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Dechert LLP
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San Francisco, CA 94111
Attention: Joseph B. Heil, Esquire

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ASSIGNMENT OF MANAGEMENT AGREEMENT
AND AGREEMENTS AFFECTING REAL ESTATE

by

DI 816 8719

77 WEST WACKER DRIVE, L.L.C.

(as Assignor)

J Byers

to

MERRILL LYNCH MORTGAGE LENDING, INC.,

(as Assignee)

14

Property: 77 West Wacker Drive, Chicago, Illinois
Loan Number: 20039213020

Box 333

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ASSIGNMENT OF MANAGEMENT AGREEMENT AND AGREEMENTS AFFECTING REAL ESTATE

THIS ASSIGNMENT OF MANAGEMENT AGREEMENT AND AGREEMENTS AFFECTING REAL ESTATE (as amended, modified and supplemented and in effect from time to time, this "Assignment") is made as of October 24, 2003 by 77 WEST WACKER DRIVE, L.L.C., a Delaware limited liability company, having an address at c/o Prime Group Realty Trust, 77 West Wacker Drive, Suite 3900, Chicago, Illinois 60601 ("Assignor") in favor of MERRILL LYNCH MORTGAGE LENDING, INC., a Delaware corporation, having an address of 4 World Financial Center, 16th Floor, New York, New York 10080 (together with its successors and assigns, "Assignee").

RECITALS

A. Pursuant to that certain Loan Agreement dated as of the date hereof by and between Assignor and Assignee (as amended, modified and supplemented and in effect from time to time, the "Loan Agreement"), Assignee is making a loan (the "Loan") to Assignor which is evidenced by a promissory note dated as of the date hereof (such note, together with all renewals, extensions, modifications, consolidations and substitutions and in effect from time to time, the "Note") and secured by, among other things, a Fee Mortgage, Leasehold Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as of the date hereof (as amended, modified and supplemented and in effect from time to time, the "Mortgage") on Assignor's interest in the real property described on Exhibit A attached hereto (such real property, together with all other property subject to the lien and security interest of the Mortgage, is referred to herein and in the Mortgage as, the "Property").

B. Assignor intends by the execution and delivery of this Assignment to further secure the payment and performance of the Loan Obligations (as such term is defined in the Mortgage).

NOW, THEREFORE, in consideration of the Loan and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto covenant and agree as follows:

1. Definition of Additional Collateral. The items which shall be the subject of this Assignment and which are sometimes collectively referred to herein as "Additional Collateral" are as follows:

(a) All of Assignor's right, title and interest in and to all contracts between Assignor and third parties in connection with the management, construction, repair, renovation, use, operation or maintenance of the Property, including without limitation, the Management Agreement applicable to the Property, any franchise agreements, any agreements regarding parking facilities for the Property, any architect's agreements, construction contracts, licensing agreements, subcontracts, service and supply agreements, any other agreements with design professionals, all agreements, allocations, and rights with all utility services serving the Property and all development agreements, reservation agreements, agreements of sale, options to

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purchase, rights of first refusal or any other preferential right and Permits, which have heretofore been or will hereafter be executed by or on behalf of Assignor or any manager under any management agreement (such manager, the "Manager"), or which have been or will hereafter be assigned to or acquired by Assignor, in each case as the same may thereafter from time to time be supplemented, amended, modified or extended by one or more written agreements supplemental thereto applicable to the Property (collectively, the "Assigned Agreements"; the parties with whom or to whom such Assigned Agreements have been or may hereafter be given are hereinafter collectively referred to as the "Contractors"); and

(b) All of Assignor's right, title and interest in and to all warranties, guarantees, and other rights of Assignor or any Manager under any management agreement, direct and indirect, against manufacturers, dealers, suppliers, Contractors, and others in connection with the work done or to be done and the materials supplied or to be supplied to or for the Property (collectively, the "Warranties").

