

RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:

Cathleen M. Bishop
Neal, Gerber & Eisenberg
Two North LaSalle Street
Suite 2200
Chicago, IL 60602



NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS NONDISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made and entered into as of the 24 day of January, 2002, by and between KINZIE PROPERTIES L.L.C., a Delaware limited liability company (the "Owner"), and 326 SOUTH WELLS CORPORATION, an Illinois corporation (the "Tenant").

RECITALS:

WHEREAS, Owner is the owner of certain real property and improvements constructed thereon located at 345 North LaSalle Street in Chicago, Cook County, Illinois, being more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Property is improved with a self-parking facility containing 611 automobile parking spaces (together with all parking stalls, ramps, driveways, levels, elevators, security equipment, mechanical equipment, offices, traffic and revenue control equipment and other specialized equipment, and other parts thereof, but expressly excluding sidewalks, hereinafter referred to as the "Facility"), which Facility also contains certain other office and retail uses (the Facility, together with such other uses, being herein referred to as the "Project"); and

WHEREAS, pursuant to that certain Parking Garage Lease dated as of November 17, 1999 (the "Master Lease"), by and between Kinzie Peabody Sterling, LLC, a Delaware limited liability company ("KPS"), Owner's predecessor-in-interest, as landlord, and Sterling Parking, LLC, a Delaware limited liability company, as tenant (the "Master Tenant"), KPS agreed to lease the Facility to Master Tenant; and

WHEREAS, pursuant to that certain Parking Garage Sublease dated November 17, 1999, as amended by that certain First Amendment to Parking Garage Sublease dated September 28, 2001 by and between Master Tenant, as landlord, and Tenant, as successor-in-interest to LaSalle-Kinzie Partnership, an Illinois general partnership, as tenant (collectively, the "Lease"), Master Tenant agreed to lease the Facility to Tenant; and

WHEREAS, Owner and Tenant are entering into this Agreement in order to memorialize their respective rights and obligations with respect to the Master Lease, the Lease and the Facility;

gog

NEAR NORTH
NO 1010063

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

1. **Subordination and Nondisturbance.** Tenant acknowledges that the Lease is subject and subordinate in all respects to the Master Lease, subject, however, to the terms and conditions of this Agreement. So long as Tenant is not in default under the Lease or this Agreement beyond any applicable notice, grace and/or cure period, Owner covenants and agrees that Tenant's possession and occupancy of the Facility shall not be disturbed by Owner or any person or entity acting by, through or under Owner during the term of the Lease.

2. **Attornment.** If the Master Lease is terminated for any reason whatsoever, or if Owner otherwise succeeds to the interest of Master Tenant under the Lease, the Lease shall continue in full force and effect so long as Tenant continues to perform its obligations thereunder. In any such event, Owner shall recognize the Lease and Tenant's rights thereunder and Tenant shall make full and complete attornment to Owner as substitute landlord under the Lease upon the same terms, covenants and conditions as provided in the Lease, including, without limitation, any option to purchase the Facility and rights of first refusal to purchase the Facility as may be granted to Tenant in the Lease.

3. **Waiver of Joinder.** Tenant hereby waives any and all rights of joinder in and/or service of notice of any and all termination and/or right to possession or other similar actions by Owner under the Master Lease, and of any other actions at law or in equity by Owner to gain possession of the Facility or any part thereof. Except to the extent required by law, it shall not be necessary to name, and Owner expressly agrees not to name, Tenant as a party defendant to any such action.

4. **Construction Covenant.** Intentionally omitted.

5. **Casualty Loss.** In the event the Lease is terminated under the provisions of Section 6.3 thereof as a result of a substantial casualty and Owner or any affiliate of Owner (including, without limitation, Master Tenant) shall at any time within three (3) years of any such casualty elect to rebuild the Facility substantially to its condition prior to the occurrence of such casualty, then Tenant shall have the right, at its option (whether or not the Master Lease is still in effect or reinstated), exercisable at any time within sixty (60) days after the earlier to occur of (i) receipt of written notice from Owner or Master Tenant to Tenant of Owner's or Master Tenant's intention to rebuild, and (ii) commencement of construction thereof, to reinstate the Lease, or to enter into a new lease directly with Owner on the same terms and conditions as now contained in the Lease, for a term equal to the remaining term of the Lease as of the date of the occurrence of such casualty.

