



UGENE "GENE" WISNIE
7923-1L

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT executed on the date(s) indicated on each acknowledgment, but to be effective as of March 13, 2002, among COLUMN FINANCIAL, INC., a Delaware corporation (hereinafter referred to as "Lender"), LVMH FASHION GROUP AMERICAS INC., a Delaware corporation (hereinafter referred to as "Tenant"), and PALMOLIVE BUILDING RETAIL, LLC, a Delaware limited liability company (hereinafter referred to as "Landlord").

STATEMENT OF BACKGROUND

Landlord and Tenant have entered into that certain lease (hereinafter referred to as the "Lease") dated March 13, 2002, relating to the premises described therein (hereinafter referred to as the "Premises") and being part of the Property (as hereinafter described). Lender has made or has committed to make a loan to Landlord and/or Landlord's affiliates secured by a mortgage or deed of trust (hereinafter referred to as the "Mortgage") and an assignment of leases and rents from Landlord to Lender covering certain property described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property") including the Premises. Tenant has agreed that the Lease shall be subject and subordinate to the Mortgage held by Lender, provided Tenant is assured of continued occupancy of the Premises under the terms of the Lease;

STATEMENT OF AGREEMENT

For and in consideration of the mutual covenants herein contained, the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and notwithstanding anything in the Lease to the contrary, it is hereby agreed as follows:

1. Lender, Tenant and Landlord do hereby covenant and agree that the Lease with all rights, options (including options to acquire or lease all or any part of the Premises), liens and charges created thereby, is and shall continue to be subject and subordinate in all respects to the Mortgage and to any renewals, modifications, consolidations, replacements and extensions thereof and to all advancements made thereunder.

2. Lender does hereby agree with Tenant that, in the event Lender becomes the owner of the Premises by foreclosure, conveyance in lieu of foreclosure or otherwise, so long as Tenant complies with and performs its obligations under the Lease, (a) the Lease shall continue in full force and effect as a direct Lease between the succeeding owner of the Property and Tenant, upon and subject to all of the terms, covenants and conditions of the Lease, for the balance of the term of the Lease, and Lender will not disturb the possession of Tenant and Lender shall recognize Tenant's lease, and (b) the Premises shall be subject to the Lease and Lender shall recognize Tenant as the tenant of the Premises for the remainder of the term of the Lease in accordance with the provisions thereof; provided, however, that Lender shall not be subject to any claims, offsets or defenses which Tenant might have against any prior landlord (including Landlord) except for claims, offsets or defenses specifically provided for in the Lease

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which are continuing in nature after such foreclosure or conveyance and provided, once Lender is in possession of the Property, Tenant has given notice to Lender of the default giving rise to any such claim, offset or defense unless notice has previously been given to Lender and Lender shall further be given a reasonable opportunity to cure same prior to the default being considered to be a valid claim, offset or defense. Lender shall further not be liable for any act or omission of any prior landlord (including Landlord) except for acts or omissions relative to the Property and then only to the extent such continue subsequent to Lender obtaining title or possession thereof. Lender shall further not be bound by any rent or additional rent which Tenant might have paid for more than the current month or any security deposit or other prepaid charge paid to any prior landlord (including Landlord) nor shall it be bound by any amendment or modification of the Lease made without its written consent where such consent is required by the Mortgage. Lender shall not name Tenant in any foreclosure proceeding however unless necessary under applicable law in order for Lender to avail itself of and complete the foreclosure or similar remedy (whereupon Tenant's legal fees and expenses will be reimbursed).

3. Tenant does hereby agree with Lender that, in the event Lender becomes the owner of the Premises by foreclosure, conveyance in lieu of foreclosure or otherwise, then Tenant shall attorn to and recognize Lender as the landlord under the Lease for the remainder of the term thereof, and Tenant shall perform and observe its obligations thereunder, subject only to the terms and conditions of the Lease. Tenant further covenants and agrees to execute and deliver upon request of Lender an appropriate agreement of attornment consistent with these provisions and reasonably acceptable to Tenant to Lender and any subsequent titleholder of the Premises.

