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Cook County Recorder 29.50



This Document Prepared By and After Recording Return to:

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AMENDMENT TO CONSTRUCTION AND ENCROACHMENT EASEMENT AGREEMENT

THIS AMENDMENT TO CONSTRUCTION AND ENCROACHMENT EASEMENT AGREEMENT (this "Amendment") is entered into as of October 30, 2000, by and between NORTHWESTERN UNIVERSITY, an Illinois corporation ("Grantor") and 250 EAST PEARSON, L.L.C., an Illinois limited liability company ("Grantee").

WITNESSETH:

WHEREAS, Grantor and Grantee have entered into that certain Construction and Encroachment Easement Agreement dated as of July 31, 2000 and recorded with the Recorder of Deeds of Cook County, Illinois on August 2, 2000 as Document Number 00584666 (the "Easement Agreement");

WHEREAS, Grantor and Grantee desire to amend the Easement Agreement to correct certain scrivener's errors contained in the legal description set forth on Exhibit A to the Easement Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Insofar as the specific terms, provisions and exhibits of this Amendment purport to amend or modify or are in conflict with the specific terms, provisions and exhibits of the Easement Agreement, the terms, provisions and exhibits of this Amendment shall govern and control; in all other respects, the terms, provisions and exhibits of the Easement Agreement shall remain unmodified and in full force and effect.

2. Exhibit A to the Easement Agreement is hereby deleted in its entirety, and Exhibit A attached to this Amendment is substituted in its place.

3. Each party represents to the other that it has full right, power and authority to enter into this Amendment and has taken all requisite corporate and limited liability company action, as applicable, to authorize the execution and delivery of this Amendment, and this Amendment is a

legally valid and binding obligation of each party.

4. Grantor and Grantee hereby agree that (a) this Amendment is incorporated into and made a part of the Easement Agreement, (b) any and all references to the Easement Agreement hereafter shall include this Amendment, and (c) the Easement Agreement and all terms, conditions and provisions of the Easement Agreement are in full force and effect as of the date hereof, except as modified and amended by this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

GRANTOR:

NORTHWESTERN UNIVERSITY, an Illinois corporation

By: [Signature]  
Name: EUGENE S. SUNSHINE  
Title: SENIOR VICE PRESIDENT FOR BUSINESS AND FINANCE

GRANTEE:

250 EAST PEARSON, L.L.C., an Illinois limited liability company

By: Lake Shore, L.L.C., an Illinois limited liability company, its sole member

By: [Signature]  
Name: Steph P. Galt  
Title: Senior Vice President

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, ANDREA HINES, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT STEPHEN GARCIA, a Gen VP of Lake Shore, L.L.C. ("Lake Shore") being the sole member of 250 EAST PEARSON, L.L.C., an Illinois limited liability company ("250 East Pearson"), personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of Lake Shore, on behalf of 250 East Pearson, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 12th day of January 2001.

Andrea Hines  
Notary Public

My commission expires:

8-27-03

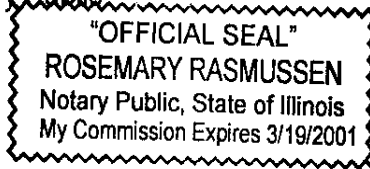


STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, ROSEMARY RASMUSSEN, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT EUGENE S. SUNSHINE the SR VICE PRESIDENT of NORTHWESTERN UNIVERSITY, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such SR VICE PRESIDENT, appeared before me this day in person and acknowledged that he signed and delivered said instrument pursuant to proper authority given by the Board of Trustees of said corporation, as his 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 14 day of FEBRUARY, 2001.

Rosemary Rasmussen  
Notary Public



My commission expires:

MARCH 19 2001

EXHIBIT A

LEGAL DESCRIPTION OF THE GRANTOR PARCEL

THAT PART OF LOTS 94 TO 97 IN LAKE SHORE DRIVE ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCKS 14 AND 20 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 91 IN SAID LAKE SHORE DRIVE ADDITION; THENCE NORTH 00° 12' 21" EAST ALONG THE WEST LINE THEREOF 104.03 FEET; THENCE NORTH 90° 00' 00" EAST 175.0 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90° 00' 00" EAST 4.75 FEET; THENCE NORTH 00° 12' 21" EAST 3.24 FEET TO THE NORTH LINE OF LOT 94; THENCE NORTH 90° 00' 00" EAST ALONG THE NORTH LINE OF LOTS 94 TO 97 FOR A DISTANCE OF 129.18 FEET; THENCE SOUTH 00° 12' 21" WEST 107.27 FEET TO THE SOUTH LINE OF SAID LOTS; THENCE SOUTH 90° 00' 00" WEST ALONG SAID SOUTH LINE 134.0 FEET; THENCE NORTH 00° 12' 21" EAST 104.03 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Permanent Identification Number: 17-03-228-022-8001

Common Address: 250 East Pearson, Chicago, Illinois