2. Assignment.

(a) Assignor hereby unconditionally and absolutely assigns, transfers and sets over unto Assignee all of Assignor's right, title and interest in and to the Additional Collateral, it being intended that this assignment be an absolute assignment from Assignor to Assignee and not merely the granting of a security interest. Until the occurrence and continuance of an Event of Default, Assignor may retain, use and enjoy the benefits of the Additional Collateral. Upon the occurrence and continuance of an Event of Default under any of the Loan Documents (other than an Event of Default described in Section 7.1(x), Section 7.1(xi) or Section 7.1(xii) of the Loan Agreement for which the revocation hereinafter described shall be automatic and simultaneous with the occurrence of any such Event of Default), the license described in the preceding sentence shall, upon Assignee's written election, be revoked, and Assignee may elect to exercise any and all of Assignee's rights and remedies hereunder. Notwithstanding the foregoing, upon the election by Assignee to terminate the Management Agreement in accordance with the Manager's Consent Regarding Management Agreement of even date hereof among Assignor, Assignee and Manager, the foregoing described license shall be revoked. After such a revocation, Assignee shall provide Assignor with notice of same.

3. Remedies.

(a) Upon the occurrence and continuance of an Event of Default, Assignee may elect to exercise any and all of Assignor's rights and remedies to, upon and under the Additional Collateral, without any interference or objection from Assignor, and Assignor shall use commercially reasonable efforts to cause the Manager, the Contractors, the Governmental Authorities and other Persons to comply with all the terms and conditions of the Management Agreement, the Permits, the Assigned Agreements and all other Additional Collateral.

(b) Upon the occurrence and continuance of an Event of Default, if and to the extent permitted by law and the terms of the Additional Collateral, Assignee may, with or without entry upon the Property, at its sole option, take over and enjoy the benefits, and assume the obligations to the extent necessary, to enjoy the benefits of the Additional Collateral,

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exercise Assignor's rights under the Additional Collateral, and perform all acts in the same manner and to the same extent as Assignor might do. In connection with the foregoing process, but without limiting the generality of the foregoing, Assignee may with notice to the affected parties reassign all or any portion of its right, title, and interest in the Management Agreement to any persons or entities in Assignee's sole discretion, but without any further requirement for the consent of Assignor or the Manager, and any such reassignment shall be valid and binding upon Assignor and the Manager as fully as if each had expressly approved the same. Assignee may also effect new Permits, Assigned Agreements and Warranties, cancel or surrender existing Assigned Agreements in accordance with the terms of such agreements, Permits and Warranties, or with the consent of the parties thereto, alter or amend the terms of and renew existing Agreements and Permits, and make concessions to the Governmental Authorities, the Contractors, warrantors and others. To the extent permitted by law, Assignor hereby releases any and all claims which Assignor has or might have against Assignee arising out of any such actions by Assignee unless arising from Assignee's negligence, fraud or willful misconduct.

4. Faithful Performance. Assignor covenants and agrees that Assignor will (a) fulfill and perform each and every material term, covenant and provision of the Additional Collateral to be fulfilled or performed by Assignor thereunder, (b) give prompt notice to Assignee of any notice of default or termination received or sent by Assignor under the terms of the Additional Collateral, together with a complete copy of any such notice, and (c) not modify in any material respect or terminate any of the Additional Collateral without the prior written consent of Assignee, which consent shall not be unreasonably withheld, delayed or conditioned, provided that, except with respect to the Management Agreement, no such consent shall be required if such modifications or termination falls within Assignor's normal and customary business practices.

5. No Assumption by Assignee. Except as otherwise expressly set forth in that certain Manager's Consent Regarding Management Agreement of even date herewith among Assignor, Assignee and Manager, Assignee will not be deemed in any manner to have assumed any liabilities or obligations relating to any of the Additional Collateral, nor shall Assignee be liable to the Governmental Authorities, the Manager, the Contractors or others by reason of any default by any party under the Management Agreement, the Permits, the Warranties, the Assigned Agreements or any other Additional Collateral. Assignor agrees to indemnify and to hold Assignee harmless of and from any and all liabilities, losses, damages, expenses or costs which it may or might incur by reason of any claims or demands against it based on its alleged assumption of Assignor's duty and obligation to perform and discharge the terms, covenants and agreements in the Management Agreement, Permits, Warranties, Assigned Agreements or any other Additional Collateral, unless arising as a result of the negligence, fraud, or willful misconduct of Assignee, or breach by Assignee of the Loan Documents, or breach by Assignee following its assumption of the Additional Collateral.

6. Liberal Construction; Advances by Assignee. All of the foregoing powers herein granted to Assignee shall be liberally construed in favor of Assignee. Assignee need not expend its own funds in the exercise of such powers, but if it does in a reasonable manner, such amounts, together with reasonable attorneys' fees and disbursements, shall be considered as advances for and on behalf of Assignor, secured by this Assignment and also evidenced and secured by the other Loan Documents. Any amounts so advanced shall bear

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interest at the Default Rate set forth in the Loan Agreement from the respective dates of any such advances to the date of repayment in full.