6. **Operating Right of First Refusal.** Subject to the prior rights of Tenant with respect to a Facility reconstructed within three (3) years after the occurrence of a casualty as provided in Section 5 hereof, in the event the Lease is terminated pursuant to Section 6.3 thereof and Owner or any affiliate of Owner (including, without limitation, Master Tenant) thereafter constructs or reconstructs on the Property a parking facility of any type whatsoever, Tenant, or

an affiliate of Tenant, shall have a right of first refusal as to any management contract, lease or operating agreement to be entered into with respect to such parking facility.

7. **Sale Right of First Refusal.** If, at any time during the Term, Owner elects to sell the Facility separate and apart from the remainder of the Project, then Tenant shall have a right of first refusal to purchase the Facility (the "**ROFR**"), subject to and in accordance with the following terms and conditions:

(a) If Owner receives a written offer to purchase the Facility from any third party other than an affiliate of Owner (an "**Offer**") and Owner has accepted or intends to accept such Offer (subject to the provisions of this Section 7), then Owner shall so notify Tenant in writing, which notice shall set forth the terms and conditions of the Offer and shall include a copy of the Offer and acceptance thereof by Owner (the "**Offer Notice**").

(b) Tenant shall have a period of forty-five (45) days after receipt of the Offer Notice to exercise the ROFR by delivering written notice thereof to Owner within said forty-five (45) day period (the "**Acceptance Notice**"), which Acceptance Notice shall include Tenant's agreement to purchase the Facility upon the same terms and conditions set forth in the Offer Notice, subject to the provisions of subsections (d), (e) and (j) hereof. If the Offer Notice provides for an earnest money deposit, then the Acceptance Notice shall be accompanied by a deposit in the amount specified in the Offer Notice or evidence that such deposit has been made to the escrowee specified in the Offer Notice as the holder of such deposit.

(c) Upon the timely delivery of the Acceptance Notice together with any deposit required pursuant to subsection (b) above, such Acceptance Notice shall constitute a binding contract between Owner and Tenant for the sale and purchase of the Facility upon the terms and conditions set forth in the Offer Notice, subject to the provisions of subsections (d), (e) and (j) below. Such sale and purchase shall be consummated (the "**Closing**") on the later to occur of (i) sixty (60) days after delivery of the Acceptance Notice and (ii) the date for closing set forth in the Offer (the "**Closing Date**").

(d) In the event the Offer Notice contemplates the delivery of consideration (in whole or in part) other than cash or purchase money financing (whether or not secured) or both, then Tenant shall deliver at Closing, in lieu of the non-cash consideration, cash equal in value to the fair market value of the non-cash consideration set forth in the Offer Notice. Owner and Tenant shall use their best efforts to agree on such fair market value on or before the Closing Date, and if they cannot so agree, then Tenant and Owner shall proceed as follows:

(i) Tenant shall pay to Owner at Closing cash in an amount equal to the fair market value of such non-cash consideration as determined by Tenant.

(ii) Tenant shall deposit into an escrow at Closing the difference between the amount paid by Tenant pursuant to subsection (i) above and the fair market value of such non-cash consideration as determined by Owner, which

escrow shall be held and disbursed by an escrowee mutually acceptable to Owner and Tenant pursuant to a written escrow agreement in the customary form required by such escrowee and containing such additional provisions as may be necessary to reflect the terms and conditions hereof. Such deposit shall be held by the escrowee in an interest bearing account pending resolution of the valuation dispute in accordance with the provisions hereof, with interest earned on such escrow amounts being disbursed to the prevailing party in such dispute and any escrow fee charged in connection with such escrow being paid by the non-prevailing party.

