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Eugene "Gene" Moore Fee: \$100.60  
Cook County Recorder of Deeds  
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This instrument prepared  
by and after recording return to:

Steven E. Ehrlich, Esq.  
Piper Rudnick LLP  
203 North LaSalle Street  
Suite 1800  
Chicago, Illinois 60601

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## VESTIBULE DOORWAY LICENSE AGREEMENT

THIS VESTIBULE DOORWAY LICENSE AGREEMENT (this "Agreement") is entered into as of this 12<sup>th</sup> day of October, 2004 (the "Effective Date") by and between IL-161 CLARK STREET, L.L.C., a Delaware limited liability company ("161 Owner"), and 181 North Clark, LLC, an Illinois limited liability company ("181 Owner") (161 Owner and 181 Owner are sometimes individually referred to herein as "Owner" and collectively as "Owners").

### RECITALS:

WHEREAS, 161 Owner is the owner of certain real property in the City of Chicago, County of Cook, State of Illinois, legally described on Exhibit A attached hereto and made a part hereof and commonly known as 161 North Clark Street, Chicago, Illinois (the "161 Parcel"), upon which is located and operated an office building (the "161 Building");

WHEREAS, 181 Owner is the owner of certain real property located north and east of, and contiguous to, portions of the 161 Parcel in the City of Chicago, County of Cook, State of Illinois, legally described on Exhibit B attached hereto and made a part hereof and commonly known as 181 North Clark Street, Chicago, Illinois (the "181 Parcel") (the 161 Parcel and the 181 Parcel are sometimes individually referred to herein as a "Parcel" and collectively as the "Parcels");

WHEREAS, 181 Owner is presently constructing a parking garage with retail space on the 181 Parcel (the "181 Building") (the 161 Building and the 181 Building are sometimes individually referred to herein as a "Building" and collectively as the "Buildings");

WHEREAS, the 161 Parcel and the 181 Parcel are subject to that certain Development, Operation and Cross-Easement Agreement, dated as of November 17, 1989 by and between LaSalle National Bank, not personally but as Trustee under Trust Agreement dated November 17, 1989 (known as Trust No. 114995) ("Original 161 Fee Owner"), as owner of the 161 Parcel,

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and LaSalle National Bank, not personally but as Trustee under Trust Agreement dated November 17, 1989 (known as Trust No. 115015) (the "**Original 181 Fee Owner**"), as owner of the 181 Parcel (a copy of which was recorded on December 1, 1989 as Document Number 89574343 in the Cook County, Illinois Recorder's Office) (the "**Initial Cross-Easement Agreement**"), as amended by (i) that certain Amendment to Development, Operation and Cross-Easement Agreement, dated as of December 15, 1994 (a copy of which was recorded on December 19, 1994 as Document Number 04056601 in the Cook County, Illinois Recorder's Office), and (ii) that certain Second Amendment to Development, Operation and Cross-Easement Agreement, dated as of September 24, 2002 (a copy of which was recorded on October 31, 2002 as Document Number 0021204471 in the Cook County, Illinois Recorder's Office) (such Initial Cross-Easement Agreement, as so amended and as may hereinafter be amended from time to time, being hereinafter referred to as the "**Cross-Easement Agreement**");

WHEREAS, the 161 Parcel, the 181 Parcel and certain other real property are subject to that certain Amended and Restated Block 35, North Loop Redevelopment Agreement dated as of October 24, 1990 by and between 161 North Clark Street Limited Partnership ("**Original 161 Beneficial Owner**"), as beneficiary of Original 161 Fee Owner, 181 North Clark Street Limited Partnership ("**Original 181 Beneficial Owner**"), as beneficiary of Original 181 Fee Owner, and the City of Chicago, an Illinois municipal corporation (a copy of which was recorded on October 26, 1990 as Document Number 90524174 in the Cook County Recorder's Office) (as amended from time to time, the "**Redevelopment Agreement**");

WHEREAS, the 161 Owner is the successor to Original 161 Fee Owner's rights and obligations under the Cross-Easement Agreement and to Original 161 Beneficial Owner's rights and obligations under the Redevelopment Agreement, and the 181 Owner is the successor to Original 181 Owner's rights and obligations under the Cross-Easement Agreement and to Original 181 Beneficial Owner's rights and obligations under the Redevelopment Agreement;

WHEREAS, as depicted on Exhibit C attached hereto and made a part hereof, there exists a pedway corridor (also sometimes referred to as a retail arcade) (the "**161 Arcade**") opening via a doorway (the "**Randolph Street Entrance**") at the southeast corner of the 161 Building onto West Randolph Street and running north-south along the eastern interior boundary of the 161 Building to the northeast corner of the 161 Building;

