14.2(a)(iv). In Lender's sole discretion, Lender may choose to collect Rents either with or without taking possession of the Property.

Section 14.3. General Provisions Pertaining to Remedies.

(a) The Remedies are cumulative and may be pursued by Lender concurrently or otherwise, at such time and in such order as Lender may determine in its sole discretion and without presentment, demand, protest or further notice of any kind, all of which are expressly waived by Borrower.

(b) The enumeration in the Loan Documents of specific rights or powers will not be construed to limit any general rights or powers or impair Lender's rights with respect to the Remedies.

(c) If Lender exercises any of the Remedies, Lender will not be deemed a mortgagee-in-possession unless Lender has elected affirmatively to be a mortgagee-in-possession.

(d) Lender will not be liable for any act or omission of Lender in connection with the exercise of the Remedies other than for gross negligence or wanton or willful misconduct.

(e) Lender's right to exercise any Remedy will not be impaired by any delay in exercising or failure to exercise the Remedy and the delay or failure will not be construed as extending any cure period or constitute a waiver of the default or Event of Default.

(f) If an Event of Default occurs, Lender's payment or performance or acceptance of partial payment or partial performance will not be deemed a waiver or cure of the Event of Default.

(g) Lender's acceptance of partial payment will not extend or affect any grace period or constitute a waiver of a default or Event of Default but will be credited against the unpaid Debt.

(h) Until this Mortgage is satisfied of record, the fee and leasehold estates in the Land (and/or in any other portion of the Property described under the Ground Lease) will not merge without Lender's prior approval, which may be withheld in Lender's sole discretion, notwithstanding that the fee and leasehold estates are held by a single entity. If Borrower acquires the fee title, or any other estate, title or interest in the Land, the Improvements, or any portion thereof, this Mortgage immediately and automatically, without the need for any additional mortgage, assignment, pledge or conveyance to Lender, will encumber the newly acquired interest as a first lien with the same force and effect as though specifically mortgaged,

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assigned, pledged or conveyed in this Mortgage. However, Borrower will deliver to Lender, at Lender's request, documents reasonably satisfactory to Lender evidencing Lender's first lien.

(i) If Borrower defaults under the Ground Lease and Lender cures the default for purposes of the Ground Lease, Lender's action in and of itself will not cure the corresponding Event of Default.

(j) If Borrower or any other entity exercises any right of redemption after foreclosure, the amount payable to effect the redemption will include all rents paid and other sums advanced by Lender, if any, to satisfy obligations of Borrower as lessee under the Ground Lease.

Section 14.4. Intentionally Deleted.

Section 14.5. General Provisions Pertaining to Receiver.

(a) If an Event of Default occurs and is continuing, any court of competent jurisdiction will, upon application by Lender, appoint a receiver of the Property as designated in the application and issue an injunction prohibiting Borrower from interfering with the receiver, collecting Rents, disposing of any Rents or any part of the Property, committing waste or doing any other act that will tend to affect the preservation of the Leases, the Rents and the Property and Borrower approves the appointment of the designated receiver or any other receiver appointed by the court. Borrower agrees that the appointment may be made ex parte and as a matter of right to Lender, either before or after sale of the Property, without further notice, and without regard to the solvency or insolvency, at the time of application for such receiver, of the person or persons, if any, liable for the payment of any portion of the Debt and the performance of any portion of the Obligations, and without regard to the value of the Property or whether the Property is occupied as a homestead and without bond being required of the applicant.

(b) The receiver will have all the powers that may be necessary or that are usual in similar cases for the protection, possession and operation of the Property and all the powers and duties of Lender as a mortgagee-in-possession as provided in this Mortgage and may continue to exercise all the usual powers and duties until the receiver is discharged by the court. The receiver shall further have all powers listed in 735 ILCS 5/15-1704, except as expressly limited by this Mortgage.

(c) In addition to all other available rights and Remedies, Lender or the receiver may take any of the following actions:

(i) take possession (subject to tenants in possession and beneficiaries of easements which constitute Permitted Exceptions), custody and control of the Property and manage the Property so as to prevent waste;

(ii) require Borrower to deliver to Lender or the receiver all keys, security deposits, operating accounts, prepaid Rents, past due Rents, the Books and Records and all original counterparts of the Leases and the Property Documents;

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(iii) collect, sue for and give receipts for the Rents and, after paying all expenses of collection, including reasonable receiver's, broker's and attorney's fees, apply the net collections to any portion of the Debt selected by Lender in its sole discretion,

(iv) make, modify, enforce, terminate or accept surrender of Leases and evict tenants except that in the case of a receiver, such actions may be taken only with the written consent of Lender as provided in this Mortgage and in the Assignment;

(v) enter into, modify, extend, enforce, terminate or renew Property Documents except that in the case of a receiver, such actions may be taken only with the written consent of Lender as provided in this Mortgage and in the Assignment;

(vi) appear in and defend any Proceeding brought in connection with the Property and bring any Proceeding to protect the Property as well as Borrower's and Lender's respective interests in the Property (unless any such Proceeding has been assigned previously to Lender in the Assignment, or if so assigned, Lender has not expressly assigned such Proceeding to receiver and consented to such appearance or defense by the receiver); and

(vii) perform any act in the place of Borrower that Lender or the receiver deems necessary (A) to preserve the value, marketability or rentability of the Property; (B) upon consent by Lender, to increase the gross receipts from the Property; or (C) otherwise to protect Borrower's and Lender's respective interests in the Property.

(d) Borrower appoints Lender as Borrower's attorney-in-fact, at Lender's election, to perform any actions and to execute and record any instruments necessary to effectuate the actions described in this Section, in each instance only at Lender's election and only to the extent Borrower has failed to comply with the provisions of this Section.

Section 14.6. General Provisions Pertaining to Foreclosures and the Power of Sale. The following provisions will apply to any Proceeding to foreclose and to any sale of the Property by power of sale or pursuant to a judgment of foreclosure and sale:

(i) Lender's right to institute a Proceeding to foreclose or to sell by power of sale will not be exhausted by a Proceeding or a sale that is defective or not completed;

(ii) a sale by power of sale or pursuant to a judgment of foreclosure and sale may be postponed or adjourned by public announcement at the time and place appointed for the sale without further notice;

(iii) with respect to sale by power of sale or pursuant to a judgment of foreclosure and sale, the Property may be sold as an entirety or in parcels, at one or more sales, at the time and place, on terms and in the order that Lender deems expedient in its sole discretion;

(iv) if a portion of the Property is sold pursuant to this Article, the Loan Documents will remain in full force and effect with respect to any unmatured portion of

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the Debt and this Mortgage will continue as a valid and enforceable first lien on and security interest in the remaining portion of the Property, subject only to the Permitted Exceptions, without loss of priority and without impairment of any of Lender's rights and remedies with respect to the unmatured portion of the Debt;

(v) Lender may bid for and acquire the Property at a sale and, in lieu of paying cash, may credit the amount of Lender's bid against any portion of the Debt selected by Lender in its sole discretion after deducting from the amount of Lender's bid the expenses of the sale, costs of enforcement and other amounts that Lender is authorized to deduct at Law, in equity or otherwise; and

(vi) Lender's receipt of the proceeds of a sale will be sufficient consideration for the portion of the Property sold and Lender will apply the proceeds as set forth in this Mortgage.

Section 14.7. Application of Foreclosure Sale and Other Proceeds. Lender may apply the proceeds of any sale of the Property by power of sale or pursuant to a judgment of foreclosure and sale and any other amounts collected by Lender in connection with the exercise of the Remedies to payment of the Monetary Obligations in such priority and proportions as Lender may determine in its sole discretion or in such priority and proportions as required by Law.

Section 14.8. Power of Attorney. Borrower appoints Lender as Borrower's attorney-in-fact, to perform all actions necessary and incidental to exercising the Remedies.