(iii) Within five (5) days after the Closing Date, Owner and Tenant shall each appoint an appraiser with not less than ten (10) years experience in evaluating the fair market value of the type of non-cash consideration in issue. Within five (5) days after such appointments, the two (2) appraisers shall jointly select a third appraiser. Within fifteen (15) days after the Closing Date, Owner and Tenant shall each submit to the appraisers in writing such party's determination of the fair market value of the non-cash consideration and any documentation supporting such determination. The appraisers shall have a period of thirty (30) days after appointment of the third appraiser to select either Owner's determination or Tenant's determination of the fair market value; no compromise decision shall be made by the appraisers and any compromise decision shall be void. The majority decision of the appraisers shall be submitted to Owner and Tenant in writing within said thirty (30) day period, with a copy thereof being sent to escrowee, which decision shall be conclusively binding on Owner, Tenant and escrowee. Escrowee shall disburse the escrow, together with all accrued interest thereon, to the prevailing party specified in the appraisers' written decision within two (2) business days after receipt thereof.

(iv) Each party shall pay all costs and expenses of the appraiser appointed by such party and the non-prevailing party shall pay the costs and expenses of the third appraiser.

(e) In the event the Offer Notice contemplates purchase money financing, then the Acceptance Notice shall specify whether Tenant elects to close on the terms of such purchase money financing or if Tenant will pay cash at Closing in an amount equal to the principal amount to be financed pursuant to the Offer Notice; provided, however, that, notwithstanding anything contained in the Offer Notice to the contrary, such indebtedness shall be secured only by a lien against the Facility and with no personal liability to Tenant, and shall have interest and payment terms as stated in the Offer Notice except that Tenant shall be entitled to prepay the outstanding principal balance thereof, in whole or in part, at any time or from time to time, without penalty or premium.

(f) Any due diligence, financing or other contingencies provided for in the Offer shall be specified in the Offer Notice and Tenant shall have the full benefit of all such contingencies.

(g) The commencement and expiration of any time periods provided for in the Offer shall be calculated, as between Owner and Tenant, on the basis of the date of delivery of the Acceptance Notice, which date shall be deemed the effective date of the purchase and sale agreement between Owner and Tenant.

(h) In the event Tenant fails to deliver an Acceptance Notice within the time periods provided herein, Owner shall have the right to sell the Facility upon terms and conditions no less favorable to Landlord than those set forth in the Offer Notice, to the person (or its designee) specified in the Offer; provided, however, that if such sale does not close within six (6) months after the date of the Offer Notice, then the ROFR shall be reinstated and in full force and effect.

(i) In the event Tenant elects to purchase the Facility in accordance with the provisions of this Section 7 and subsequently defaults in its obligations to so purchase the Facility and such default continues for more than ten (10) days after Tenant's receipt of written notice thereof then, notwithstanding anything to the contrary contained in the Offer, Owner's sole and exclusive remedy shall be to terminate the Acceptance Notice, in which event any earnest money deposit shall be paid to Owner, Owner may proceed to sell the Facility to the third party (or its designee) specified in the Offer, and the ROFR shall be null and void with respect to such Offer.

(j) Except to the extent otherwise expressly provided in the Offer [the terms and conditions of which shall prevail over any provision of this subsection (j)], the sale of the Facility by Owner to Tenant shall be on the following terms and conditions:

(i) The Facility shall be conveyed by Owner to Tenant free and clear of all liens, claims, charges and encumbrances securing the payment of money, as well as any other form of encumbrance not existing as of the date hereof other than those which do not materially affect the value of the Facility or its operations substantially in accordance with its method of operation as of the date hereof.

(ii) Any brokers engaged by Owner shall be paid by Owner.

(iii) The cash portion of the purchase price shall be payable by wire transfer of immediately available funds at the Closing.

(iv) State of Illinois and Cook County transfer taxes shall be paid by Owner and City of Chicago transfer taxes shall be paid by Tenant.

(v) Owner shall deliver to Tenant at Closing, at Owner's sole cost and expense, an ALTA Owner's Policy of Title Insurance insuring fee simple title to the Facility in Tenant subject only to the matters set forth in subsection (j)(i) above, with comprehensive and zoning 3.1 endorsements.

(vi) The Closing shall be through a "New York style" escrow in Chicago, Illinois, at such place as may be mutually acceptable to Owner and Tenant. Owner and Tenant shall equally bear the cost of the Closing escrow and Owner shall pay any Gap coverage fee. Tenant shall pay recording fees with

respect to any deed and/or termination of this Lease, and Owner shall pay recording fees for instruments necessary to clear title.

