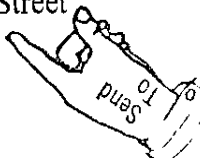




0010894960

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Cathleen M. Bishop  
Neal, Gerber & Eisenberg  
Two North LaSalle Street  
Suite 2100  
Chicago, IL 60602



FOR RECORDER'S USE ONLY

TERMINATION OF COTENANCY AGREEMENT

THIS TERMINATION OF COTENANCY AGREEMENT (this "Agreement") is made and entered into as of the 27th day of September, 2001, by and between UGP-TOWER, LLC, a Delaware limited liability company ("UGP"), and GENERAL PARKING CORPORATION, an Illinois corporation ("GPC").

RECITALS

A. UGP and GPC each own undivided interests as tenants in common in the real property and improvements thereon commonly known as 325-337 South Franklin Street, Chicago, Cook County, Illinois, and legally described on Exhibit A attached hereto and made a part hereof (the "Property"). Such tenant-in-common interests are held pursuant to the terms and conditions of that certain Cotenancy Agreement dated as of June 19, 1998, as amended by that certain First Amendment to Cotenancy Agreement dated as of July 13, 1999 (as amended, the "Cotenancy Agreement"), a Memorandum of which was recorded May 23, 2000, as Document No. 00371379 in Book 3525, Page 136 with the Recorder of Deeds of Cook County, Illinois.

B. GPC has on this date transferred and conveyed to UGP all of GPC's right, title and interest in, to and under the Property.

C. UGP and GPC desire to terminate the Cotenancy Agreement, subject to and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals (which are incorporated herein by this reference), the covenants and conditions set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, UGP and GPC hereby agree as follows:

1. Defined Terms. All capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Cotenancy Agreement.

2. Termination. GPC and UGP agree that the Cotenancy Agreement is terminated and of no further force or effect as of the date hereof, subject to the terms and conditions of this Agreement.

2 of 2 of Elna

3. Costs and Expenses. GPC shall be responsible for its proportionate share of Property Costs up to, but expressly excluding, the date hereof and shall be entitled to receive its proportionate share of Property Funds in excess of Property Costs ("Surplus Property Funds") up to, but expressly excluding, the date hereof. Any undistributed Surplus Property Funds as of the date hereof shall reflect a proration of real estate taxes (including reasonable reserves for accrued taxes) and all other Property Costs to the date hereof, and GPC's proportionate share thereof shall be paid by UGP to GPC within ninety (90) days after the date hereof, subject to a re-proration of real estate taxes upon receipt of the final 2001 tax bills.

4. Post-Termination Accounting. UGP agrees to provide GPC with information regarding the income and expenses of the Property, as of the date hereof, sufficient to enable GPC to include such amounts for income tax purposes through calendar year 2001.

5. Further Assurances. UGP and GPC each agree, at any time and from time to time, to execute, acknowledge (as appropriate), and deliver such further instruments and documents and to take such further actions as the other may reasonably request in order to carry out the intents and purposes of this Agreement.

6. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute a single document. Time is of the essence of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, UGP and GPC have caused this TERMINATION OF COTENANCY AGREEMENT to be executed and delivered as of the date first written above.

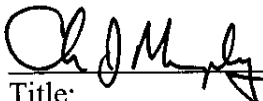
UGP:

UGP-TOWER, LLC,  
a Delaware limited liability company

By: UGP-Everest, LLC,  
a Delaware limited liability company,  
its sole member

By: Urban Growth Property Limited  
Partnership, a Delaware Limited  
Partnership, its sole member

By: Urban Growth Property Trust,  
a Maryland real estate  
investment trust, its general partner

By:   
Title: \_\_\_\_\_

**CHARLES J. MURPHY  
SR. VICE PRESIDENT**

GPC:

GENERAL PARKING CORPORATION,  
an Illinois corporation


By:   
Michael Prussian, President

Exhibit A - Legal Description

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

Before me, the undersigned, a notary public in and for said County in the State aforesaid, personally appeared Charles S. Murphy, the Senior Vice President of Urban Growth Property Trust, which is the general partner of Urban Growth Property Limited Partnership, which is the sole member of UGP-Everest, LLC, which is the sole member of UGP-TOWER, LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument and who acknowledged to me that he signed the foregoing instrument as his free and voluntary act and in his authorized capacity, and that by his signature on the instrument the entities upon whose behalf such person acted executed the instrument.

WITNESS my hand and official seal this 7<sup>th</sup> day of September, 2001.



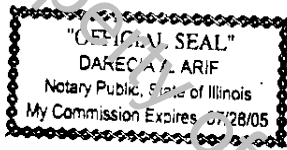
*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public

Commission Expires: 7/28/05

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

Before me, the undersigned, a notary public in and for said County in the State aforesaid, personally appeared Michael Prussian, the President of GENERAL PARKING CORPORATION, an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument and who acknowledged to me that he signed the foregoing instrument as his free and voluntary act and as the free and voluntary act of said corporation.

WITNESS my hand and official seal this 7<sup>th</sup> day of September, 2001.



[Signature]  
Notary Public

Commission Expires: 7/28/05

Property of Cook County Clerk's Office

EXHIBIT A

Legal Description

PARCEL 1:

LOT 2 (EXCEPT THE NORTH 77.00 FEET 9 INCHES THEREOF) IN THE SUBDIVISION OF THE WEST 1/2 OF BLOCK 91 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH 1/2 OF PRIVATE ALLEY LYING SOUTH AND ADJOINING LOT 2 (EXCEPT THE NORTH 77.00 FEET 9 INCHES THEREOF) IN THE SUBDIVISION OF THE WEST 1/2 OF BLOCK 91 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 3, 4, 5, 6, 7, 8 AND 9, ALL INCLUSIVE, IN THE SUBDIVISION OF THE WEST 1/2 OF BLOCK 91 IN SCHOOL SECTION ADDITION TO CHICAGO, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 10, 1869 IN BOOK 168 OF PLATS, PAGE 190, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE SOUTH HALF OF THE PRIVATE ALLEY SOUTH OF AND ADJOINING LOT 2 AND NORTH OF AND ADJOINING LOTS 3, 4, 5, 6, 7, 8 AND 9, ALL INCLUSIVE, IN THE SUBDIVISION OF THE WEST 1/2 OF BLOCK 91 IN SCHOOL SECTION ADDITION TO CHICAGO, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 10, 1869 IN BOOK 168 OF PLATS, PAGE 190, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH LIES NORTH OF AND ADJOINING LOTS 3, 4, 5, 6, 7, 8 AND 9 AFORESAID, IN COOK COUNTY, ILLINOIS.

Address: 325-337 South Franklin  
Chicago, Illinois

PINs: 17-16-228-003  
17-16-228-004  
17-16-228-005  
17-16-228-016  
17-16-228-017