7. Copies Furnished. Assignor shall, upon request of Assignee, furnish Assignee with a complete list of all Additional Collateral. Further, if requested, Assignor shall deliver to Assignee executed or certified copies of the Management Agreement, and all Permits, Assigned Agreements, and Warranties and other written agreements, correspondence and memoranda between Assignor (and its predecessors in title) and the Manager, the Contractors, the Governmental Authorities and others, setting forth the contractual or other arrangements between them. Such requests may be made at any reasonable time. Monthly requests, or more frequent requests if made after the occurrence of an Event of Default, shall be deemed reasonable.

8. No Waiver; Mortgagee in Possession; Joint Venture. Nothing herein contained shall be construed as making Assignee a mortgagee-in-possession, or as constituting a waiver or suspension by Assignee of its right to enforce payment of the Indebtedness under the terms of the Loan Agreement and Loan Documents. Assignee is not the agent, partner or joint venturer of either the Assignor or of the Manager, the Contractors or the Governmental Authorities.

9. Assignee's Option to Enforce. This Assignment may be enforced from time to time by Assignee in its sole discretion, in accordance with law. Assignee may also at any time cease to enforce this Assignment. Any failure on the part of Assignee promptly to exercise any option hereby given or reserved shall not in any way prevent the exercise of any such option at any time thereafter. Assignee may pursue and enforce any remedy or remedies accorded it herein independently of, in conjunction or concurrently with, or subsequent to its pursuit and enforcement of any remedy or remedies which it may have under any of the Loan Documents.

10. Warranties and Representations. Assignor warrants and represents that, as of the date hereof: (a) it has the right, power and authority to execute and deliver this Assignment; (b) it has made no prior assignment of the Additional Collateral except pursuant to this Assignment; (c) all Additional Collateral which exists on the date hereof to Assignor's knowledge is in full force and effect on the date hereof, subject to no appeal, claim, litigation, defense, setoff or counterclaim whatsoever, and all fees or other obligations required for the full effectiveness of each existing Permit have been paid and satisfied in full; and (d) to Assignor's knowledge there exists no event, condition or occurrence which constitutes, a material breach of or default under any term or condition of any of the Additional Collateral.

11. Termination of Assignment. When all amounts due under the Loan Documents have been fully repaid, this Assignment shall be deemed released and of no further force and effect.

12. Assignment of Interest. Assignor acknowledges and agrees that Assignee may assign, sell, securitize, participate, pledge and/or otherwise transfer all or any portion of Assignee's right, title and interest in, to and under this Agreement and/or the other Loan Documents in one or more transactions as set forth in the Loan Agreement.

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13. Construction. When the content so requires, the singular shall include the plural and conversely, and use of any gender shall include all genders.

14. Notices. All notices, demands, consents, requests or other communications that are permitted or required to be given by any party to the other hereunder shall be in writing and given in the manner specified in Section 8.6 of the Loan Agreement.

15. Headings. The headings preceding the text of the paragraphs of this Assignment are inserted only for convenience of reference and shall not constitute a part of this Assignment, nor shall they in any way affect its meaning, construction or effect.

16. Severability. If any term or provision of this Assignment or the application thereof to any Person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Assignment, or the application of such term or provision to Persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Assignment shall be valid and enforceable to the maximum extent permitted by law.

17. Exhibits. The information set forth on the cover, heading and recitals hereof, and the Exhibit attached hereto, are hereby incorporated herein as a part of this Assignment with the same effect as if set forth in the body hereof.

18. Exculpation. This Assignment is and shall be subject to the exculpation provisions of Section 8.14 of the Loan Agreement.

19. Capitalized Terms. Capitalized terms used herein without definition shall have the meanings set forth in the Loan Agreement.

20. Time of the Essence. Time is of the essence with respect to each and every covenant, agreement and obligation of Assignor under this Assignment.

21. Miscellaneous. This Assignment (a) shall be governed by and construed according to the law of the State in which the Property is located, (b) shall be binding upon Assignor, its successors and assigns, including any subsequent owner of the Property, and shall inure to the benefit of Assignee, its successors and assigns, and (c) may not be amended except by a written agreement executed by the parties hereto.

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IN WITNESS WHEREOF, Assignor has caused this Assignment of Management Agreement and Agreements Affecting Real Estate to be duly executed the day and year first above mentioned.