(vii) Owner, at Owner's sole cost and expense, shall deliver to Tenant, not less than five (5) days prior to the date of Closing, an ALTA/ASCM survey of the Facility in form and substance sufficient to enable Owner to deliver the title insurance policy required hereunder.

(viii) Owner shall deliver to Tenant at Closing a trustee's deed (or, if the Facility is not in a trust as of the Closing Date, a warranty deed), warranty bill of sale (excluding implied warranties of merchantability and fitness of purpose), and such other instruments of transfer and conveyance as shall be reasonably necessary to vest title to the Facility in Tenant, all of which documents shall be in form and substance reasonably satisfactory to Tenant and, with respect to documents conveying an interest in real property, shall be in recordable form.

(ix) The purchase price shall be subject to adjustment for usual and customary prorations, including prorations of real estate taxes (on the basis of 110% of the most recent final tax bill for the Facility), utilities, rents, revenues, expenses and other similar items, with the Closing Date belonging to Tenant.

(x) All operating equipment and inventories of consumables in the Facility on the Closing Date shall be transferred to Tenant and included in the assets comprising the Facility as part of the purchase price.

(xi) Closing shall be contingent on there being (1) no material damage or destruction to the Facility by casualty that has not been repaired or replaced substantially to its condition prior to such damage or destruction, and (2) no pending or, to the knowledge of either Owner or Tenant, threatened condemnation/eminent domain proceedings.

(xii) At Closing, Tenant shall assume all leases, service contracts and other agreements pertaining to the maintenance and operation of the Facility theretofore entered into with the consent of Tenant, and Tenant shall not be liable for any obligations or liabilities of the Facility prior to the Closing Date (except to the extent expressly assumed by Tenant at Closing), and Owner shall not be liable for any liabilities or obligations of the Facility from and after the Closing Date (but only to the extent expressly assumed by Tenant at Closing).

(k) Tenant shall have the right, at any time on or before the Closing Date, to designate an affiliate of Tenant to take title to the Facility in accordance with the provisions of this Section 7, which designee shall be entitled to all of the rights, and shall assume all of the obligations, of Tenant under this Section 7, upon the occurrence of which Tenant shall be released from all obligations under this Section 7; provided, however, that

(i) to the extent any obligation of Tenant hereunder is not, by its nature, assumable by such designee, Tenant shall remain liable for the performance of such obligations; and

(ii) if, for any reason, the Closing does not occur and the ROFR is reinstated, the appointment of such designee shall be null and void and Tenant shall be entitled to all of the benefits of this Section 7.

(l) The Master Lease and the Lease shall each be terminated as of the Closing Date.

(m) If Tenant does not deliver an Acceptance Notice and Owner consummates the sale of the Facility pursuant to the Offer, the provisions of this Section 7 shall remain in full force and effect with respect to any subsequent sale of the Facility during the term of the Lease.

(n) If Tenant does not deliver an Acceptance Notice and Owner fails to accept the Offer or to consummate the sale of the Facility for any reason whatsoever, the provisions of this Section 7 shall remain in full force and effect with respect to the same or any subsequent Offer received by Owner during the term of the Lease.

8. **Adverse Governmental Action.** Owner acknowledges and agrees that if, at any time during the term of the Lease, (i) a system of gasoline rationing or other form of regulation shall be imposed by federal, state or municipal governmental action which, in the reasonable opinion of Tenant, has, or could have, a substantial restrictive impact on the use of passenger motor vehicles in the downtown areas of the City of Chicago, (ii) any other governmental action shall occur which would have the effect, in the reasonable opinion of Tenant, of limiting or prohibiting the use of automobiles, driving or parking either in general, or in the general area of the Facility, (iii) the use of passenger vehicles on any of the streets bounding the Facility or the flow of traffic on any of said streets in any particular direction is prohibited or materially impaired, or (iv) any of the entrances to the Facility is made inaccessible to vehicular traffic for a period in excess of ten (10) days, then, in any such event, Tenant shall have the right to notify Master Tenant of such event, and, in connection therewith and at Tenant's sole option, to terminate the Lease on the date specified in such written notice; provided, however, that Tenant shall have the right (but not the obligation) to reinstate the Lease if the termination was a result of the conditions described in the foregoing subparagraphs (i), (ii) and/or (iii) and such conditions are remedied within one (1) year after the effective date of the termination, so long as Tenant gives written notice thereof to Master Tenant within thirty (30) days after the date such conditions no longer exist. The effective date of such reinstatement shall be the first day of the first calendar month following ten (10) days after delivery of such reinstatement notice or the date set forth in such notice, whichever is later. The Lease shall be reinstated upon the same terms and conditions as set forth in the Lease except that the term thereof shall be extended for a period of time equal to the number of days between the effective date of the termination by Tenant pursuant to this Section 8 and the effective date of such reinstatement. Owner hereby covenants and agrees that if, during the period that the Lease is not in effect as a result of Tenant's exercise of the termination rights described herein, the Master Lease is terminated for any reason whatsoever and Tenant exercises its right to reinstate the Lease, then Owner shall

