

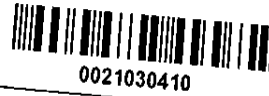
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Cook County Recorder 48.00

This Document Was Prepared By and
When Recorded Return By Mail To:

Mayer, Brown, Rowe & Maw
190 S. LaSalle Street
Chicago, Illinois 60603
Attn: Frank E. Arado, Esq.



SUBORDINATION and INTERCREDITOR AGREEMENT

THIS SUBORDINATION AND INTERCREDITOR AGREEMENT (this "Agreement") is entered into as of June 12, 2002 between BROOKFIELD RETAIL CENTERS INC., a Minnesota corporation, ("Borrower"), BROOKFIELD COMMERCIAL PROPERTIES INC. ("Junior Lender") and CIBC INC., a Delaware corporation ("Senior Lender").

RECITALS

A. Junior Lender is making or has made a loan to Borrower in the original principal amount of Twenty-Five Million and No/100 Dollars (\$25,000,000.00) (the "Junior Loan") evidenced by that certain promissory note dated as of June 12, 2002 from Borrower to Junior Lender and secured by, among other things, that certain mortgage dated as of June 12, 2002 executed by Borrower to Junior Lender and encumbering the real property described on Exhibit A attached hereto and incorporated herein by reference (the "Property"). The documents evidencing, securing or relating to the Junior Loan are hereafter referred to collectively as the "Junior Loan Documents."

B. Senior Lender has made a loan to Borrower in the original principal amount of Twenty-Two Million Five Hundred Thousand and No/100 Dollars (\$22,500,000.00) (the "Senior Loan") evidenced by that certain Promissory Note dated December 29, 2000 from Borrower to Senior Lender and secured by, among other things, that certain Mortgage dated December 29, 2000 executed by Borrower to Senior Lender, recorded on December 29, 2000 in the Office of the Cook County Recorder as Document No. 0001022026 and encumbering the Property (the "Senior Mortgage"). The documents evidencing, securing or relating to the Senior Loan are hereafter referred to collectively as the "Senior Loan Documents."

C. The Senior Loan Documents require the consent of Senior Lender to further encumber the Property.

D. Senior Lender will permit Junior Lender and Borrower to encumber the Property upon the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each party hereto, the parties hereby agree:

Return to
Box 407

To: Frank Arado

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1. **DEFINITIONS.** As used herein,

a. **"Indebtedness"** shall mean all advances, debts, obligations and liabilities of Borrower heretofore, now or hereafter made, incurred, suffered or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether Borrower may be liable individually or jointly or in its capacity as a general partner of a borrower, including without limitation obligations and liabilities arising after the commencement of any bankruptcy or insolvency proceeding by or against Borrower;

b. **"Junior Indebtedness"** shall mean all Indebtedness now or hereafter owing from Borrower to Junior Lender in connection with the Junior Loan; and

c. **"Senior Indebtedness"** shall mean all Indebtedness now or hereafter owing from Borrower to Senior Lender in connection with the Senior Loan.

2. **SUBORDINATION.** Junior Lender hereby unconditionally subordinates all Junior Indebtedness and the lien or charge of all Junior Loan Documents to all Senior Indebtedness and the lien or charge of all Senior Loan Documents.

3. **STANDSTILL WITH RESPECT TO JUNIOR LOAN DOCUMENTS.** Prior to the date on which the Senior Indebtedness is repaid and satisfied in full, Junior Lender may not (i) ask, demand, sue for, take or receive from Borrower, in cash or other property or by setoff or in any manner, payment of all or any amounts owing with respect to the Junior Loan, (ii) declare a default or an Event of Default (as defined in the Junior Loan Documents), (iii) accelerate the maturity of the Junior Indebtedness, (iv) commence foreclosure proceedings against the security for the Junior Loan, (v) seek or obtain the appointment of a receiver with respect to the Property or seek to be appointed a mortgagee in possession with respect to the Property, (vi) nor exercise any other right or remedy under the Junior Loan Documents. Senior Lender shall have the right to declare an event of default under the Senior Loan Documents and accelerate the maturity of all amounts payable to Senior Lender by Borrower under the Senior Loan by reason of such declaration, acceleration and enforcement by Junior Lender. Upon an Event of Default under the Senior Loan Documents, Borrower shall immediately release the lien of the Junior Loan Documents. Notwithstanding the foregoing, Junior Lender may receive payments of interest pursuant to the Junior Loan Documents so long as an Event of Default has not occurred under the Senior Loan Documents.