WHEREAS, as depicted on Exhibit C attached hereto and made a part hereof, presently the following improvements exist in connection with the 161 Arcade: (i) the Randolph Street Entrance, (ii) various occupied and unoccupied office and retail spaces along the western edge of the 161 Arcade, (iii) two (2) doorways on the western edge of the 161 Arcade connecting the 161 Arcade to the remaining portion of the ground floor lobby area of the 161 Building, one such doorway on the southern end of the 161 Arcade and one such doorway on the northern end of the 161 Arcade, and (iv) a doorway on the northern end of the 161 Arcade on the eastern wall of the 161 Arcade which, from time to time, has been designated as an emergency exit of the 161 Building (such existing doorway being referred to herein as the "**Existing 161 Entrance**" and the

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location of such doorway on the eastern wall of the 161 Arcade being referred to as the “161 Opening”);

WHEREAS, as depicted on Exhibit D attached hereto and made a part hereof, upon completion of the 181 Building, the 181 Building shall include an elevator lobby located generally along the eastern edge of the 181 Building (the “181 Lobby”) opening via a doorway (the “Lake Street Entrance”) at the north end of the 181 Building onto West Lake Street and running generally north-south in the eastern interior portion of the 181 Building;

WHEREAS, 181 Owner and 161 Owner are in a dispute (the “Dispute”) regarding 181 Owner’s rights to connect the 181 Lobby to the 161 Arcade, as the 181 Owner asserts (the “181 Owner Assertion”) that (i) the 181 Lobby constitutes the “Phase Two Retail Arcade” as defined in the Cross-Easement Agreement and the 161 Arcade constitutes the “Phase One Retail Arcade” as defined in the Cross-Easement Agreement, and (ii) the 181 Lobby constitutes a portion of the “north/south interior pedestrian arcade” contemplated in Section 3.10(i) of the Redevelopment Agreement and the 161 Corridor constitutes a portion of such north/south interior pedestrian arcade and, therefore, 181 Owner is entitled under the Redevelopment Agreement and the Cross-Easement Agreement to connect the 181 Lobby to the 161 Arcade, and 161 Owner does not agree with the 181 Owner Assertion and, therefore, does not agree that 181 Owner is entitled to connect the 181 Lobby to the 161 Arcade;

WHEREAS, to settle the Dispute and without either party admitting the assertions put forth by the other regarding the rights of 181 Owner under the Redevelopment Agreement and the Cross-Easement Agreement in respect of the 181 Lobby and the connection of the 181 Lobby to the 161 Arcade, 161 Owner and 181 Owner are entering into this Agreement;

WHEREAS, 181 Owner shall construct a vestibule (the “Vestibule”) on portions of the 161 Parcel and the 181 Parcel and connected to the 161 Building and the 181 Building in the location described in attached Exhibit D to provide a means of pedestrian access to and from the 181 Lobby and the 161 Arcade;

WHEREAS, as depicted on Exhibit D attached hereto and made a part hereof, the Vestibule shall include (i) a doorway connecting the Vestibule to the 181 Lobby (the “181 Doorway”) and (ii) a doorway connecting the Vestibule to the 161 Arcade at the 161 Opening (the “161 Doorway”); and

WHEREAS, (1) in order to construct, operate and use the Vestibule, 161 Owner shall grant to 181 Owner a license to construct on the 161 Property those portions of the Vestibule that are depicted on Exhibit D to be located on the 161 Property (the “161 Vestibule License Area”), and, subsequent to such construction, a license for 181 Owner, its tenants and their respective employees, agents and customers to enter onto and move across the 161 Vestibule License Area in connection with the use of the Vestibule for pedestrian ingress and egress to and from the 181 Lobby and the 161 Arcade, and (2) as part of 161 Owner’s agreement to grant the license to 181 Owner herein described, 181 Owner shall grant to 161 Owner, its tenants and their

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respective employees, agents and customers a license to enter onto and move across the portions of the Vestibule that are depicted on Exhibit D to be located on the 181 Property (the "181 Vestibule License Area") in connection with the use of the Vestibule for pedestrian ingress and egress to the 161 Arcade and the 181 Lobby but in no event for any deliveries (other than on-foot messengers carrying packages with documents customarily delivered to office tenants) ("Pedestrian Use"), and each of 161 Owner and 181 Owner are desirous of granting such licenses, each upon and subject to the terms and provisions of this Agreement.