ASSIGNOR

77 WEST WACKER DRIVE, L.L.C.

By: Prime Group Realty, L.P., its administrative member

By: Prime Group Realty Trust, its general partner

By: 
Name: Jeffrey A. Patterson
Title: President

Property of Cook County Notary Public's Office

STATE OF Illinois

COUNTY OF Cook

On October 22, 2003, before me, the undersigned, a Notary Public, personally appeared Jeffrey A. Patterson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Annette Burtin (Seal)



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EXHIBIT A

LEGAL DESCRIPTION

A. FEE SIMPLE AS TO PARCELS 1, 2, AND 4; SAID PARCELS 1, 2, AND 4 BEING DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 3 (EXCEPT THE EAST 20.50 FEET THEREOF); TOGETHER WITH THE NORTH 1.00 FOOT OF THE ORIGINAL 18-FOOT ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOT 3 IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND

LOTS 1 TO 9, BOTH INCLUSIVE, IN THE SUBDIVISION OF LOT 4; TOGETHER WITH THE NORTH 1.50 FEET OF THE ORIGINAL 18-FOOT ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID SUBDIVISION OF LOT 4 IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE WEST 1/2 OF NORTH GARVEY COURT (SAID NORTH GARVEY COURT BEING THE WEST 1/2 OF LOT 2 AND THE EAST 20.50 FEET OF LOT 3; TOGETHER WITH THE NORTH 1.00 FOOT OF THE ORIGINAL 18-FOOT ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF THE AFORESAID PARTS OF LOTS 2 AND 3; THE SOUTH LINE OF SAID 1.00 FOOT STRIP, BEING THE NORTH LINE OF WEST HADDOCK PLACE AS ESTABLISHED BY ORDINANCE PASSED SEPTEMBER 17, 1852) LYING ABOVE AN INCLINED PLANE HAVING AN ELEVATION OF +17.26 FEET ABOVE THE CHICAGO CITY DATUM, MEASURED ALONG THE NORTH LINE OF BLOCK 17 AND HAVING AN ELEVATION OF +21.23 FEET ABOVE THE CHICAGO CITY DATUM, MEASURED ALONG THE NORTH LINE OF WEST HADDOCK PLACE ALL IN BLOCK 17, (AS VACATED BY THE CITY OF CHICAGO IN AN ORDINANCE PASSED MARCH 21, 1990 AND RECORDED APRIL 11, 1990 AS DOCUMENT 90164868), IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF WEST HADDOCK PLACE AS ESTABLISHED BY ORDINANCE PASSED SEPTEMBER 17, 1852; TOGETHER WITH THE SOUTH 1.50 FEET OF THE ORIGINAL 18-FOOT ALLEY LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOT 1 IN THE ASSESSOR'S DIVISION OF LOT 5 IN BLOCK 17; ALSO, THE SOUTH 1.00 FOOT OF SAID ORIGINAL 18-FOOT ALLEY LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOT 6 IN BLOCK 17, ALL TAKEN AS ONE TRACT, LYING WEST OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE EAST 20.50 FEET OF LOT 3 IN SAID BLOCK 17 AND LYING EAST OF THE WEST LINE OF BLOCK 17 AND ITS EXTENSIONS, (AS VACATED BY THE CITY OF CHICAGO IN AN ORDINANCE PASSED MARCH 21, 1990 AND

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RECORDED APRIL 11, 1990 AS DOCUMENT 90164868) IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

B. THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1(H) OF THE CONDITIONS AND STIPULATIONS OF THE POLICY), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 26, 1985 AND KNOWN AS TRUST NUMBER 66121, AS LESSOR, AND 77 WEST WACKER LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, AS LESSEE, DATED MARCH 7, 1991, WHICH LEASE WAS RECORDED MARCH 18, 1991 AS DOCUMENT 91119739 WHICH DEMISED PARCEL 7 FOR A TERM OF YEARS AS SET FORTH THEREIN, AND DEMISES THE "APPURTENANT RIGHTS" SET FORTH IN PARCEL B OF EXHIBIT 'B' TO SAID LEASE OVER PARCEL 10 FOR SAID TERM.