Section 14.9. Tenant at Sufferance. If Lender or a receiver enters the Property in the exercise of the Remedies and Borrower is allowed to remain in occupancy of the Property, Borrower will pay to Lender or the receiver, as the case may be, in advance, a reasonable rent for the Property occupied by Borrower. If Borrower fails to pay the rent, Borrower may be dispossessed by the usual Proceedings available against defaulting tenants.

Section 14.10. Compliance with Illinois Mortgage Foreclosure Law.

(a) If any provision of this Mortgage is inconsistent with any applicable provision of the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101, et seq. (the "Act"), the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can fairly be construed in a manner consistent with the Act.

(b) Without in any way limiting any of Lender's rights, remedies, powers and authorities under this Mortgage, and in addition to all of such rights, remedies, powers, and authorities, the Lender shall also have all rights, remedies, powers and authorities permitted to the holder of a mortgage under the Act, as the same may be amended from time to time. If any provision of this Mortgage shall grant to Lender any rights, remedies, powers or authorities upon default of the Borrower which are more limited than what would be vested in Lender under the Act in the absence of said provision, Lender shall have what would be vested under the Act

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(c) Without limitation, all expenses (including attorneys' fees and expenses) incurred by Lender, to the extent reimbursable under 735 ILCS 5/15-1510, 5/15-1512, or any other provision of the Act, whether incurred before or after any judgment of foreclosure, shall be added to the indebtedness secured by this Mortgage and included in the judgment of foreclosure.

ARTICLE XV

LIMITATION OF LIABILITY

Section 15.1. Limitation of Liability.

(a) Notwithstanding any provision in the Loan Documents to the contrary, except as set forth in subsections (b) and (c) of this Section 15.1, neither Beneficiary nor any present or future Constituent Partner (as hereinafter defined) in or agent of Beneficiary, nor any present or future officer, director, shareholder, employee, advisor, Affiliate or agent of or in any entity that is or becomes a Constituent Partner in Beneficiary, shall be personally liable for the payment or performance of the Obligations or for any other payments relating to the performance of the Obligations, and Lender and each of its successors and assigns waives any such personal liability. A "Constituent Partner" in Beneficiary means any direct partner in Beneficiary and any partner or member in any partnership or limited liability company that, directly or indirectly through one or more other partnerships or limited liability companies, is or becomes a partner in Beneficiary. Notwithstanding the foregoing, Lender may bring a proceeding to foreclose this Mortgage or for specific performance, may exercise a power of sale or may bring any other appropriate proceeding to enable Lender to enforce the Remedies, provided that Lender may not institute another proceeding for collection of the Debt or for or on account of any deficiency, except as set forth in subsections (b) and (c) below.

(b) The limitation of liability in subsection (a) will not affect or impair (i) the lien of this Mortgage or Lender's other rights and Remedies under the Loan Documents, including Lender's right as mortgagee or secured party to commence an action to foreclose any lien or security interest Lender has under the Loan Documents; (ii) the validity of the Loan Documents or the Obligations; (iii) Lender's rights under the Environmental Indemnity or under any guaranty or indemnity granted to Lender hereafter that are not expressly non-recourse or under any Loan Document executed by Borrower which is expressly recourse to Borrower; or (iv) Lender's right to present and collect on any letter of credit or other credit enhancement document held by Lender in connection with the Obligations.

(c) The following are excluded and excepted from the limitation of liability set forth in subsection (a) above with respect to Beneficiary and Lender may recover personally against Beneficiary (but not against any present or future Constituent Partner in or agent of Beneficiary nor any present or future officer, director, shareholder, employee, advisor, Affiliate or agent of or in any entity that is or becomes a Constituent Partner in Beneficiary) for the following:

(i) all out-of-pocket losses suffered and out-of-pocket damages, liabilities and expenses incurred by Lender arising out of any fraud or intentional misrepresentation by Beneficiary or any of Beneficiary's partners, members, officers, directors, shareholders or

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principals in connection with (A) Borrower's performance or fulfillment of any of the requirements or conditions to Lender making the Loan; (B) any inducements to Lender to make the Loan; (C) the execution and delivery of the Loan Documents; (D) any representations or warranties given in connection with the Loan; or (E) Borrower's performance of the Obligations;

(ii) all Rents derived from the Property after a monetary or a non-monetary Event of Default under the Loan Documents and all moneys that, on the date a default occurs, are on deposit in one or more accounts used by or on behalf of Borrower relating to the operation of the Property (but only to the extent that the sums on deposit in such accounts are Rents received by Borrower no more than thirty (30) days prior to the date of such default), except to the extent properly applied (as documented by evidence reasonably satisfactory to Lender) to payment of Debt Service Payments, Impositions, Insurance Premiums, costs of performing Obligations, and any reasonable and customary expenses incurred by Borrower in the operation, maintenance and leasing of the Property or otherwise paid to Lender;

(iii) all security deposits collected by Borrower or any of Borrower's predecessors and not properly refunded to tenants in accordance with their respective Leases, applied in accordance with the Leases or Law or delivered to Lender, and all advance rents collected by Borrower or any of Borrower's predecessors more than thirty (30) days in advance of the date provided in the applicable Lease and not applied in accordance with the Leases or delivered to Lender; proper refunding or application under this subclause (iii) to be documented by evidence reasonably satisfactory to Lender;

(iv) the replacement cost of any Fixtures or Personal Property (except for items that are replaced or are of no material benefit to the use, operation or value of the Property) removed by or on behalf of Borrower from the Property after a monetary default or non-monetary Event of Default occurs under any of the Loan Documents;

(v) all out-of-pocket losses, damages or liabilities suffered by Lender arising from intentional physical waste on the Property by or on behalf of Borrower;

(vi) all mechanic's or similar liens relating to work performed on or materials delivered to the Property prior to a foreclosure sale of the Property, but only to the extent Lender had advanced funds to pay for the work or materials;

(vii) all Proceeds that are collected by Borrower and not applied in accordance with this Mortgage or not paid to Lender as required under this Mortgage; and

(viii) all payments made by Lender for insurance premiums and/or Taxes and Assessments, but only to the extent that (A) such funds are not being held by Lender or by the Accumulations Depository on Lender's behalf and (B) gross receipts from the Property, after payment of Property expenses, were sufficient to permit Borrower to pay same and Borrower failed to do so.

(d) Nothing under subparagraph (a) above will be deemed to be a waiver of any right which Lender may have under Section 506(a), 506(b), 1111(b) or any other provisions

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of the Bankruptcy Code or under any other Law relating to bankruptcy or insolvency to file a claim for the full amount of the Debt or to require that all collateral will continue to secure all of the Obligations in accordance with the Loan Documents.

(e) Neither the negative capital account of any Constituent Partner in Beneficiary, nor any obligation of any Constituent Partner in Beneficiary to restore a negative capital account or to contribute or loan capital to Beneficiary or to any other Constituent Partner in Beneficiary, shall at any time be deemed to be the property or an asset of Beneficiary or any such other Constituent Partner (and neither Lender nor any of its successors or assigns shall have any right to collect, enforce or proceed against or with respect to any such negative capital account or obligation to restore or to contribute or loan capital).

Section 15.2. Trustee: Exculpation and Authority.

(a) This Mortgage is executed by the Trustee not individually or personally, but solely as trustee of the Trust, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the Trustee personally to pay any of the indebtedness arising or accruing under or pursuant hereto or to the Note, or to perform any covenant, undertaking, representation or agreement, either express or implied, contained herein or in the Note, all such personal liability of the Trustee, if any, being expressly waived by the Lender and by each and every Person now or hereafter claiming any right or security under this Mortgage.

(b) The Trustee hereby represents and Borrower warrants that it possesses full power and authority to execute and deliver this Mortgage.