4. **DISPOSITION OF EVIDENCE OF JUNIOR INDEBTEDNESS.** Junior Lender warrants to Senior Lender that it has not heretofore assigned, transferred, hypothecated or disposed of any Junior Indebtedness to any third party and Junior Lender shall not (except to an entity controlling, controlled by or under common control with Junior Lender) assign, transfer, hypothecate or dispose of any claim it has or may have against Borrower while any Senior Indebtedness remains outstanding.

5. **AGREEMENT TO BE CONTINUING, APPLIES TO BORROWER'S**

EXISTING SENIOR INDEBTEDNESS AND ANY SENIOR INDEBTEDNESS HEREAFTER ARISING. This Agreement shall be a continuing agreement and shall apply to any and all Senior Indebtedness of Borrower to Senior Lender now existing or hereafter arising as part of the Senior Loan or relating to the protection of the security therefore including any Senior Indebtedness as part of the Senior Loan or relating to the protection of the security therefore of any receiver, trustee, debtor-in-possession or the similar person or entity that is a successor in interest of Borrower in the event of Borrower's insolvency.

6. **NON-TERMINATION BY JUNIOR LENDER.** So long as any Senior Indebtedness remains due, or so long as Senior Lender has any outstanding commitment to extend credit to or for the account of Borrower, Junior Lender may not terminate this Agreement for any reason whatsoever.

7. **NOTICES OF DEFAULT, MODIFICATIONS.** Junior Lender hereby agrees to send to Senior Lender a copy of any default notice sent by Junior Lender to Borrower under or in connection with any of the Junior Indebtedness or any of the Junior Loan Documents concurrently with the delivery of such notice to Borrower. Junior Lender hereby agrees that it shall not, without Senior Lender's prior written consent, which Senior Lender may grant or withhold in its sole discretion, modify any of the Junior Loan Documents to shorten the maturity thereof, increase the amount secured by the Property, increase the interest rate thereunder or otherwise make the terms thereof more onerous to Borrower.

8. **INFORMATION, OTHER AGREEMENTS.** Junior Lender agrees that Senior Lender shall have no obligation to inform Junior Lender or keep Junior Lender informed of the financial and other information pertaining to Borrower's financial condition. Junior Lender assumes the responsibility to keep itself adequately informed by such means of any facts, events or circumstances which might in any way affect Junior Lender's risks hereunder, and Junior Lender agrees that Senior Lender shall not have any obligation to disclose to Junior Lender any information or material acquired by Senior Lender in the course of Senior Lender's relationship with Borrower. Should Senior Lender elect to provide information to Junior Lender as a courtesy, Junior Lender understands that, by providing such information, Senior Lender shall not be deemed to have warranted the accuracy, completeness or value of the information so provided, and Junior Lender agrees that Senior Lender shall not have any liability to Junior Lender for providing inaccurate, incomplete, erroneous or outdated information. Junior Lender understands that there may be various agreements between Senior Lender and Borrower evidencing and governing the Senior Indebtedness, and Junior Lender acknowledges and agrees that such agreements are not intended to confer any benefits on Junior Lender and that Senior Lender shall have no obligation to Junior Lender or any other person to exercise any rights, enforce any remedies, or take any other actions which may be available to them under such agreements. Nothing in this Agreement shall obligate Senior Lender to give any notice of any default or event of default to Junior Lender at any time, provided that nothing in this Agreement shall constitute a waiver by Junior Lender of any notice rights provided by applicable law in connection with a foreclosure of the Senior Mortgage.

9. **TRANSFER OF ASSETS OR REORGANIZATION OF BORROWER.** For so long as any of the Senior Indebtedness remains unpaid or any of Borrower's obligations under

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the Senior Loan Documents remain unperformed, Junior Lender hereby agrees that it shall not file or consent to an involuntary bankruptcy proceeding with respect to Borrower or any of its general partners, or join in any such filing, without the prior written consent of Senior Lender, which Senior Lender may grant or withhold in its sole discretion. In the event Borrower enters into or is the subject of any bankruptcy proceeding, receivership, insolvency, assignment for the benefit of creditors, reorganization, whether or not pursuant to bankruptcy laws, sale of all or substantially all of its assets, dissolution, liquidation or any other marshaling of the assets and liabilities of Borrower, then in any such event any payment or distribution of any of Borrower's assets, whether in cash, securities or other property, shall be paid or delivered first to Senior Lender until all Senior Indebtedness is paid in full. In the event Junior Lender receives any such payment or distribution that is payable to Senior Lender pursuant to the terms of this Agreement, Junior Lender shall hold such payment or distribution and forthwith deliver same in kind to Senior Lender.