enter into a new Lease with Tenant upon the same terms and conditions as contained in the Lease with the term thereof extended as provided herein.

9. **Fee Mortgage.** Tenant acknowledges and agrees that Owner may, at any time and from time to time, grant to any person or entity (hereinafter referred to as a "Lender") a first mortgage or deed of trust encumbering the Property (a "Mortgage") and, in connection therewith, assign to such Lender all of Owner's rights, title and interest in, to, under and with respect to the Master Lease and all other leases, licenses, occupancy agreements and other agreements with respect to the Property or any part thereof, including, without limitation, the Master Lease, the Lease and this Agreement. Tenant further acknowledges and agrees that each such Lender is and shall be a third party beneficiary of this Agreement and that the Lease is and at all times shall be subject and subordinate in all respects to the liens and security interests of such Lender under the Mortgage. No action taken by any Lender to enforce any of its rights under the Mortgage, this Agreement or any other document or instrument related to the Mortgage (including, without limitation, the appointment of a receiver, the commencement of any action to obtain possession of the Property or any part thereof by foreclosure, deed in lieu of foreclosure, or otherwise, or the exercise of any other remedy afforded to such Lender by contract, at law or in equity) shall give rise to any right of Tenant to terminate the Lease, nor shall any such action invalidate or constitute a breach of any of the terms of the Lease, except as may otherwise be expressly provided in any written agreement between Lender and Tenant. Nothing contained in this Section 9 shall affect Tenant's rights under this Agreement, unless otherwise agreed in writing between Tenant and Lender.

10. **No Merger.** In the event that the interests of Master Tenant and Tenant shall, at any time, vest in any one person, ownership of the fee title to the Facility and the leasehold estate created by the Lease shall not merge but shall remain separate and distinct notwithstanding the union of such estates in Master Tenant, Tenant, Owner, Lender or any third party by reason of purchase or otherwise unless the holder of such estates elects otherwise in writing.

11. **Binding Effect.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

12. **Notices.** All notices required or permitted hereunder shall be in writing and shall be deemed to have been delivered upon personal delivery thereof or three (3) business days after deposit thereof in the United States mail, first class postage prepaid, or one (1) business day after deposit thereof with a nationally recognized overnight courier service, in any case addressed to the parties as follows:

If to Owner:

Kinzie Properties, L.L.C.
900 W. Jackson Boulevard, 8th Floor
Chicago, Illinois 60607
Attention: Mr. Boruch Mordecai Tessler

UNOFFICIAL COPY

0020107497

With a copy to:

Alzheimer & Gray
10 South Wacker Drive
Suite 4000
Chicago, Illinois 60606
Attention: Barry B. Nekritz, Esq.

If to Tenant:

326 South Wells Corporation
c/o General Parking Corporation
111 W. Jackson Boulevard, Suite 1900
Chicago, Illinois 60604
Attention: Mr. Michael Prussian

With a copy to:

Neal Gerber & Eisenberg
Two North LaSalle Street, Suite 2200
Chicago, Illinois 60603
Attention: Cathleen M. Bishop, Esq.

Either party shall have the right to change its address for purposes of notice hereunder by giving written notice thereof to the other party as above provided.

13. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and no modifications shall be binding on either party unless set forth in a written document executed by each of the parties. The parties hereof additionally acknowledge and agree that this Agreement supercedes the Nondisturbance and Attornment Agreement dated November 17, 1999 executed by Kinzie Peabody Sterling, LLC and LaSalle Kinzie Partnership and that such Nondisturbance and Attornment Agreement is no longer in full force and effect.