4. Tenant acknowledges that Landlord will execute and deliver to Lender an assignment of the Lease as security for said loan, and Tenant hereby expressly consents to such assignment. Tenant agrees to notify Lender of any material default(s) by Landlord under the Lease, which shall include, but not be limited to, any defaults that permit Tenant to terminate the Lease or reduce or abate the payment of all or any portion of the rent to be paid under the Lease; Lender shall have the same right to cure such default(s) as is provided to Landlord under the Lease.

5. Lender shall have no obligations nor incur any liability with respect to any warranties of any nature whatsoever, including, without limitation, any warranties respecting use, compliance with zoning, hazardous wastes or environmental laws, Landlord's title, Landlord's authority, habitability, fitness for purpose or possession except to the extent such obligations or liability with respect to any such warranty relates to the Property and then only to the extent such continues subsequent to Lender obtaining title or possession thereof. In the event that Lender shall acquire title to the Premises [or the Property], Lender shall have no obligation, nor incur any liability, beyond Lender's then equity interest, if any, in the Premises, and Tenant shall look exclusively to such equity interest of Lender, if any, in the Premises for the payment and discharge of any obligations or liability imposed upon Lender hereunder, under the Lease or under any new lease of the Premises.

6. If any portion or portions of this Agreement shall be held invalid or inoperative, then all of the remaining portions shall remain in full force and effect, and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion or portions held to be invalid or inoperative.

7. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Property is located.

8. Lender shall not, either by virtue of the Mortgage, the Assignment of Leases or this Agreement, be or become a mortgagee in possession or be or become subject to any liability or obligation under the Lease or otherwise until Lender shall have acquired the interest of Landlord in the Premises, by foreclosure or otherwise, and then such liability or obligation of Lender under the Lease shall extend only to those liability or obligations accruing subsequent to the date that Lender has acquired the interest of Landlord in the Premises as modified by the terms of this Agreement.

9. Any and all notices, elections, approvals, consents, demands, requests and responses thereto ("Communications") permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been properly given and shall be effective upon the earlier of receipt thereof or refusal of delivery thereof. All notices shall be sent by either (i) reputable overnight courier or (ii) by the United States mail, postage prepaid, certified with return receipt requested, to the other party at the address of such other party set forth hereinbelow or at such other address within the continental United States as such other party may designate by notice specifically designated as a notice of change of address and given in accordance herewith; provided, however, that the time period in which a response to any Communication must be given shall commence on the date of receipt thereof; and provided further that no notice of change of address shall be effective with respect to Communications sent prior to the time of receipt thereof. Any notice, if given to Lender, must be addressed as follows, subject to change as provided hereinabove:

Lender: Column Financial, Inc.
11 Madison Avenue
5th Floor
New York, New York 10010-3629
Attention: Edmund Taylor
Telecopier: (212) 325-8106

With copies to: Credit Suisse First Boston Mortgage Capital LLC
Legal & Compliance Department
One Madison Avenue
New York, New York 10010
Attention: Pamela McCormack, Esq.
Telecopier: (917) 326-7805

Servicer: ORIX Real Estate Capital Markets, LLC
1717 Main Street
12th Floor
Dallas, Texas 75201
Attention: John Lloyd
Telecopier: (214) 237-2046
or any successor servicer of the Loan.

and, if given to Tenant, must be addressed as follows, subject to change as provided hereinabove:

LVMH Fashion Group Americas Inc.
19 East 57th Street
New York, New York 10022
Attn: Senior Vice President – Real Estate

With copies to: LVMH Fashion Group Americas Inc.
19 East 57th Street
New York, New York 10022
Attn: General Counsel

and, if given to Landlord, must be addressed as follows, subject to change as provided hereinabove:

Palmolive Building Retail, LLC
c/o Draper and Kramer, Incorporated
33 W. Monroe
19th Floor
Chicago, Illinois 60603

10. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, successors-in-title and assigns. When used herein, the term "Landlord" refers to Landlord and to any successor to the interest of Landlord under the Lease, and the term "Lender" refers to Lender and to any successor-in-interest of Lender under the Mortgage.