NOW THEREFORE, in consideration of Ten Dollars (\$10) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The Recitals set forth above shall constitute an integral part of this Agreement, and this Agreement shall be construed in light thereof.

2. **Grants of License.**

A. **Grant of License by 161 Owner to 181 Owner.** 161 Owner hereby grants to 181 Owner and 181 Owner hereby accepts from 161 Owner, each upon and subject to the terms and provisions hereof, a non-exclusive license (the "161 License") in and to the 161 Vestibule License Area and the 161 Arcade during the Term for the uses set forth herein. The 161 Vestibule License Area and the 161 Arcade are collectively referred to herein as the "161 License Area."

B. **Grant of License by 181 Owner to 161 Owner.** 181 Owner hereby grants to 161 Owner and 161 Owner hereby accepts from 181 Owner, each upon and subject to the terms and provisions hereof, a non-exclusive license (the "181 License") in and to the 181 Vestibule License Area and the 181 Lobby during the Term (as hereinafter defined) for the uses set forth herein. The 181 Vestibule License Area and the 181 Lobby are collectively referred to herein as the "181 License Area."

C. **Definition of License.** The 161 License and the 181 License are sometimes collectively referred to herein as the "License".

3. **Term of License; Termination Date; Restoration Upon End of Term.**

A. **Term.** The term (the "Term") of the License shall commence on the Effective Date and shall terminate upon the occurrence of the Termination Date (as hereinafter defined). As used herein, the "Termination Date" shall mean the date upon which the first of the following items (i) through (v) occurs:

- (i) 180 days following notice (a "Unilateral Termination Notice") from 161 Owner to 181 Owner that 161 Owner is terminating the License;

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- (ii) the termination of the Term and the License pursuant to Section 15 (Breaches; Remedies) below;
- (iii) on the next business day after 161 Owner shall provide a notice (a "**Material Interference Notice**") to 181 Owner that the 161 License and the use and/or presence of the Vestibule is causing material interference with 161 Owner's ownership or operation of the 161 Building and therefore, 161 Owner is terminating the License;
- (iv) if the 181 Building (or any replacement thereof, after reconstruction or replacement from a casualty or condemnation as provided in Sections 12 and 13, respectively) shall not be used for a Contemplated Use; and
- (v) the termination of the Term and the License pursuant to any other provision hereof.

161 Owner may provide a Unilateral Termination Notice to 181 Owner at any time as 161 Owner shall determine in its sole and absolute discretion. 161 Owner shall not be obligated to provide a reason to 181 Owner as to why 161 Owner is providing a Unilateral Termination Notice to 181 Owner.

## **B. Restoration of 161 License Area Upon Termination.**

(i) **Restoration by 181 Owner.** Subject to Section 36.B hereof, within 90 days after the termination of the Term and the License (the "**Restoration Period**"), 181 Owner shall be obligated, at its sole cost and expense, to: (1) remove the 161 Doorway and otherwise remove any portions of the Vestibule that are attached to the 161 Building or located on the 161 Parcel, (2) remove any signage or directional markings in or on the 161 Building or the 181 Building providing directions to, or otherwise relating to, the 181 Building or 161 Building, as applicable, and (3) permanently seal off the western end of the Vestibule on or east of the boundary line between the 181 Parcel and the 161 Parcel, and (4) otherwise restore the remainder of the 161 Building and the 161 Parcel affected by the installation or removal of the 161 Doorway or the Vestibule or any signage or directional markings or affected by the actions of the 181 Owner or any other parties that entered onto the 161 Parcel at the request of or on behalf of the 181 Owner. Such restoration shall utilize materials and finishes reasonably acceptable to 161 Owner so that the wall of the 161 Building where the former 161 Doorway and the entrance to the Vestibule existed shall be aesthetically pleasing and harmonious with the 161 Building. The actions described in the preceding two sentences are collectively referred to herein as the "**Restoration**". Subject to Section 36.B. hereof, the Restoration shall occur within the Restoration Period in coordination with 161 Owner so as to minimize, to the extent practicable, disruption of the 161 Building's operations, and be accomplished in a neat and workmanlike manner and so as not to interfere with the structural and water tight integrity of any portion of the 161 Building.