ARTICLE XVI

WAIVERS

Section 16.1. WAIVER OF NOTICE. BORROWER WAIVES THE RIGHT TO RECEIVE ANY NOTICE FROM LENDER WITH RESPECT TO THE LOAN DOCUMENTS EXCEPT FOR THOSE NOTICES THAT LENDER IS EXPRESSLY REQUIRED TO DELIVER PURSUANT TO THE LOAN DOCUMENTS.

Section 16.2. WAIVER OF MARSHALLING AND OTHER MATTERS. BORROWER WAIVES THE BENEFIT OF ANY RIGHTS OF MARSHALLING OR ANY OTHER RIGHT TO DIRECT THE ORDER IN WHICH ANY OF THE PROPERTY WILL BE (i) SOLD; OR (ii) MADE AVAILABLE TO ANY ENTITY IF THE PROPERTY IS SOLD BY POWER OF SALE OR PURSUANT TO A JUDGMENT OF FORECLOSURE AND SALE. BORROWER ALSO WAIVES THE BENEFIT OF ANY LAWS RELATING TO APPRAISEMENT, VALUATION, STAY, EXTENSION, REINSTATEMENT, MORATORIUM, HOMESTEAD AND EXEMPTION RIGHTS OR A SALE IN INVERSE ORDER OF ALIENATION.

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Section 16.3. WAIVER OF TRIAL BY JURY. BORROWER AND LENDER WAIVE TRIAL BY JURY IN ANY PROCEEDING BROUGHT BY, OR AGAINST, OR COUNTERCLAIM OR CROSS-COMPLAINT ASSERTED BY OR AGAINST, BORROWER OR LENDER RELATING TO THE LOAN, THE PROPERTY DOCUMENTS OR THE LEASES. BORROWER (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS AND (II) ACKNOWLEDGES THAT THE ENTERING INTO BY LENDER OF THE LOAN SECURED BY THIS MORTGAGE HAS BEEN INDUCED BY, AMONG OTHER THINGS, THE WAIVERS AND CERTIFICATIONS SET FORTH IN THIS SECTION. BORROWER FURTHER ACKNOWLEDGES THAT IT HAS HAD THE ASSISTANCE OF INDEPENDENT LEGAL COUNSEL, SELECTED OF BORROWER'S OWN FREE WILL, IN THE REVIEW AND EXECUTION OF THIS MORTGAGE AND IN THE MAKING OF THE WAIVERS HEREIN CONTAINED, THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS SAID WAIVERS WITH SAID COUNSEL AND THAT THE MEANING AND EFFECT THEREOF HAVE BEEN FULLY EXPLAINED TO BORROWER BY SAID COUNSEL.

Section 16.4. WAIVER OF JUDICIAL NOTICE AND HEARING. BORROWER WAIVES ANY RIGHT BORROWER MAY HAVE UNDER LAW TO NOTICE OR TO A JUDICIAL HEARING PRIOR TO THE EXERCISE OF ANY RIGHT OR REMEDY PROVIDED BY THE LOAN DOCUMENTS TO LENDER AND BORROWER WAIVES THE RIGHTS, IF ANY, TO SET ASIDE OR INVALIDATE ANY SALE DULY CONSUMMATED IN ACCORDANCE WITH THE PROVISIONS OF THE LOAN DOCUMENTS ON THE GROUND (IF SUCH BE THE CASE) THAT THE SALE WAS CONSUMMATED WITHOUT A PRIOR JUDICIAL HEARING.

Section 16.5. WAIVER OF SUBROGATION. BORROWER WAIVES ALL RIGHTS OF SUBROGATION TO LENDER'S RIGHTS OR CLAIMS RELATED TO OR AFFECTING THE PROPERTY OR ANY OTHER SECURITY FOR THE LOAN UNTIL THE LOAN IS PAID IN FULL AND ALL FUNDING OBLIGATIONS UNDER THE LOAN DOCUMENTS HAVE BEEN TERMINATED.

Section 16.6. GENERAL WAIVER. BORROWER ACKNOWLEDGES THAT (A) BORROWER AND BORROWER'S PARTNERS, MEMBERS OR PRINCIPALS, AS THE CASE MAY BE, ARE KNOWLEDGEABLE BORROWERS OF COMMERCIAL FUNDS AND EXPERIENCED REAL ESTATE DEVELOPERS OR INVESTORS WHO UNDERSTAND FULLY THE EFFECT OF THE ABOVE PROVISIONS; (B) LENDER WOULD NOT MAKE THE LOAN WITHOUT THE PROVISIONS OF THIS ARTICLE; (C) THE LOAN IS A COMMERCIAL OR BUSINESS LOAN UNDER THE LAWS OF THE STATE OR COMMONWEALTH WHERE THE PROPERTY IS LOCATED NEGOTIATED BY LENDER AND BORROWER AND THEIR RESPECTIVE ATTORNEYS AT ARMS LENGTH; AND (D) ALL WAIVERS BY BORROWER IN THIS ARTICLE HAVE BEEN MADE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY, AFTER BORROWER FIRST HAS BEEN INFORMED BY COUNSEL OF BORROWER'S OWN CHOOSING AS TO POSSIBLE ALTERNATIVE RIGHTS, AND HAVE BEEN MADE AS AN

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INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A KNOWN RIGHT AND PRIVILEGE. THE FOREGOING ACKNOWLEDGEMENT IS MADE WITH THE INTENT THAT LENDER AND ANY SUBSEQUENT HOLDER OF THE NOTE WILL RELY ON THE ACKNOWLEDGEMENT.

Section 16.7. ILLINOIS STATUTORY WAIVERS. THE BORROWER, ON BEHALF OF ITSELF AND ALL PERSONS NOW OR HEREAFTER INTERESTED IN THE PROPERTY, VOLUNTARILY AND KNOWINGLY HEREBY ACKNOWLEDGES THAT THE TRANSACTION OF WHICH THIS MORTGAGE IS A PART IS A TRANSACTION WHICH DOES NOT INCLUDE EITHER AGRICULTURAL REAL ESTATE (AS DEFINED IN THE ACT), OR RESIDENTIAL REAL ESTATE (AS DEFINED IN THE ACT). THE BORROWER, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS MORTGAGE, HEREBY IRREVOCABLY WAIVES PURSUANT TO 735 ILCS 5/15-1601 OF THE ACT ANY AND ALL RIGHTS OF REDEMPTION FROM SALE OR FROM OR UNDER ANY ORDER, JUDGMENT OR DECREE OF FORECLOSURE OF THIS MORTGAGE (INCLUDING, WITHOUT LIMITATION, ALL RIGHTS OF REDEMPTION PROVIDED FOR IN 735 ILCS 5/15-1603) OR UNDER ANY POWER CONTAINED HEREIN OR UNDER ANY SALE PURSUANT TO ANY STATUTE, ORDER, DECREE OR JUDGMENT OF ANY COURT.

ARTICLE XVII

NOTICES

Section 17.1. Notices.