11. This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal to be effective as of the date set forth in the first paragraph hereof.

LENDER:

COLUMN FINANCIAL, INC. ,
a Delaware corporation

By: Timothy J. Meyer
Name: Timothy J. Meyer
Title: Senior Vice President

STATE OF ILLINOIS §
 § SS:
COUNTY OF COOK §

BEFORE ME, a Notary Public in and for said County and State, personally appeared TIMOTHY J. MEYER, Senior Vice President of COLUMN FINANCIAL, INC., a Delaware corporation, LENDER in the foregoing, and he acknowledged that he did sign said instrument for and on behalf of said corporation, as the voluntary act and deed of said corporation, for all the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on this 13 day of March, 2002.

Jane E. Price
Notary Public
"OFFICIAL SEAL"
JANE E. PRICE
Notary Public, State of Illinois
My Commission Expires 05/19/03
Commission Expiration Date: 5/19/03

TENANT:

LVMH FASHION GROUP AMERICAS INC.,
a Delaware corporation

By: Fred Wilson
Name: Fred Wilson
Title: President

STATE OF NEW YORK §
§ SS:
COUNTY OF NEW YORK §

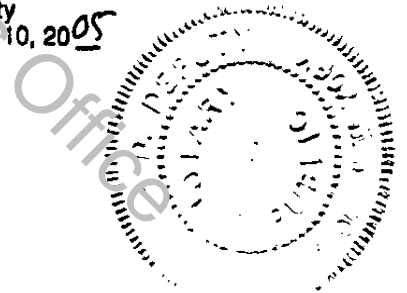
BEFORE ME, a Notary Public in and for said County and State, personally appeared Fred Wilson, President, of LVMH Fashion Group Americas, Inc., a Delaware corporation, TENANT in the foregoing, and he acknowledged that he did sign said instrument for and on behalf of said corporation, as the voluntary act and deed of said corporation, for all the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on this 13 day of March, 2002.

Linda D. Deputy
Notary Public

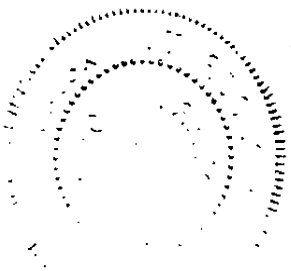
Commission Expiration Date: 12/10/05

LINDA D. DEPUTY
Notary Public, State of New York
No. 01DE606740
Qualified in Kings County
Commission Expires December 10, 2005



UNOFFICIAL COPY

Property of Cook County Clerk's Office



COMMUNICATIONS SECTION
COUNTY CLERK'S OFFICE
110 N. LAUREL ST.
CHICAGO, ILL. 60602

LANDLORD:

PALMOLIVE BUILDING RETAIL, LLC,
a Delaware limited liability company

By: PALMOLIVE BUILDING MANAGER, LLC,
a Delaware limited liability company,
its Manager

By: DRAPER AND KRAMER,
INCORPORATED,
an Illinois corporation
its Manager

By: *Forrest D. Bailey*
Name: Forrest D. Bailey
Title: President

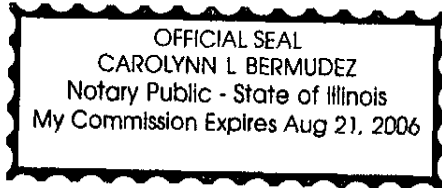
STATE OF ILLINOIS §
 § §
COUNTY OF COOK §

BEFORE ME, a Notary Public in and for said County and State, personally appeared Forrest D. Bailey, President of Draper and Kramer, Incorporation, an Illinois corporation, manager of Palmolive Building Manager, LLC, a Delaware limited liability company, manager of Palmolive Building Retail, LLC, a Delaware limited liability company, LANDLORD in the foregoing, and he acknowledged that he did sign said instrument for and on behalf of said limited liability company, as the voluntary act and deed of said limited liability company, for all the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on this 13 day of March, 2002.