MEMORANDUM OF ASSIGNMENT OF INTEREST IN LEASE AND SUBLEASE RECORDED OCTOBER 6, 1999 AS DOCUMENT 99946792 AND RE-RECORDED FEBRUARY 22, 2000 AS DOCUMENT 00129948 MADE BY AND BETWEEN 77 WEST WACKER LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP AND 77 WEST WACKER DRIVE L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, SAID PARCELS 7 AND 10 BEING DESCRIBED AS FOLLOWS:

PARCEL 7:

THE PROPERTY AND SPACE WHICH LIES BETWEEN HORIZONTAL PLANES WHICH ARE +50.63 FEET AND +80.63 FEET, RESPECTIVELY ABOVE THE CHICAGO CITY DATUM, AND WHICH IS ENCLOSED BY VERTICAL PLANES EXTENDING UPWARD FROM THE BOUNDARIES, AT THE SURFACE OF THE EARTH, OF THAT PART OF BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO, IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

ALL OF SUB-LOTS 1 TO 7 AND THE ALLEY IN THE ASSESSOR'S DIVISION OF LOT 5 IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO; ALSO, LOT 6 (EXCEPT THE EAST 20.00 FEET THEREOF) IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO ALL IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 10:

THAT PART OF THE LAND DESCRIBED BELOW WHICH IS DEMISED AS APPURTENANT RIGHTS IN THE LEASE NOTED ABOVE:

THAT PART OF BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

ALL OF SUB-LOTS 1 TO 7, AND THE ALLEY IN THE ASSESSOR'S DIVISION OF LOT 5 IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO; ALSO LOT 6 (EXCEPT THE EAST 20.00 FEET THEREOF) IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO; ALL IN THE SOUTHEAST 1/4 OF SECTION 9,

TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART WHICH LIES BETWEEN HORIZONTAL PLANES, WHICH ARE 50.63 FEET AND 80.63 FEET, RESPECTIVELY, ABOVE CHICAGO DATUM.

C. AN EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1, 2, AND 4 CREATED BY THE GRANT OF EASEMENT RECORDED AS DOCUMENT 90164870 AS AMENDED BY DOCUMENT 91096330 FOR A SECTION OF AIR SPACE FOR PURPOSES OF CONSTRUCTING, OWNING, OPERATING,

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MAINTAINING, REPAIRING AND REPLACING THE PLAZA OVER PARCELS 3 AND 5, BEING DESCRIBED AS FOLLOWS:

PARCEL 3:

THAT PART OF THE EAST 1/2 OF NORTH GARVEY COURT (SAID NORTH GARVEY COURT BEING THE WEST 1/2 OF LOT 2 AND THE EAST 20.50 FEET OF LOT 3; TOGETHER WITH THE NORTH 1.00 FOOT OF THE ORIGINAL 18-FOOT ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF THE AFORESAID PARTS OF LOTS 2 AND 3, THE SOUTH LINE OF SAID 1.00 FOOT STRIP BEING THE NORTH LINE OF WEST HADDOCK PLACE AS ESTABLISHED BY ORDINANCE PASSED SEPTEMBER 17, 1852) LYING ABOVE AN INCLINED PLANE HAVING AN ELEVATION OF +17.26 FEET ABOVE THE CHICAGO CITY DATUM, MEASURED ALONG THE NORTH LINE OF BLOCK 17 AND HAVING AN ELEVATION OF +21.23 FEET ABOVE THE CHICAGO CITY DATUM, MEASURED ALONG THE NORTH LINE OF WEST HADDOCK PLACE AND LYING BELOW AN INCLINED PLANE HAVING AN ELEVATION OF +17.26 FEET ABOVE CHICAGO CITY DATUM, MEASURED ALONG THE NORTH LINE OF SAID BLOCK 17 AND HAVING AN ELEVATION OF +51.23 FEET ABOVE CHICAGO CITY DATUM, MEASURED ALONG THE NORTH LINE OF WEST HADDOCK PLACE, ALL IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF WEST HADDOCK PLACE AS ESTABLISHED BY ORDINANCE PASSED SEPTEMBER 17, 1852; TOGETHER WITH THE SOUTH 1.00 FOOT OF THE ORIGINAL 18-FOOT ALLEY LYING NORTH OF AND ADJOINING THE NORTH LINE OF THE WEST 1/2 OF LOT 7 AND THE NORTH LINE OF THE EAST 20.50 FEET OF LOT 6 ALL TAKEN AS ONE TRACT LYING EAST OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE EAST 20.50 FEET OF LOT 3 IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO, LYING WEST OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 IN SAID BLOCK 17, LYING ABOVE AN INCLINED PLANE, HAVING AN ELEVATION OF +21.23 FEET ABOVE CHICAGO CITY DATUM, MEASURED ALONG THE NORTH LINE OF WEST HADDOCK PLACE AFORESAID, AND HAVING AN ELEVATION OF +21.72 FEET ABOVE CHICAGO CITY DATUM, MEASURED ALONG THE SOUTH LINE OF THE ORIGINAL 18-FOOT ALLEY AFORESAID, AND LYING BELOW AN INCLINED PLANE, HAVING AN ELEVATION OF +71.23 FEET ABOVE CHICAGO CITY DATUM, MEASURED ALONG THE NORTH LINE OF WEST HADDOCK PLACE AFORESAID, AND HAVING AN ELEVATION OF +71.72 FEET ABOVE CHICAGO CITY DATUM, MEASURED ALONG THE SOUTH LINE OF THE ORIGINAL 18-FOOT ALLEY AFORESAID, ALL IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