(a) All acceptances, approvals, consents, demands, notices, requests, waivers and other communications (the "Notices") required or permitted to be given under the Loan Documents must be in writing and (a) delivered personally by a process server providing a sworn declaration evidencing the date of service, the individual served, and the address where the service was made; (b) sent by certified mail, return receipt requested; or (c) delivered by nationally recognized overnight delivery service providing evidence of the date of delivery, with all charges prepaid, addressed to the appropriate party at its address listed below:

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If to Lender:

Teachers Insurance and Annuity Association of America
730 Third Avenue
New York, New York 10017
Attention: Director of Portfolio Management National Accounts,
Mortgage and Real Estate
Application # IL-666
Mortgage # 00205800

Teachers Insurance and Annuity Association of America
730 Third Avenue
New York, New York 10017
Attention: Vice President and Chief Counsel -
Mortgage and Real Estate Law
Application # IL-666
Mortgage # 00205800

With a courtesy copy to:

Mayer, Brown & Platt
190 South LaSalle Street
Chicago, Illinois 60603
Attention: John J. Gearon, Esq. and Scott B. Toban, Esq.
Re: TIAA Appl. #IL-666
Mortgage # 00205800

If to Borrower:

LaSalle National Bank
135 South LaSalle Street
Chicago, Illinois 60690
Attention: Land Trust Dept.
Re: Land Trust No. 107701

JMB/Urban 900 Development Partners, Ltd.
900 N. Michigan Avenue
Chicago, Illinois 60611
Attention: H. Rigel Barber
Re: TIAA Appl. #IL-666
00205800

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with a courtesy copy to:

Pircher, Nichols & Meeks
1999 Avenue of the Stars, Suite 2600
Los Angeles, California 90067
Attention: Real Estate Notices (SCS)

Lender and Borrower each may change from time to time the address to which Notices must be sent, by notice given in accordance with the provisions of this Section. All Notices given in accordance with the provisions of this Section will be deemed to have been given on the earliest of (i) actual receipt; or (ii) rejection of delivery; or (iii) three (3) Business Days after having been deposited in any mail depository regularly maintained by the United States postal service, if sent by certified mail; or (iv) one (1) Business Day after having been deposited with a nationally recognized overnight delivery service, if sent by overnight delivery; or (v) on the date of personal service, if served by a process server.

Section 17.2. Change in Borrower's Name or Place of Business. Borrower will immediately notify Lender in writing of any change in Borrower's name or the place of business set forth in the beginning of this Mortgage.

ARTICLE XVIII

MISCELLANEOUS

Section 18.1. Applicable Law. The Loan Documents are governed by and will be construed in accordance with the laws of the state or commonwealth where the Property is located without regard to conflict of law provisions.

Section 18.2. Usury Limitations. All agreements between Borrower and Lender, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of acceleration of the maturity hereof or otherwise, shall the interest contracted for, charged or received by Lender exceed the maximum amount permissible under applicable law. If, from any circumstance whatsoever, interest would otherwise be payable to Lender in excess of the maximum lawful amount, the interest payable to Lender shall be reduced to the maximum amount permitted under applicable law; and if from any circumstance Lender shall ever receive anything of value deemed interest by applicable law in excess of the maximum lawful amount, an amount equal to any excessive interest shall be applied to the reduction of the principal portion of the Debt and Obligations and not to the payment of interest, or if such excessive interest exceeds the unpaid principal portion of the Debt and Obligations, such excess shall be refunded to Borrower. All interest paid or agreed to be paid to Lender shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full period until payment in full of the principal (including the period of any renewal or extension hereof) so that the interest hereon for such full period shall not exceed the maximum amount permitted by applicable law. This Section shall control all agreements between Borrower and Lender.

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Section 18.3. Lender's Discretion. Wherever under the Loan Documents any matter is required to be satisfactory to Lender, Lender has the right to request, approve, consent to or determine any matter or Lender has an election, Lender's satisfaction, request, approval, consent, determination or election will be made to Lender's reasonable satisfaction or in Lender's reasonable discretion unless expressly provided to the contrary.

Section 18.4. Unenforceable Provisions. If any provision in the Loan Documents is found to be illegal or unenforceable or would operate to invalidate any of the Loan Documents, then the provision will be deemed expunged and the Loan Documents will be construed as though the provision was not contained in the Loan Documents and the remainder of the Loan Documents will remain in full force and effect.

Section 18.5. Survival of Borrower's Obligations. Borrower's representations, warranties and covenants contained in the Loan Documents will continue in full force and effect and survive (i) assignment or other transfer of all or any portion of Lender's interest in the Loan Documents or the Property; (ii) Lender's exercise of any of the Remedies or any of Lender's other rights under the Loan Documents; (iii) a Transfer (but only for acts or omissions occurring prior to a Permitted Transfer); (iv) amendments to the Loan Documents, except to the extent of such amendments; and (v) any other act or omission that might otherwise be construed as a release or discharge of Borrower, except an express release or discharge.

Section 18.6. Relationship Between Borrower and Lender; No Third Party Beneficiaries.

(a) Lender is not a partner of or joint venturer with Trust, Beneficiary or any other entity as a result of the Loan or Lender's rights under the Loan Documents; the relationship between Lender and Borrower is strictly that of creditor and debtor. Each Loan Document is an agreement between the parties to that Loan Document for the mutual benefit of the parties and no entities other than the parties to that Loan Document will be a third party beneficiary or will have any claim against Lender or Borrower by virtue of the Loan Document. As between Lender and Borrower, any actions taken by Lender under the Loan Documents will be taken for Lender's protection only, and Lender has not and will not be deemed to have assumed any responsibility to Borrower or to any other entity by virtue of Lender's actions.

(b) All conditions to Lender's performance of its obligations under the Loan Documents are imposed solely for the benefit of Lender. No entity other than Lender will have standing to require satisfaction of the conditions in accordance with their provisions or will be entitled to assume that Lender will refuse to perform its obligations in the absence of strict compliance with any of the conditions.

Section 18.7. Submission to Jurisdiction; Service of Process.

(a) WITHOUT LIMITING LENDER'S RIGHT TO BRING A PROCEEDING AGAINST BORROWER IN THE COURTS OF ANY OTHER JURISDICTION, BUT SUBJECT TO THE FOLLOWING SENTENCE, ANY PROCEEDING RELATING TO THE LOAN DOCUMENTS WILL BE LITIGATED IN THE STATE OR FEDERAL COURTS IN NEW YORK CITY. ANY FORECLOSURE PROCEEDING OR

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PROCEEDING FOR THE APPOINTMENT OF A RECEIVER WILL BE LITIGATED IN THE STATE OR FEDERAL COURTS IN THE STATE OR COMMONWEALTH IN WHICH THE PROPERTY IS LOCATED. BORROWER CONSENTS AND SUBMITS TO THE JURISDICTION OF THE COURTS DESCRIBED ABOVE. BORROWER WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY PROCEEDING RELATING TO THE LOAN DOCUMENTS AND AGREES TO INSTITUTE ANY PROCEEDING ONLY IN THE STATE AND FEDERAL COURTS IN NEW YORK CITY.

(b) The failure of Borrower's agent for service of process to give notice to Borrower of service of process in any Proceeding will not impair or affect the validity of the service or of any judgment in the Proceeding. To the extent permitted by Law, Borrower irrevocably consents to service of process by registered or certified mail, postage prepaid, return receipt requested, to Borrower at its address set forth in the Article entitled "Notices".

Section 18.8. Partial Reconveyances or Releases, Extensions, Waivers. Lender may: (i) release any part of the Property or release any entity obligated for any of the Obligations; (ii) extend the time for payment or performance of any of the Obligations or otherwise amend the provisions for payment or performance by agreement with any entity that is obligated for the Obligations or that has an interest in the Property; (iii) accept additional security for the payment and performance of the Obligations; and (iv) waive any entity's performance of an Obligation, release any entity or individual now or in the future liable for the performance of the Obligation or waive the exercise of any Remedy. Lender may exercise any of the foregoing rights without notice, without regard to the amount of any consideration given, without affecting the priority of this Mortgage, without releasing any entity not specifically released from its obligations under the Loan Documents, without releasing any guarantor(s) or surety(ies) of any of the Obligations, without effecting a novation of the Loan Documents and, with respect to a waiver, without waiving future performance of the Obligation or exercise of the Remedy waived.

Section 18.9. Entire Agreement. Oral agreements or commitments between Borrower and Lender to lend money, to extend credit or to forbear from enforcing repayment of a debt, including promises to extend or renew the debt, are not enforceable. Any agreements between Borrower and Lender relating to the Loan are contained in the Loan Documents, which contain the complete and exclusive statement of the agreements between Borrower and Lender, except as Borrower and Lender may later agree in writing to amend the Loan Documents. The language of each Loan Document will be construed as a whole according to its fair meaning and will not be construed against the draftsman.