10. **NO WAIVER BY SENIOR LENDER.** No delay or failure of Senior Lender in exercising any right or remedy hereunder shall be deemed a waiver of such right or remedy. Any waiver, permit, consent or approval of any kind by Senior Lender must be in writing and shall be effective only to the extent set forth in such writing.

11. **WAIVERS AND CONSENTS BY JUNIOR LENDER.** Except as otherwise expressly provided herein, Junior Lender expressly waives all notice of the acceptance by Senior Lender of the subordination and other provisions of this Agreement and all other notices whatsoever (except as set forth in the last sentence of Section 8 above), and Junior Lender expressly waives reliance by Senior Lender upon the subordination and other agreements as herein provided.

Junior Lender agrees (a) that Senior Lender has not made any warranties or representations to Junior Lender with respect to the due execution, legality, validity, completeness or enforceability of the Senior Loan Documents, or the collectibility of the Senior Indebtedness, and (b) that Senior Lender shall not have any liability to Junior Lender for, and Junior Lender waives any claim or defense which Junior Lender may now or hereafter have against Senior Lender arising out of (i) any and all actions which Senior Lender takes or omits to take (including, without limitation, actions with respect to the creation, perfection or continuation of liens or security interests in any collateral, actions with respect to the occurrence of any default or event of default, actions with respect to the foreclosure upon, sale, release of, depreciation of or failure to realize upon, any collateral and actions with respect to the collection of any claim for all or any part of the Senior Indebtedness from any account debtor, guarantor or any other party) with respect to the Senior Loan Documents in effect from time to time, (ii) Senior Lender's election, in any proceeding instituted under Chapter 11 of Title 11 of the United States code (11 U.S.C. §101 et seq.) (the "**Bankruptcy Code**"), of the application or nonapplication of Section 1111(b)(2) of the Bankruptcy Code, and/or (iii) any borrowing or grant of a security interest by Borrower, as debtor-in-possession, under Section 364 of the Bankruptcy Code.

Senior Lender, at any time and from time to time, may enter into such agreements with Borrower as Senior Lender may deem proper, extending the time for payment of, or renewing or otherwise altering the terms of all or any of the Senior Indebtedness or affecting any security

underlying any or all of such Senior Indebtedness, or may exchange, sell, release, surrender or otherwise deal with any such security, without in any way impairing or affecting this Agreement thereby. Senior Lender shall not be required to proceed against Borrower or any surety or guarantor or against any collateral heretofore or hereafter provided by Borrower or any surety or guarantor prior to or as a condition of exercising or enforcing its rights thereunder.

Junior Lender waives any right to challenge, attack or seek to avoid the Senior Indebtedness, or any liens on collateral securing same, under Illinois law, to the extent applicable, Bankruptcy Code Section 548, or any other comparable law or statute, and agrees that the Senior Indebtedness was incurred, and any liens securing same were granted, in good faith, for reasonably equivalent value, and upon the basis of balance sheets and cash flow statements demonstrating the solvency and adequate capitalization and cash flow of Borrower. Even in the event any of the Senior Indebtedness, or any lien securing same, should be invalidated, avoided or set aside, the subordination provided for herein nevertheless shall continue in full force and effect and, as between Senior Lender and Junior Lender, the Senior Indebtedness shall be deemed to remain in full force and effect.

In the event that all or any part of the Senior Indebtedness at any time is secured by any deeds of trust or mortgages or other instruments creating or granting liens on any interest in real property (which event has occurred and is contemplated to occur), Junior Lender authorizes Senior Lender, upon the occurrence of and during the continuance of any event of default, at its sole option, without notice or demand and without affecting any obligations of Junior Lender hereunder, the enforceability of this Agreement, or the validity or enforceability of any liens of Senior Lender on any collateral, to foreclose any and all of such deeds of trust or mortgages or other instruments by judicial or nonjudicial sale. Except to the extent required by applicable law relating to such foreclosure or sale, Junior Lender expressly waives any right to receive notice of any judicial or nonjudicial foreclosure or sale of any real property or interest therein subject to any such deeds of trust or mortgages or other instruments and Junior Lender's failure to receive any such notice shall not impair or affect Junior Lender's obligations to Senior Lender or the enforceability of this Agreement or any liens created or granted hereby.

12. **APPLICATION OF PAYMENTS.** Junior Lender agrees that Senior Lender may apply payments received from Borrower in such manner or fashion as Senior Lender in its discretion deems appropriate, and Junior Lender shall have no right to direct the manner or fashion in which Senior Lender applies such payments.

13. **MISCELLANEOUS.** This Agreement binds and inures to the benefit of the successors and assigns of the parties, including without limitation the holders of any participation interests purchased from Senior Lender, provided that Junior Lender may not assign the Junior Indebtedness. This Agreement may not be amended, modified or terminated except by a written instrument signed by the party or parties to be charged.

14. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the local laws of the State of Illinois, without reference to choice of law rules.

15. **COUNTERPART EXECUTION.** This Agreement may be executed in

counterparts and shall become effective as of the date first set forth above when each party shall have delivered executed counterparts hereof to the other parties, whereupon all such counterparts shall be deemed originals and, when taken together, shall constitute but one agreement.

16. **AUTHORITY.** Junior Lender hereby certifies to Senior Lender that Junior Lender has all necessary authority to grant the subordination evidenced hereby and to execute this Agreement.

17. **COSTS AND EXPENSES OF PROCEEDINGS.** In the event of any litigation, arbitration, hearing or other proceeding relating to this Agreement, the prevailing party shall be entitled to recover its reasonable costs and expenses, including attorneys' fees. As used in this Agreement, the term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photostating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals, librarians and others not admitted to the bar but performing services under the supervision of an attorney. The terms "attorneys' fees" or "attorneys' fees and costs" shall also include, without limitation, all such fees and expenses incurred with respect to appeals, arbitrations, bankruptcy proceedings and any post-judgment proceedings to collect any judgment, and whether or not any action or proceeding is brought with respect to the matter for which said fees and expenses were incurred. The provisions allowing for the recovery of post-judgment fees, costs and expenses are separate and several and shall survive the merger of this Agreement into any judgment.

18. **WAIVER OF RIGHT TO TRIAL BY JURY.** EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. AS BETWEEN JUNIOR LENDER AND BORROWER ONLY, THE FOREGOING WAIVER SHALL NOT BE DEEMED TO APPLY TO ANY OF THE JUNIOR LOAN DOCUMENTS OTHER THAN THIS AGREEMENT, UNLESS SET FORTH IN SUCH DOCUMENTS.

19. **NOTICES.** Any notice, or other document or demand required or permitted under this Agreement shall be in writing addressed to the appropriate address set forth below and shall be deemed delivered upon the earliest of (a) actual receipt, (b) the next business day after

the date when sent by recognized overnight courier, or (c) the second business day after the date when sent by registered or certified mail, postage prepaid. Any party may, from time to time, change the address at which such written notice or other documents or demands are to be sent, by giving the other party written notice of such change in the manner hereinabove provided.

To Senior Lender: CIBC INC.
c/o CIBC World Markets
200 W. Madison Street
Suite 2610
Chicago, Illinois 60606
Attention: Joel Gershkon

with a copy to: Mayer, Brown, Rowe & Maw
190 S. LaSalle Street
Chicago, Illinois 60603
Attn: Frank E. Arado, Esq.

To Borrower: Brookfield Retail Centers Inc.
4240 Multifoods Tower
33 S. Sixth Street
Minneapolis, Minnesota 55402
Attn: Francis P. Halm

To Junior Lender: Brookfield Commercial Properties Inc.
c/o Brookfield Financial Properties
One Liberty Plaza, 6th Floor
New York, New York 10006
Attn: Mark Brown

20. **FURTHER ASSURANCES.** Junior Lender shall, at any time and from time to time, upon the request of Senior Lender, execute, acknowledge and deliver all such further documents and instruments, and take all such further actions, as shall be necessary or reasonable to give effect to the agreements set forth herein.

[Signature Page Follows]

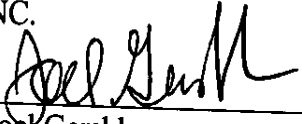
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

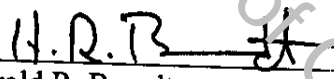
SENIOR LENDER:

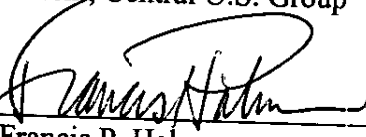
CIBC INC.

By: 
Name: Joel Gershkon
Its: Agent

BORROWER:

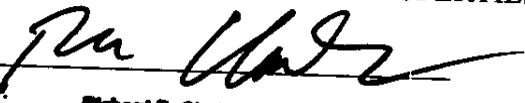
BROOKFIELD RETAIL CENTERS INC.


By: 
Name: Harold R. Brandt
Its: President, Central U.S. Group

And By: 
Name: Francis P. Halm
Its: Vice President and Secretary

JUNIOR LENDER:

BROOKFIELD COMMERCIAL PROPERTIES INC.