14. **Counterparts.** This Agreement may be executed in duplicate and in multiple counterparts, each of which shall be deemed as original but all of which, taken together, shall constitute a single instrument.

15. **Owner Liability.** Notwithstanding anything contained in this Agreement to the contrary, Owner shall have no personal liability for the performance of any of the covenants or obligations of this Agreement, it being understood and agreed that Tenant's sole recourse for a violation of this Agreement by Owner shall be limited to the Property, the Project and the Facility, and the proceeds thereof or therefrom.

IN WITNESS WHEREOF, the parties have caused this NONDISTURBANCE AND ATTORNMENT AGREEMENT to be executed and delivered as of the date first written above.

OWNER:

KINZIE PROPERTIES, L.L.C., a Delaware limited liability company (d/b/a Kinzie Street Properties, L.L.C.)

By: [Signature]
Name: _____
Title: _____

By: [Signature]
Name: _____
Title: _____

TENANT:

326 SOUTH WELLS CORPORATION, an Illinois corporation

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

IN WITNESS WHEREOF, the parties have caused this NONDISTURBANCE AND ATTORNMENT AGREEMENT to be executed and delivered as of the date first written above.

OWNER:


KINZIE PROPERTIES, L.L.C., a Delaware limited liability company (d/b/a Kinzie Street Properties, L.L.C.)

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

TENANT:

326 SOUTH WELLS CORPORATION, an Illinois corporation

By: 
Name: MICHAEL PRUSSIAN
Title: PRESIDENT

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0020107497

EXHIBIT A Legal Description

Commercial Parcel

Lots 1, 2, 4, 5, 6, 10, 2A, 3A, 4A, 6A, 8A, 10A and 12A in Sterling Residences Subdivision, recorded September 28, 2001 as Document No. 0010909218, being a resubdivision of part of Lots 5, 6 and 7 in Block 3 in the Original Town of Chicago, in the Southeast $\frac{1}{4}$ of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Garage Parcel

Lots 1S, 2S, 3S, 4S, 9S, 11S, 3, 9, 1A, 11A, 13A, 14A, 2C, 1D, 3D, 4D, 5D and 9E in Sterling Residences Subdivision, recorded September 28, 2001 as Document No. 0010909218, being a resubdivision of part of Lots 5, 6 and 7 in Block 3 in the Original Town of Chicago, in the Southeast $\frac{1}{4}$ of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Easement Parcel

Non-exclusive and exclusive easements for ingress and egress, structural supports, encroachments and utilities, and more particularly described in Article 2 of Declaration of Covenants, Conditions, Restrictions and Easements dated October 12, 2001 and recorded December 12, 2001 as document No. 0011174517, in, to, under over, upon and through portions of the Residential property as described in said declaration.

P.I.N: 17-09-406-005
17-09-406-001

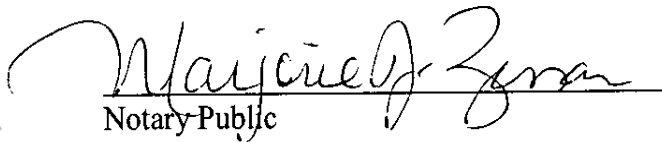
UNOFFICIAL COPY

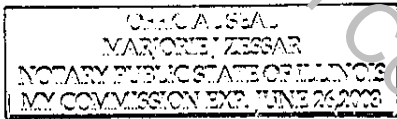
0020107497

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a notary public in and for said County in the State aforesaid, hereby certifies that B. M. Fessler and D. Tesoler, the Co-Managers of Kinzie Properties, L.L.C., a Delaware limited liability company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of said company, for the uses and purposes and in the capacity therein set forth.

Given under my hand and notarial seal this 24 day of January, 2002.


Notary Public



UNOFFICIAL COPY

STATE OF ILLINOIS)
)
COUNTY OF COOK)

SS.

0020107497

The undersigned, a notary public in and for said County in the State aforesaid, hereby certifies that Michael Mission, the President of 326 South Wells Corporation, an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes and in the capacity therein set forth.

Given under my hand and notarial seal this 21st day of January, 2002.

Cathleen M. Bishop
Notary Public