Section 18.10. No Oral Amendment. The Loan Documents may not be amended, waived or terminated orally or by any act or omission made individually by Borrower or Lender but may be amended, waived or terminated only by a written document signed by the party against which enforcement of the amendment, waiver or termination is sought.

Section 18.11. Severability. The invalidity, illegality or unenforceability of any provision of any of the Loan Documents will not affect any other provisions of the Loan

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Documents, which will be construed as if the invalid, illegal or unenforceable provision never had been included.

Section 18.12. Covenants Run with the Land. Subject to the restrictions on transfer contained in the Article entitled "TRANSFERS, LIENS AND ENCUMBRANCES", all of the covenants of this Mortgage and the Assignment run with the land, will bind all parties hereto and all tenants and subtenants of the Land or the Improvements and their respective heirs, executors, administrators, successors and assigns, and all occupants and subsequent owners of the Property, and will inure to the benefit of Lender and all subsequent holders of the Note and this Mortgage.

Section 18.13. Time of the Essence. Time is of the essence with respect to Borrower's payment and performance of the Obligations.

Section 18.14. Subrogation. If the Principal or any other amount advanced by Lender is used directly or indirectly to pay off, discharge or satisfy all or any part of an encumbrance affecting the Property, then Lender is subrogated to the encumbrance and to any security held by the holder of the encumbrance, all of which will continue in full force and effect in favor of Lender as additional security for the Obligations.

Section 18.15. Joint and Several Liability. Subject to Section 15.2 hereof, if Borrower consists of more than one person or entity, the obligations and liabilities of each such person or entity under this Mortgage are joint and several.

Section 18.16. Successors and Assigns. The Loan Documents bind the parties to the Loan Documents and their respective successors, assigns, heirs, administrators, executors, agents and representatives and inure to the benefit of Lender and its successors, assigns, heirs, administrators, executors, agents and representatives.

Section 18.17. Duplicates and Counterparts. Duplicate counterparts of any of the Loan Documents may be executed and together will constitute a single original document.

[Signatures Follow on Next Page]

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IN WITNESS WHEREOF, this Mortgage has been duly executed by Borrower, intending to be legally bound and intending the same to take effect as a sealed instrument.

LASALLE BANK NATIONAL ASSOCIATION,
as trustee aforesaid under that certain Trust
Agreement, dated March 1, 1984, and known as
Trust No. 107701

By: _____

Gregory C. Lovato
Asst. Vice President

JMB/URBAN 900 DEVELOPMENT PARTNERS,
LTD., an Illinois limited partnership

By: 900 Co., Inc., a Delaware corporation,
its general partner

By: _____

Stephen A. Lovelette
Name: Stephen A. Lovelette
Title: Vice President

Accepted and Consented To:

TEACHERS INSURANCE AND ANNUITY
ASSOCIATION OF AMERICA

By: _____

Name: Suzan L. Amato

Its: Director

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IN WITNESS WHEREOF, this Mortgage has been duly executed by Borrower, intending to be legally bound and intending the same to take effect as a sealed instrument.

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Agreement, dated March 1, 1984, and known as
Trust No. 107701

By: _____
_____, Vice President

JMB/URBAN 900 DEVELOPMENT PARTNERS,
LTD., an Illinois limited partnership

By: 900 Co., Inc., a Delaware corporation,
its general partner

By: _____
Name: Stephen A. Lovelette
Title: Vice President

Accepted and Consented To:

TEACHERS INSURANCE AND ANNUITY
ASSOCIATION OF AMERICA

By: 
Name: Suzan L. Amato
Its: Director

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EXHIBIT A

DEFINITIONS

"900 North Michigan Declaration" means that Certain Declaration of Covenants, Conditions, Restrictions and Easements made by LaSalle National Bank, Trust No. 107701 and LaSalle National Bank, Trust No. 113495, dated as of April 20, 1989 and recorded May 9, 1989 as Document No. 89-208434 in the Official Records.

"Acceleration" is defined in Section 14.2(a)(i).

"Actual Environmental Knowledge" shall mean matters actually known to the partners, officers, directors of Borrower and Borrower's general partners, as well as those employees of Borrower and Borrower's general partners having responsibility for the maintenance and care of the Property and compliance thereof with Environmental Laws (excluding part time employees, janitorial and cleaning workers and similar non-managerial employees).

"Act" is defined in Section 14.10(a).

"Accumulations" is defined in Section 2.1(xii).

"Accumulations Depository" is defined in Section 6.2(a).

"Additional Funds" is defined in Section 7.4(a)(v).

"Amended and Restated Lease" is defined in the Rentals.

"Annual Financial Statement" is defined in Section 10.1(a).

"Assessments" is defined as all assessments now or hereafter levied, assessed or imposed against the Property.

"Assignment" is defined as the Replacement First Assignment of Interest in Leases dated of even date with this Mortgage made by Borrower for the benefit of Lender.

"Bankruptcy Code" means Title 11 of the United States Code.

"Beneficiary" is defined in the introductory paragraph.

"Books and Records" is defined in Section 2.1(xi)

"Borrower" is defined in the introductory paragraph.

"Business Days" is defined as any day on which commercial banks are not authorized or required by Law to close in New York, New York.

"Casualty" is defined as damage or destruction to the Property by fire or other casualty.

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“Code” is defined as the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

“Commercial Improvements” has the meaning set forth in the Ground Lease.

“Commercial Parcel” has the meaning set forth in the Ground Lease.

“Condemnation” is defined as the permanent or temporary taking of all or any portion of the Property, or any interest therein or right accruing thereto, by the exercise of the right of eminent domain (including any transfer in lieu of or in anticipation of the exercise of the right), inverse condemnation or any similar injury or damage to or decrease in the value of the Property, including severance and change in the grade of any streets

“Condemnation Awards” is defined in Section 2.1(viii).

“Condemnation Proceeding” is defined as a Proceeding that could result in a Condemnation.

“CPA” is defined as an independent certified public accountant satisfactory to Lender.

“Debt” is defined in Section 3.1.

“Debt Service Payments” is defined as the monthly installments of principal and interest payable by Borrower to Lender as set forth in the Note.

“Default Interest Rate” is defined as the lower of (x) 12.5% or (y) the Maximum Interest Rate, if any.

“Destruction Event” is defined in Section 7.4(a).

“DSC Ratio” is defined in subclause (ix) of Section 7.4.

“Environmental Activity” is defined as any actual, suspected or threatened abatement, cleanup, disposal, generation, handling, manufacture, possession, release, remediation, removal, storage, transportation, treatment or use of any Hazardous Material. The actual, suspected or threatened presence of any Hazardous Material, including any actual, suspected or threatened noncompliance with any Environmental Laws, will be deemed Environmental Activity.

“Environmental Indemnity” means that certain Environmental Indemnity from Beneficiary to Lender dated as of the date hereof.

“Environmental Laws” is defined as all Laws pertaining to health, safety, protection of the environment, natural resources, conservation, wildlife, waste management, Environmental Activities and pollution.

“Environmental Report” is defined as that certain report dated December 22, 2000 prepared by Weaver Boos and Gordon, Inc. issued to Borrower.

“ERISA” is defined in Section 8.3(a).

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“Escrow and Security Agreement” is defined in Section 6.2(c).

“Escrow and Security Agreement (Taxes)” means that certain Escrow and Security Agreement (Taxes) of even date herewith by and among Borrower, Lender and Accumulations Depository.

“Event of Default” is defined in Section 14.1.

“Expenses” is defined in Section 11.1(a).

“Financial Books and Records” is defined as detailed accounts of the income and expenses of the Property and of Borrower and all other data, records and information that either are specifically referred to in the Article entitled “FINANCIAL REPORTING” or are necessary to the preparation of any of the statements, reports or certificates required under such Article and includes all supporting schedules prepared or used by the CPA in auditing the Annual Financial Statement or in issuing its opinion.