Carolynn L. Bermudez
Notary Public

Commission Expiration Date: 8/21/06



DALLAS_136157375
3011-723 -

EXHIBIT A

RETAIL PARCEL LEGAL DESCRIPTION

PARCEL 1:

THE DIVISION OF THE PALMOLIVE BUILDING

RETAIL PARCEL AT FIRST FLOOR

ALL THE LAND PROPERTY AND SPACE LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +28.58 FEET ABOVE CHICAGO CITY DATUM AND ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.35 FEET ABOVE CHICAGO CITY DATUM AND WITHIN THE VERTICAL PROJECTION OF THE BOUNDARY LINE OF FOLLOWING DESCRIBED PARCEL OF LAND:

ALL THAT PART OF THE NORTH HALF OF LOTS 23 TO 31, BOTH INCLUSIVE, TAKEN AS A TRACT, IN ALLMENDINGER'S LAKE SHORE DRIVE ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCK 13 IN THE CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 29; THENCE EAST ALONG THE NORTH LINE OF THE NORTH HALF OF LOTS 23 TO 31, A DISTANCE OF 132.55 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE NORTH LINE OF THE NORTH HALF OF LOTS 23 TO 31, A DISTANCE OF 61.48 FEET; THENCE WEST ALONG A LINE, PERPENDICULAR TO THE LAST DESCRIBED LINE, 22.59 FEET; THENCE SOUTH ALONG A LINE, PERPENDICULAR TO THE LAST DESCRIBED LINE, 22.04 FEET; THENCE EAST ALONG A LINE, PERPENDICULAR TO THE LAST DESCRIBED LINE, 3.55 FEET; THENCE SOUTH ALONG A LINE, PERPENDICULAR TO THE LAST DESCRIBED LINE, 27.95 FEET TO THE SOUTH LINE OF THE NORTH HALF OF LOTS 23 TO 31 AFORESAID; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF LOTS 23 TO 31 AFORESAID HAVING AN ANGLE OF 89 DEGREES 55 MINUTES 50 SECONDS TO THE LEFT FROM THE LAST DESCRIBED LINE, 113.51 FEET TO THE WEST LINE OF LOTS 23 TO 31 AFORESAID; THENCE NORTH ALONG THE WEST LINE OF LOTS 23 TO 31 AFORESAID, HAVING AN ANGLE OF 89 DEGREES 44 MINUTES 45 SECONDS TO THE RIGHT FROM THE LAST DESCRIBED LINE, 107.57 FEET TO THE NORTHWEST CORNER OF LOT 29 AND THE POINT OF BEGINNING.

PARCEL 2:

PERPETUAL EASEMENT IN FAVOR OF PARCEL 1 AS CREATED BY THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS MADE BY AND BETWEEN PALMOLIVE TOWER CONDOMINIUMS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, PALMOLIVE BUILDING BASE, LLC, A

DELAWARE LIMITED LIABILITY COMPANY AND PALMOLIVE BUILDING RETAIL, LLC, A DELAWARE LIMITED LIABILITY COMPANY DATED _____ AND RECORDED _____ AS DOCUMENT _____, FOR THE FOLLOWING PURPOSES:

(A) INGRESS AND EGRESS IN, OVER, ON, ACROSS AND THROUGH PORTIONS OF THE "TOWER PROPERTY"; STRUCTURAL SUPPORT LOCATED IN OR CONSTITUTING A PART OF THE "TOWER PROPERTY"; USE OF FACILITIES LOCATED IN THE "TOWER PROPERTY"; USE OF THE RETAIL EASEMENT FACILITIES, AS DEFINED THEREIN; UTILITY PURPOSES IN CERTAIN AREAS OF THE "TOWER PROPERTY"; USE AND MAINTENANCE OF ANY SYSTEM, GENERATOR, VALVE, MECHANICAL, MACHINE, ELECTRICAL, STAIR, SWITCHGEAR, PANEL METER, TRANSFER AREA, EQUIPMENT OR PUMP ROOM LOCATED IN THE "TOWER PROPERTY"; PERMITTING THE EXISTENCE OF ENCROACHMENTS LOCATED WITHIN THE "TOWER PROPERTY"; USE AND ACCESS TO THE ROOF FOR INGRESS AND EGRESS, AS LOCATED IN THE "TOWER PROPERTY"; PERMITTING THE EXISTENCE, ATTACHMENT, USE AND MAINTENANCE OF OWNED FACILITIES, AS DEFINED THEREIN; AND INSTALLATION, USE AND MAINTENANCE OF COMMUNICATION FACILITIES LOCATED ON THE ROOF OF THE "TOWER PROPERTY".