D. EASEMENTS FOR SUPPORT AS CREATED BY GRANT OF EASEMENT RECORDED AS DOCUMENT 90164870 AS AMENDED BY DOCUMENT 91096330 OVER PARCEL 5, SAID PARCEL 6 BEING DESCRIBED

AS FOLLOWS:

PARCEL 6:

THAT PART OF GARVEY COURT DEPICTED IN EXHIBIT "B" OF THE GRANT OF EASEMENT RECORDED AS DOCUMENT 90164870 AS AMENDED BY DOCUMENT 91096330.

E. NON EXCLUSIVE EASEMENT FOR PEDESTRIAN ACCESS BETWEEN THE COVERED PEDESTRIAN WALKWAY (SURROUNDING THE EXTERIOR SIDES OF THE GRANTORS BUILDING) AND THE PLAZA AND FOR A JOINT ACCESS STAIRWAY CONNECTING THE PARTIES' PROPERTIES, AS SPECIFICALLY DESCRIBED IN SAID INSTRUMENT, AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 5, 1990 AND RECORDED AS DOCUMENT 91092145 MADE BY AND BETWEEN CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED

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NOVEMBER 12, 1986 AND KNOWN AS TRUST NO. 1088617 AND 77 WEST WACKER LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, OVER PARCEL 8; SAID PARCEL 8 BEING DESCRIBED AS FOLLOWS:

PARCEL 8:

THAT PORTION OF THE LAND DESCRIBED BELOW (THE STAIRWAY LAND) SUBJECT TO THE EASEMENT SET FORTH IN "E" ABOVE:

LOT 1 AND THE EAST 1/2 OF LOT 2 IN BLOCK 17 OF THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

AND

A STRIP OF LAND LYING SOUTH OF AND ADJOINING LOT 1 AND THE EAST 1/2 OF LOT 2 IN BLOCK 17 OF THE ORIGINAL TOWN OF CHICAGO BOUNDED ON THE NORTH BY THE SOUTH LINE OF SAID LOTS AND ON THE SOUTH BY THE NORTH LINE OF PUBLIC ALLEY AS NARROWED BY ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CHICAGO PASSED SEPTEMBER 17, 1852, ALL IN COOK COUNTY, ILLINOIS.

F. EASEMENTS OVER PARCEL 9, AS SET FORTH IN AGREEMENT BY AND AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 26, 1985 AND KNOWN AS TRUST NUMBER 66121; 200 NORTH DEARBORN PARTNERSHIP, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 19, 1989 AND KNOWN AS TRUST NUMBER 11025-08 AND 77 WEST WACKER LIMITED PARTNERSHIP, DATED DECEMBER 31, 1990 AND RECORDED MARCH 18, 1991 AS DOCUMENT 91119736, FOR WALL OPENINGS; USING, CONSTRUCTING, MAINTAINING, REPAIRING, RECONSTRUCTING AND RENEWING THE PLAZA, AND EXTENDING AND CONTINUING THE PLAZA; AND FOR "WALL WORK" AS THEREIN DEFINED; SAID PARCEL 9 BEING DESCRIBED AS FOLLOWS:

PARCEL 9:

THAT PORTION OF THE LAND DESCRIBED BELOW (THE WALL LAND) SUBJECT TO THE EASEMENTS SET FORTH IN "F" ABOVE:

ALL OF SUB-LOTS 1 TO 7 AND THE ALLEY IN THE ASSESSOR'S DIVISION OF LOT 5 IN BLOCK 17

IN THE ORIGINAL TOWN OF CHICAGO; ALSO LOT 6 (EXCEPT THE EAST 20.00 FEET THEREOF) IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO ALL IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

G. SUPPORT AND INGRESS AND EGRESS EASEMENTS AS CREATED BY AGREEMENT DATED OCTOBER 22, 1991, AND RECORDED MARCH 26, 1992 AS DOCUMENT 92199746 AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 18, 1991, AND KNOWN AS TRUST NUMBER 52947, AND OTHERS OVER THOSE PORTIONS OF PARCELS 11A AND 11B, WHICH ARE SET FORTH IN SAID AGREEMENT; SAID PARCEL 11 BEING DESCRIBED BELOW.

H. CONSTRUCTION, REPAIR, SUPPORT, AND INGRESS AND EGRESS EASEMENTS AS CREATED BY AGREEMENT DATED OCTOBER 22, 1991, AND RECORDED NOVEMBER 12, 1991 AS DOCUMENT 91591893 AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 26, 1985, KNOWN AS TRUST NUMBER 66121, AND

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OTHERS OVER THOSE PORTIONS OF PARCEL 11A, WHICH ARE SET FORTH IN SAID AGREEMENT, SAID PARCEL 11 BEING DESCRIBED BELOW.

I. RIGHT TO PARK 169 CARS ON THOSE PORTIONS OF PARCEL 11B, AS SET FORTH IN PARKING AGREEMENT DATED OCTOBER 22, 1991 AND RECORDED APRIL 17, 1992 AS DOCUMENT 92280477 AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 18, 1991 AND KNOWN AS TRUST NUMBER 52947, 77 WEST WACKER LIMITED PARTNERSHIP, AND OTHERS, SAID PARCEL 11 BEING DESCRIBED, AS FOLLOWS:

PARCEL 11:

11A. ALL OF SUBLOTS 1 TO 7 AND THE ALLEY IN ASSESSOR'S DIVISION OF LOT 5 IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO;

ALSO

LOT 6 (EXCEPT THE EAST 20 FEET THEREOF) IN SAID BLOCK 17;

ALSO

ALL OF SUB-LOTS 1 TO 8 IN THE SUBDIVISION OF LOT 8 IN SAID BLOCK 17

ALL IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THE NORTH 111.00 FEET OF THE EAST 1/2 OF LOT 7 (AS SUCH EAST 1/2 IS MEASURED ALONG THE SOUTH LINE OF LOT 7), LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +22.00 FEET ABOVE CHICAGO CITY DATUM;

THE SOUTH 16.00 FEET OF THE NORTH 127.00 FEET OF THE EAST 1/2 OF LOT 7 (AS SUCH EAST 1/2 IS MEASURED ALONG THE SOUTH LINE OF LOT 7), LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.66 FEET ABOVE CHICAGO CITY DATUM;

THAT PART OF THE EAST 1/2 OF LOT 7 (AS SUCH EAST 1/2 IS MEASURED ALONG THE SOUTH LINE OF LOT 7) EXCEPT THE NORTH 127.00 FEET THEREOF, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +12.66 FEET ABOVE CHICAGO CITY DATUM;

THE EAST 20 FEET OF LOT 6 AND THE WEST 1/2 OF LOT 7 (AS SUCH WEST 1/2 IS MEASURED ALONG THE SOUTH LINE OF LOT 7), LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +29.00 FEET ABOVE CHICAGO CITY DATUM;

ALL IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

11B. LOT 27 IN LOOP TRANSPORTATION CENTER SUBDIVISION OF PART OF BLOCK 18 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Street Address: 77 West Wacker Drive, Chicago, IL

Permanent Tax ID #s: 17-09-421-006-000 (Part of Parcel A-1)
17-09-421-007-000 (Part of Parcel A-1)
17-09-421-008-000 (Part of Parcel A-1)
17-09-421-012-000 (Part of Parcel A-1)
17-09-421-013-000 (Part of Parcel A-1)
17-09-421-014-000 (Part of Parcel A-1)
17-09-421-015-000 (Part of Parcel A-1)
17-09-421-016-000 (Part of Parcel A-4)
17-09-421-018-000 (Part of Parcel A-4)
17-09-422-009-000 (Parcel A-2)

17-09-422-010-000 (Part of Parcel B.7)
17-09-422-011-000 (Part of Parcel B.7)
17-09-422-012-000 (Part of Parcel B.10)

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