“First Lease Amendment” is defined in the Recitals.

“First Mortgage” is defined in the Recitals.

“First Mortgage Amendment” is defined in the Recitals.

“Fiscal Year” is defined as any calendar year or partial calendar year during the Term.

“Fixed Interest Rate” is defined as 7.5% per annum.

“Fixtures and Personal Property” is defined in Section 2.1(iv).

“Force Majeure” is defined as any delays resulting from any causes beyond Borrower’s reasonable control, as the case may be, including, without limitation, strike, labor dispute, riot, inability to obtain materials (giving due regard for the ability to substitute similar materials and provided the party in question had done the appropriate planning and provided for the appropriate lead time in obtaining such materials), acts of God, war, fire or other casualty and other like circumstances. Under no circumstances shall the non-payment of money or a failure attributable to a lack of funds be deemed to be (or to have caused) an event of Force Majeure nor shall weather conditions which are reasonably anticipatable as to frequency, duration and severity in their season of occurrence be deemed an event of Force Majeure. Borrower shall use all commercially reasonable efforts to mitigate the delay caused by any event of Force Majeure to the extent reasonably commercially practicable.

“Government” is defined as any federal, state or municipal governmental or quasi-governmental authority including any executive, legislative or judicial branch, any division, subdivision or agency of any of them and any entity to which any of them has delegated authority.

“Ground Lease” is defined in the Recitals.

“Ground Lessor” is defined in the Recitals.

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“Ground Rent” is defined as any fixed, contingent or additional rent or other sums due and payable under the Ground Lease.

“Hazardous Materials” is defined as any by-product, chemical, compound, contaminant, pollutant, product, substance, waste or other material (i) that is hazardous or toxic under applicable Environmental Laws or (ii) the abatement, cleanup, discharge, disposal, emission, exposure to, generation, handling, manufacture, possession, presence, release, removal, remediation, storage, transportation, treatment or use of which is controlled, prohibited or regulated by any Environmental Laws, including asbestos, petroleum and petroleum products and polychlorinated biphenyls.

“Hotel Improvements” is defined in Section 13.6(g).

“Imposition Penalty Date” is defined in Section 6.1(a).

“Impositions” is defined as all Taxes, Assessments, ground rent, if any, water and sewer rents, fees and charges, levies, permit, inspection and license fees and other dues, charges or impositions, including all charges and license fees for the use of vaults, chutes and similar areas adjoining the Land, maintenance and similar charges and charges for utility services, in each instance whether now or in the future, directly or indirectly, levied, assessed or imposed on the Property or, to the extent the same could give rise to a lien on the Property, Borrower, and whether levied, assessed or imposed as excise, privilege or property taxes.

“Improvements” is defined in Section 2.1(ii).

“Insurance Premiums” is defined as all present and future premiums and other charges due and payable on policies of fire, rental value and other insurance covering the Property and required pursuant to the provisions of this Mortgage.

“Insurance Proceeds” is defined in Section 2.1(ix).

“Insurers” is defined in Section 7.1(c).

“Interest” is defined as the amount of fixed interest payable under the Note at the Fixed Interest Rate and any other sums which could be deemed to be interest under Law.

“IRPTA” is defined in Section 9.1(d).

“JMB Affiliate” is defined in Section 12.2.

“JMB Group” is defined in Section 12.2.

“JMB Leases” is defined in Section 5.6(c).

“Land” is defined in the Recitals.

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“Law” is defined as all present and future codes, constitutions, cases, opinions, rules, manuals, regulations, determinations, laws, orders, ordinances, requirements and statutes, as amended, of any Government that affect or that may reasonably be interpreted to affect the Property, Borrower or the Loan, including amendments and all guidance documents and publications promulgated thereunder.

“Lease Agreement” is defined in the Recitals.

“Leases” is defined as all present and future leases, subleases, licenses and other agreements for the use and occupancy of the Land and Improvements, any related guarantees and including any use and occupancy arrangements created pursuant to Section 365 (h) of the Bankruptcy Code or otherwise in connection with the commencement or continuation of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar Proceedings, or any assignment for the benefit of creditors, in respect of any tenant or other occupant of the Land and Improvements.

“Lender” is defined in the introductory paragraph.

“Loan” is defined in the Recitals.

“Loan Documents” is defined as the Note, this Mortgage, the Assignment, a collateral assignment of the Beneficiary’s beneficial interest in and power of direction under the Trust, and all documents now or hereafter executed by Borrower or held by Lender relating to the Loan, including all amendments, modifications and supplements thereof or thereto made at any time.

“Maturity Date” is defined in the Recitals.

“Maximum Interest Rate” is defined as the maximum rate of interest, if any, permitted by Law to be charged with respect to the Loan as the maximum rate may be increased or decreased from time to time.

“Mortgage” is defined as this Replacement First Mortgage and Security Agreement.

“Note” is defined in the Recitals.

“Note Payments” is defined in the Note.

“Notices” is defined in Section 17.1.

“Obligations” is defined in Section 3.1.

“Official Records” is defined in the Recitals.

“Parking Areas” is defined in Section 5.7.

“Permitted Exceptions” is defined as (i) the matters shown in Schedule B of the title insurance policy insuring the lien of this Mortgage, (ii) mechanics’ and materialmen’s liens for

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tenant improvements or other work provided that such liens are subordinate to the lien of this Mortgage and (iii) other matters expressly permitted under this Mortgage.

“Permitted Transfer” is defined in Section 12.2.

“Permitted Use” is defined as use as a first-class mixed use retail shopping plaza and office building and uses incidentally and directly related to such use.

“Policies” is defined in Section 7.1(c).

“Principal” is defined in the Recitals.

“Proceeding” is defined as a pending or threatened action, claim or litigation before a legal, equitable or administrative tribunal having proper jurisdiction and relating to the Borrower or the Property.

“Proceeds” is defined in Section 7.2.

“Property” is defined in Section 2.1.

“Property Documents” is defined in Section 2.1(v).

“Real Estate” is defined as that portion of the Property which constitutes real property.

“Remedies” is defined in Section 14.2(a).

“Rents” is defined as all rents, prepaid rents, percentage, participation or contingent rents, issues, profits, proceeds, revenues and other consideration accruing under the Leases or otherwise derived from the use and occupancy of the Land or the Improvements, including tenant contributions to expenses, security deposits (to the extent same may be applied by Borrower), royalties and contingent rent, if any, all other fees or payments paid to or for the benefit of Borrower and any payments received pursuant to Section 502(b) of the Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings, or any assignment for the benefit of creditors, in respect of any tenant or other occupant of the Land or the Improvements and all claims as a creditor in connection with any of the foregoing.

“Replacement Mortgage Note No. I” means the Note.

“Replacement Mortgage Note No. II” means that certain replacement note made as of the date hereof by Borrower in favor of Lender in the original principal amount of \$48,000,000.

“Replacement Mortgage Note No. III” means that certain replacement note made as of the date hereof by Borrower in favor of Lender in the original principal amount of \$5,000,000.

“Replacement Mortgage Note No. IV” means that certain replacement note made as of the date hereof by Borrower in favor of Lender in the original principal amount of \$72,067,331.

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“Restoration” is defined as the restoration of the Property after a Destruction Event as nearly as possible to its condition immediately prior to the Destruction Event, in accordance with the plans and specifications, in a first-class workmanlike manner using materials substantially equivalent in quality and character to those used for the original improvements, in accordance with Law and free and clear of all liens, encumbrances or other charges other than this Mortgage and the Permitted Exceptions.

“Restoration Completion Date” is defined in Section 7.4(a)(viii).

“Restoration Funds” is defined in Section 7.5(b).

“Sale” is defined in Section 14.10(i).

“Second Lease Amendment” is defined in the Recitals.

“Second Mortgage Amendment” is defined in the Recitals.