"TOWER PROPERTY" DEFINED AS FOLLOWS:

TOWER PARCEL ABOVE 14TH FLOOR AND BELOW UPPER LIMITING PLANE

ALL THE LAND PROPERTY AND SPACE LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +496.00 FEET ABOVE CHICAGO CITY DATUM AND ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +163.40 FEET ABOVE CHICAGO CITY DATUM AND WITHIN THE VERTICAL PROJECTION OF THE BOUNDARY LINE OF FOLLOWING DESCRIBED PARCEL OF LAND:

THE NORTH HALF OF LOTS 23 TO 31, BOTH INCLUSIVE, TAKEN AS A TRACT, IN ALLMENDINGER'S LAKE SHORE DRIVE ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCK 13 IN THE CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(B) INGRESS AND EGRESS IN, OVER, ON, ACROSS AND THROUGH PORTIONS OF THE "BASE PROPERTY"; STRUCTURAL SUPPORT LOCATED IN OR CONSTITUTING A PART OF THE "BASE PROPERTY"; USE OF FACILITIES LOCATED IN THE "BASE PROPERTY"; USE OF THE RETAIL EASEMENT FACILITIES, AS DEFINED THEREIN; SUPPORT, ENCLOSURE, USE AND MAINTENANCE WITH RESPECT TO COMMON WALLS, FLOORS AND CEILINGS COMMON WITH THE "BASE PROPERTY"; PERMITTING THE EXISTENCE OF ENCROACHMENTS LOCATED WITHIN THE "BASE PROPERTY"; UTILITY PURPOSES IN CERTAIN AREAS OF THE "BASE PROPERTY"; RIGHT TO INSTALL AND MAINTAIN AN ENTRANCE CANOPY AND SIGNAGE ON EXTERIOR OF BUILDING, AS DEFINED THEREIN; USE AND MAINTENANCE OF ANY

SYSTEM, GENERATOR, VALVE, MECHANICAL, MACHINE, ELECTRICAL, STAIR, SWITCHGEAR, PANEL METER, TRANSFER AREA, EQUIPMENT OR PUMP ROOM LOCATED IN THE "BASE PROPERTY"; PEDESTRIAN EGRESS IN AN EMERGENCY SITUATION ON, OVER, ACROSS AND THROUGH FIRE ESCAPE CORRIDORS, STAIRCASES AND STAIRWAYS LOCATED WITHIN THE "BASE PROPERTY"; VALET PARKING OF PASSENGER VEHICLES AND PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS OVER THE "BASE PROPERTY"; INGRESS AND EGRESS TO AND FROM AND THE USE OF THE LOADING DOCKS, FREIGHT ELEVATOR AND GARAGE IMPROVEMENTS NECESSARY FOR DELIVERY OVER THE "BASE PROPERTY"; USE, OPERATION AND MAINTENANCE OF TRASH DUMPSTERS AND COMPACTORS; PERMITTING THE EXISTENCE, ATTACHMENT, USE AND MAINTENANCE OF TOWER OWNED FACILITIES, AS DEFINED THEREIN; AND TEMPORARY EASEMENT ON, OVER AND ACROSS THE "BASE PROPERTY" AS NECESSARY TO COMPLETE THE RENOVATION, AS DEFINED THEREIN.