By: 
Name: **Richard B. Clark**
President &
Chief Executive Officer
Its: _____

And By: 
Name: _____
Its: **EDWARD F. BEISNER, SENIOR VICE PRESIDENT**

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Richard M. Daley
Governor
Executive Office

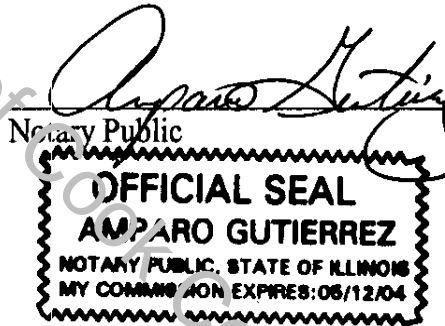
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STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

I, Amparo Gutierrez, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joel Gershkon, personally known to me to be the agent of CIBC Inc. and 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 severally acknowledged that as such agent, he signed and delivered the said instrument and caused the corporate seal of said corporation be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 17th day of September 2002.



Commission expires 5-12-04.

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STATE OF Minnesota,

0021030410

COUNTY OF Hennepin ss.

I, Michelle K. Bassett, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Harold R. Brandt and Francis P. Halm, personally known to me to be the President, Central U.S. Group and Vice President and Secretary, respectively, of Brookfield Retail Centers Inc., a Minnesota corporation, and 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 severally acknowledged that as such President and Vice President and Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 4 day of September 2002.

Michelle K. Bassett
Notary Public

Commission expires 1-31-2006.



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STATE OF New York)
) ss.
COUNTY OF New York)

0021030410

I, Ana M. Guzman a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard B. Clark personally known to me to be the _____ President of Brookfield Commercial Properties Inc., a Delaware corporation, and 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 severally acknowledged that as such _____ President, he signed and delivered the said instrument and caused the corporate seal of said corporation be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 5th day of September 2002.

Ana M. Guzman
Notary Public

Commission expires 9/28/02

ANA M. GUZMAN
Notary Public, State of New York
No. 01GU6013994
Qualified in Kings County
Commission Expires 09/28/2002



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Property of Cook County Clerk's Office

STATE OF ILLINOIS
CLERK OF THE SUPREME COURT
JANUARY 10 2011
CHICAGO, ILLINOIS

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STATE OF New York)
) ss.
COUNTY OF New York)

0021030410

I, Ana M. Guzman a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Edward F. Guerin personally known to me to be the SVP of Brookfield Commercial Properties Inc., a Delaware corporation, and 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 severally acknowledged that as such SVP, he signed and delivered the said instrument and caused the corporate seal of said corporation be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 5th day of September 2002.

Ana M. Guzman
Notary Public

Commission expires 9/28/02

ANA M. GUZMAN
Notary Public, State of New York
No. 01GU6013994
Qualified in Kings County
Commission Expires 09/28/2002

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Property of Cook County Clerk's Office

Commission Expires 03/31/2025
Cook County Clerk's Office
1100 North Dearborn Street
Chicago, IL 60610
Phone: (773) 399-3000
Fax: (773) 399-3001
www.cookcountyil.gov



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EXHIBIT A 0021030410

LEGAL DESCRIPTION OF THE PROPERTY

Parcel 1:

Lot 1 in Chicago Place Resubdivision of the land, property and space within Block 46 (except the East 75.0 feet thereof) in Kinzie's Addition to Chicago in the North 1/2 of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. Permanent Real Estate Index Number 17-10-105-013.

Parcel 2:

Lots 3 and 4 (excepting all improvements from said lots as conveyed in the deed from Chicago Place Partnership to BCED-Illinois Resources Inc. recorded as Document 90 512 154; in the deed from BCED-Illinois Resources Inc. to Post and Powell Corporation recorded as Document Number 90 512 155; in the Deed from Post and Powell Corporation to Saks and Company recorded as Document Number 90 512 156; and in the deed from Saks and Company to Win Merger, Inc., recorded as Document Number 91 001 574) in Chicago Place Resubdivision of the land, property and space within Block 46 (except the East 75.0 feet thereof) in Kinzie's Addition to Chicago in the North 1/2 of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. Permanent Real Estate Index Number 17-10-105-015.

Parcel 3:

Easements appurtenant to and for the benefit of Parcels 1 & 2 as set forth in Article III of the Easement and Operating Agreement recorded October 5, 1990 as Document Number 90487310 made by and between Chicago Place Partnership, an Illinois corporation, LaSalle National Trust, N.A., successor to LaSalle National Bank as Trustee under Trust Agreement dated July 1, 1986 and known as Trust Number 111297, 700 Michigan Tower Partnership, an Illinois partnership, Saks & Company, a New York corporation and Post and Powell Corporation, a California corporation. Permanent Real Estate Index Number 17-10-105-016.