“Taxes” is defined as all present and future real estate taxes levied, assessed or imposed against the Property.

“Term” is defined as the scheduled term of this Mortgage terminating on the Maturity Date.

“Transfer” is defined in Section 12.1(a).

“Trust” is defined in the introductory paragraph.

“Trust Agreement” is defined in the introductory paragraph.

“Trustee” is defined in the introductory paragraph.

“Uniform Commercial Code” is defined as the Uniform Commercial Code in effect in the jurisdiction where the Land is located.

“Urban” is defined in Section 5.2.

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EXHIBIT B

RULES OF CONSTRUCTION

- (a) References in any Loan Document to numbered Articles or Sections are references to the Articles and Sections of that Loan Document. References in any Loan Document to lettered Exhibits are references to the Exhibits attached to that Loan Document, all of which are incorporated in and constitute a part of that Loan Document. Article, Section and Exhibit captions used in any Loan Document are for reference only and do not describe or limit the substance, scope or intent of that Loan Document or the individual Articles, Sections or Exhibits of that Loan Document.
- (b) The terms "include", "including" and similar terms are construed as if followed by the phrase "without limitation".
- (c) The terms "Land", "Improvements", "Fixtures and Personal Property", "Condemnation Awards", "Insurance Proceeds" and "Property" are construed as if followed by the phrase "or any part thereof".
- (d) Any agreement by or duty imposed on Borrower in any Loan Document to perform any obligation or to refrain from any act or omission constitutes a covenant running with the ownership or occupancy of the Land and the Improvements, which will bind all parties hereto and their respective successors and assigns, and all subsequent owners of the Property, and will inure to the benefit of Lender and all subsequent holders of the Note and this Mortgage and includes a covenant by Borrower to cause its general partners, members, principals, agents, representatives and employees to perform the obligation or to refrain from the act or omission in accordance with the Loan Documents. Any statement or disclosure contained in the Note, Mortgage, the Assignment, any applicable Escrow and Security Agreement, the Environmental Indemnity, and any other documents or instruments which (i) evidence the Loan, (ii) secure the Loan or (iii) are delivered by Borrower, any indemnitor or guarantor or any Principal to induce Lender to make, modify or extend the Loan, about facts or circumstances relating to the Property, Borrower or any other matter affecting the Property constitutes a representation and warranty by Borrower made as of the date of the Loan Document in which the statement or disclosure is contained.
- (e) The term "to Borrower's knowledge" is construed as meaning to Borrower's actual knowledge.
- (f) The singular of any word includes the plural and the plural includes the singular. The use of any gender includes all genders.
- (g) The terms "person", "party" and "entity" include natural persons, firms, partnerships, limited liability companies and partnerships, corporations and any other public or private legal entity.
- (h) The term "provisions" includes terms, covenants, conditions, agreements and requirements.

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- (i) The term "amend" includes modify, supplement, renew, extend, replace or substitute and the term "amendment" includes modification, supplement, renewal, extension, replacement and substitution.
- (j) Reference to any specific Law or to any document or agreement, including the Note, this Mortgage, any of the other Loan Documents, the Leases, the Ground Lease and the Property Documents, includes any future amendments to the Law, document or agreement, as the case may be.
- (k) No inference in favor of or against a party with respect to any provision in any Loan Document may be drawn from the fact that the party drafted the Loan Document.
- (l) The term "certificate" means the sworn, notarized statement of the entity giving the certificate, made by a duly authorized person satisfactory to Lender affirming the truth and accuracy of every statement in the certificate. Any document that is "certified" means the document has been appended to a certificate of the entity certifying the document that affirms the truth and accuracy of statements contained in the document to the extent and in the manner set forth in the certification. In all instances the entity issuing a certificate must be satisfactory to Lender.
- (m) Any appointment of Lender as Borrower's attorney-in-fact is irrevocable and coupled with an interest. Lender may appoint a substitute attorney-in-fact. Borrower ratifies all actions taken by the attorney-in-fact but nevertheless, if Lender requests, Borrower will specifically ratify any action taken by the attorney-in-fact by executing and delivering to the attorney-in-fact or to any entity designated by the attorney-in-fact all documents necessary to effect the ratification.
- (n) Any document, instrument or agreement to be delivered by Borrower will be in form and content satisfactory to Lender.
- (o) All obligations, rights, remedies and waivers contained in the Loan Documents will be construed as being limited only to the extent required to be enforceable under the Law.
- (p) The unmodified word "days" means calendar days. In the event any payment becomes due hereunder or under any other Loan Document on a day that is not a Business Day, such payment shall be payable on the next succeeding Business Day.

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EXHIBIT C

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EXHIBIT D

ANNUAL CERTIFICATE OF RENT ROLL

Dated: _____, 200_

Teachers Insurance and Annuity
Association of America ("Lender")
730 Third Avenue
New York, New York 10017

Re: TIAA Appl. #IL-666
TIAA Mtge. #000205800
900 North Michigan
Chicago, Illinois (the "Property")

Ladies and Gentlemen:

1. Pursuant to the documents evidencing and securing the captioned loan (the "Loan Documents"), the undersigned certifies to Lender, as follows:

(a) The leases ("Leases") identified on the rent roll¹ attached as Schedule "A" and made a part of this certification constitute all of the existing leases affecting the Property and the only subleases (the "Other Agreements") relating to the use and occupancy of the Property are as follows:

(b) There are no persons or entities in occupancy of all or any portion of the Property except pursuant to the Leases and the Other Agreements.

2. With respect to the Leases and except as set forth on Schedule B² the undersigned further certifies to lender as follows:

(a) Except for those leases approved by Lender in writing, the Leases executed by Borrower subsequent to the closing of the Loan did not require Lender's prior consent under Section 4.3 of the terms of the Assignment of Leases and Rents, a copy of which is attached hereto.

¹ The attached rent roll should detail the following information for each lease: Name of tenant (including d/b/a), date of lease and any amendments thereto, square footage, fixed rental and all escalations, additional and percentage rent, unrealized concessions (including free rent), security deposit, commencement date, expiration date and the date through which rentals have been paid.

² Delivery to lender of this Certification with exceptions listed on Schedule B will not be deemed approval of such matters by Lender and will not affect or impair lender's rights to exercise its remedies under the loan documents if any of the exceptions listed in Schedule B violate any term or covenants of the loan documents.

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(b) Each of the tenants under the Leases is in occupancy of its leased premises and paying rent as set forth in such tenant's Lease.

(c) Each of the Leases is in full force and effect and enforceable in accordance with its terms, subject to general equitable principles and to bankruptcy and related laws. To the actual knowledge of Borrower, there are no defaults or matters that with the passage of time or giving of notice would constitute a default, there are no existing defenses or offsets to the payment of rent and Borrower has not released, discounted or discharged the tenant from any obligation under the Lease including the payment of rent.

(d) Each of the Leases represents the entire agreement between the parties as to the leasing of the leased premises and has not been assigned, modified, supplemented, amended or to our knowledge, assigned by tenant.

(e) Borrower has complied with all material obligations and satisfied all material conditions (including any co-tenancy requirements) under the Leases which Borrower as landlord must have complied with or satisfied on or before the date of this certificate.

(f) None of the Leases obligates Borrower as landlord to pay any sum to the tenant or to make any tenant or capital improvements (other than restoration after casualty or condemnation), except for such obligations as have been satisfied by Borrower prior to the date of this certification or which specifically exclude Lender or any other purchaser in foreclosure from liability for such obligations.

(g) None of the Leases contains an option to purchase all or any portion of or interest in the Property (including rights of first or last offer).

(h) To the actual knowledge of the undersigned, the tenants under the Leases are free from pending bankruptcy or reorganization.

(i) To the actual knowledge of the undersigned, each of the leased premises is being operated in accordance with all applicable zoning ordinances and building codes in all material respects.