BASE PARCEL BELOW 1ST FLOOR

ALL THE LAND PROPERTY AND SPACE LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.35 FEET ABOVE CHICAGO CITY DATUM AND WITHIN THE VERTICAL PROJECTION OF THE BOUNDARY LINE OF FOLLOWING DESCRIBED PARCEL OF LAND:

THE NORTH HALF OF LOTS 23 TO 31, BOTH INCLUSIVE, TAKEN AS A TRACT IN ALLMENDINGER'S LAKE SHORE DRIVE ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCK 13 IN THE CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO;

BASE PARCEL AT FIRST FLOOR

ALL THE LAND PROPERTY AND SPACE LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +28.58 FEET ABOVE CHICAGO CITY DATUM AND ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.35 FEET ABOVE CHICAGO CITY DATUM AND WITHIN THE VERTICAL PROJECTION OF THE BOUNDARY LINE OF FOLLOWING DESCRIBED PARCEL OF LAND:

ALL THAT PART OF THE NORTH HALF OF LOTS 23 TO 31, BOTH INCLUSIVE, TAKEN AS A TRACT IN ALLMENDINGER'S LAKE SHORE DRIVE ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCK 13 IN THE CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 31; THENCE WEST ALONG THE NORTH LINE OF THE NORTH HALF OF LOTS 23 TO 31, A DISTANCE OF 98.45 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE NORTH LINE OF THE

NORTH HALF OF LOTS 23 TO 31, A DISTANCE OF 61.48 FEET; THENCE WEST ALONG A LINE, PERPENDICULAR TO THE LAST DESCRIBED LINE 22.59 FEET; THENCE SOUTH ALONG A LINE, PERPENDICULAR TO THE LAST DESCRIBED LINE, 22.04 FEET; THENCE EAST ALONG A LINE, PERPENDICULAR TO THE LAST DESCRIBED LINE, 3.55 FEET; THENCE SOUTH ALONG A LINE, PERPENDICULAR TO THE LAST DESCRIBED LINE, 27.95 FEET TO THE SOUTH LINE OF THE NORTH HALF OF LOTS 23 TO 31 AFORESAID; THENCE EAST ALONG THE SOUTH LINE OF THE NORTH HALF OF LOTS 23 TO 31 AFORESAID HAVING AN ANGLE OF 90 DEGREES 04 MINUTES 10 SECONDS TO THE RIGHT FROM THE LAST DESCRIBED LINE, 117.49 FEET TO THE EAST LINE OF LOTS 23 TO 31 AFORESAID; THENCE NORTH ALONG THE EAST LINE OF LOTS 23 TO 31 AFORESAID, HAVING AN ANGLE OF 90 DEGREES 15 MINUTES 15 SECONDS TO THE RIGHT FROM THE LAST DESCRIBED LINE, 107.85 FEET TO THE NORTHEAST CORNER OF LOT 31 AND THE POINT OF BEGINNING.

ALSO;

BASE PARCEL ABOVE FIRST FLOOR AND BELOW 14TH FLOOR

ALL THE LAND PROPERTY AND SPACE LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +103.40 FEET ABOVE CHICAGO CITY DATUM AND ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +28.58 FEET ABOVE CHICAGO CITY DATUM AND WITHIN THE VERTICAL PROJECTION OF THE BOUNDARY LINE OF FOLLOWING DESCRIBED PARCEL OF LAND: THE NORTH HALF OF LOTS 23 TO 31, BOTH INCLUSIVE, TAKEN AS A TRACT, IN ALLMENDINGER'S LAKE SHORE DRIVE ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCK 13 IN THE CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO;

PARCEL ABOVE UPPER LIMITING PLANE

ALL THE LAND PROPERTY AND SPACE ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +496.00 FEET ABOVE CHICAGO CITY DATUM AND WITHIN THE VERTICAL PROJECTION OF THE BOUNDARY LINE OF FOLLOWING DESCRIBED PARCEL OF LAND: THE NORTH HALF OF LOTS 23 TO 31, BOTH INCLUSIVE, TAKEN AS A TRACT, IN ALLMENDINGER'S LAKE SHORE DRIVE ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCK 13 IN THE CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.