(j) None of the Leases contains an early termination or cancellation right, except as a result of casualty, condemnation or interruption of services or utilities.

(k) None of the Leases includes percentage or participation rent that is based on net sales figures or net profit amounts.

(l) Borrower as landlord has no obligations under the leases with respect to off-site improvements.

(m) To the actual knowledge of the undersigned, none of the Leases is the subject of any pending or threatened action, suit or proceeding.

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Capitalized terms used herein but not defined have the same meanings as in that certain Amended and Restated First Mortgage and Security Agreement dated as of November 1, 2000, by and between Borrower and Lender.

Notwithstanding anything herein or in the other Loan Documents to the contrary, except as expressly set forth below, neither Beneficiary nor any present or future Constituent Partner in or agent of Beneficiary, nor any present or future officer, director, shareholder, employee, advisor, Affiliate or agent of or in any entity that is or becomes a Constituent Partner in Beneficiary, shall have any personal liability, directly or indirectly, under or in connection with this Certification of Rent Roll, or any amendment or amendments hereto made at any time or times, heretofore or hereafter, provided, however, that Lender may recover personally against Beneficiary (but not against any present or future Constituent Partner in or agent of Beneficiary nor any present or future officer, director, shareholder, employee, advisor, Affiliate or agent of or in any entity that is or becomes a Constituent Partner in Beneficiary) for all actual and documented out-of-pocket losses suffered and out-of-pocket damage, liabilities and expenses incurred by Lender arising out of any fraud or intentional misrepresentation by Beneficiary in this Certification of Rent Roll. Neither the negative capital account of any Constituent Partner in Beneficiary, nor any obligation of any Constituent Partner to restore a negative capital account or to contribute or loan capital to Beneficiary or to any other Constituent Partner in Beneficiary, shall at any time be deemed to be the property or an asset of Beneficiary or any such other Constituent Partner (and neither Lender nor any of its successors or assigns shall have any right to collect, enforce or proceed against or with respect to such negative capital account or obligation to restore, contribute or loan).

JMB/URBAN 900 DEVELOPMENT PARTNERS,
LTD., an Illinois limited partnership

By: 900 Co., Inc., a Delaware corporation,
General Partner

By: _____
Name: _____
Title: _____

Sworn to and Subscribed before me
this ____ day of _____, 200__.

Notary Public

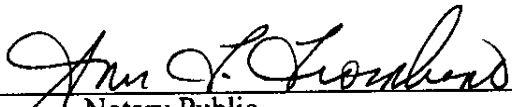
Notary Commission Expires:

UNOFFICIAL COPY

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS:

I, Ann T. Trombino, a Notary Public, in and for said County, in the State aforesaid, do hereby certify, that Georgeann C. Lasurdo, Assistant Vice President of LASALLE BANK NATIONAL ASSOCIATION, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 17th day of December, 2000.

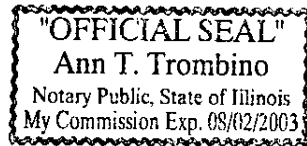


Notary Public

(Notarial Seal)

My Commission Expires:

8/2/03



UNOFFICIAL COPY

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS:

I, Ann T. Trombino, a Notary Public, in and for said County, in the State aforesaid, do hereby certify, that Susan L. Amato, Director of TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, who is personally known to me be the same person whose name is subscribed to the foregoing instrument as such director, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 11th day of December, 2000.

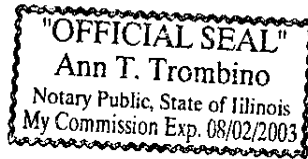


Notary Public

(Notarial Seal)

My Commission Expires:

8/2/03



10034917

UNOFFICIAL COPY

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS:

I, Ann T. Trombino, a Notary Public, in and for said County, in the state aforesaid, do hereby certify, that Stephen A. Lovelette, Vice President of 900 Co., Inc., a corporation which is the sole general partner of JMB/Urban 900 Development Partners, Ltd., a limited partnership ("JMB/Urban"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, of 900 Co., Inc., appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, as the free and voluntary act of said Corporation and as the free and voluntary act of JMB/Urban, for the uses and purposes therein set forth.

Given under by hand and notarial seal, this 29th day of December, 2000.

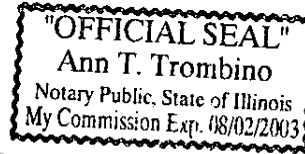


Notary Public

(Notarial Seal)

My Commission Expires:

8/2/03



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SCHEDULE A

Legal description of Commercial Parcel

PARCEL ONE:

All that leasehold estate (except the last day of the Initial Term thereof unless extended, in which case excepting the last day of the extended term) created by, and all of the right, title and interest of the Mortgagor as lessee in, to and under that certain Lease Agreement dated October 7, 1988 between LaSalle National Bank, Trust No. 113495, as Lessor, and LaSalle National Bank, Trust No. 107701 (Mortgagor), as Lessee, a memorandum of which was recorded October 7, 1988 as Document No. 88-464426 and the First Amendment to said Lease, a memorandum of which Amendment was recorded May 10, 1989 as Document No. 89-209932, as further amended by second Amendment to said Lease, dated of even date herewith, a memorandum of which Amendment was recorded on 11/16/93 as Document No. 93-932804 and amended and restated by that certain Amended and Restated Lease Agreement executed November 1, 2000 and effective January 1, 2001 between Lessor and Lessee, a memorandum of which was recorded 1-16, 2001 as Document No. 0010034915 (herein collectively called "Ground Lease"), which Ground Lease demises and leases for a term commencing October 7, 1988 and expiring at midnight on June 30, 2064 the following described land (excepting and excluding all right, title and interest of Grantor (as reserved in the deed from LaSalle National Bank, Trust No. 107701, to LaSalle National Bank, Trust No. 113495, recorded October 7, 1988 as Document No. 88-464425) in and to the buildings and improvements, or portions thereof, then or thereafter existing on or within said land, which interest shall terminate on the expiration, or sooner termination, of the Ground Lease) together with all rights and privileges of said lessee as same relate to an interest in real estate:

Lots 1, 2, 3, 6 and 7 in 900 North Michigan, being a Resubdivision of the land, property and space of part of Block 13 and the accretions thereto in Canal Trustees' Subdivision of the South Fractional Quarter of Section 3, Township 39 North, Range 14 East of the Third East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded May, 9 1989 as Document No. 89-208433.

PARCEL TWO:

Ownership interest in the improvements located on the land described in Estate One, said interest being all right, title and interest of Grantor (as reserved in the deed from LaSalle National Bank, Trust No. 107701, to LaSalle National Bank, Trust No. 113495, recorded October 7 1988 as Document No. 88-464425) in and to the buildings and improvements, or portions thereof, then or thereafter existing on or within said land, which interest shall terminate on the expiration, or sooner termination, of the Ground Lease.

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PARCEL THREE:

Perpetual Easements and other Easement Rights for the benefit of Parcels One and Two as declared and created by the Declaration of Covenants, Conditions, Restrictions and Easements made by LaSalle National Bank, Trust No. 107701, and LaSalle National Bank, Trust No. 113495, dated as of April 20, 1989 and recorded May 9, 1989 as Document No. 89-208434, said easements being over Lots 4 and 5 in 900 North Michigan, being a Resubdivision of the land, property and space of part of Block 13 and the accretions thereto in Canal Trustees' Subdivision of the South Fractional Quarter of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded May 9, 1989 as Document No. 89-208433, together with all of the rights, powers, privileges and benefits under the Declaration of Covenants, Conditions, Restrictions and Easements and any amendments thereof accruing thereunder to the Owner of Parcel One, its successors, legal representatives and assigns.

Permanent Index Number:	17-03-211-023	Volume 496
	(Lot 1)	
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	(Lot 2)	
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	(Lot 3)	
	17-03-211-028	
	(Lot 4)	
	17-03-211-029	
	(Lot 7)	

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