(ii) **Restoration Breach by 181 Owner; Restoration by 161 Owner.** The failure of the Restoration to occur as required under Section 3.B.(i) above is referred to herein as



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a “**Restoration Breach**”. In the event of a Restoration Breach, 161 Owner shall have the right, but not the obligation, to commence and/or continue the Restoration (such Restoration by 161 owner being referred to as “**Restoration Self-Help**”) immediately after providing 181 Owner with written notice of such election. Immediately after 161 Owner’s delivery of such notice, 181 Owner shall terminate any Restoration activities and, thereafter, continue to cooperate with 161 Owner in order for 161 Owner to complete the Restoration through the exercise of Restoration Self-Help. Any and all costs incurred by 161 Owner in exercising Restoration Self-Help in order to complete the Restoration shall be reimbursed to 161 Owner by 181 Owner immediately upon 161 Owner’s request for same.

C. **Payment of Improvement Reimbursement Payment.** If 161 Owner shall terminate the License pursuant to Section 3.A.(i) or Section 3.A.(iii), then, upon delivery of the Unilateral Termination Notice (if 161 Owner is terminating the Term pursuant to Section 3.A.(i)) or upon delivery of the Material Interference Notice (if 161 Owner is terminating the Term pursuant to Section 3.A.(ii)), as applicable, 161 Owner shall pay to 181 Owner the Improvement Reimbursement Payment (as hereinafter defined). As used herein, the “**Improvement Reimbursement Payment**” shall mean an amount payable to 181 Owner by 161 Owner in full reimbursement to 181 Owner for the cost and expense of the construction of the Improvements. Such amount initially shall be the amount of \$26,364 if payable during the period between the Effective Date and the one year anniversary of the Effective Date, and, thereafter, shall be an amount determined as provided in **Exhibit F**.

4. **Reservation by the Owners.** Each Owner hereby reserves the right (a) for itself and for its agents and representatives to enter in and onto any portion of the License Area located on such Owner’s Parcel for the repair, replacement and/or maintenance of such Owner’s Building and/or any other portion of Owner’s Parcel, (b) to grant temporary or permanent access, easement, license and/or any other rights in and to the License Area for use by such Owner and its tenants, licensees invitees, agents and representatives, (c) to grant such other rights in and to such Owner’s License Area as such Owner may be required to grant pursuant to existing agreements or as required by law, notwithstanding that such rights may interfere with the other Owner’s or others’ use of the License Area or the License herein granted, (d) to grant such other rights in and to the License Area located on such Owner’s Parcel as such Owner may reasonably desire to grant, and (e) to use the walls, ceilings, floors, subsurface areas and such other portions of the License Area located on such Owner’s Parcel for any purpose whatsoever, including the construction of modifications to such Owner’s Building. All rights of entry and/or access described in subphrases (a), (b), (d) and (e) above shall be in such a manner so as to not materially interfere with the other Owner’s use of the License Area located on such Owner’s Parcel pursuant to the License or the other Owner’s other rights hereunder except in an emergency situation or due to actions taken by 161 Owner intended to address elevated security concerns or risks, in which event such entry and/or access may materially interfere with the other Owner’s use of the License Area located on such Owner’s Parcel for the duration of such emergency.

5. **Temporary Closure of 161 Doorway.** Subject to this Section 5, 161 Owner and 181 Owner agree that the Vestibule, 161 Doorway, 161 Arcade, 181 Lobby and 181 Doorway shall

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remain open only during the Hours of Operation (as hereinafter defined) during the Term of the License. Notwithstanding the foregoing, 161 Owner shall have the right from time to time to temporarily close the 161 Doorway and prohibit access from the 181 Lobby to the 161 Arcade if and to the extent 161 Owner deems reasonably necessary (a) to perform maintenance, repair, restoration, and other work to the 161 Building, (b) as a result of operational issues affecting the HVAC system of the 161 Building, such as to prevent air pressure into the 161 Building, as a result of the "stack" effect; (c) in case of an emergency or due to elevated security concerns or risks; or (d) as a result of any other event that may materially interfere with 161 Owner's use of the 161 Building. In addition, at any time and from time to time 161 Owner may prohibit or regulate access to and from the 161 Arcade and the remainder of the 161 Building's lobby as determined by 161 Owner in the exercise of its sole and absolute discretion.

## 6. Permitted Uses; Compliance with Rules, Regulations and Laws.

### A. Permitted Uses.

(i) Construction of the Improvements. During the construction of the Doorway Improvements, Vestibule Improvements, and Storm Drainage Area Improvements (as such terms are defined in Section 8 below and collectively referred to herein as the "Improvements") pursuant to this Agreement, the 181 Owner and its contractors shall be permitted to use the portion of the 161 Arcade immediately adjacent to and west of the 161 Opening (the "Construction Area"), as depicted in the plans and specifications attached hereto and made a part hereof as Exhibit D (the "Plans"), as reasonably necessary for the limited purpose of construction of such Improvements, provided that no equipment or supplies may be stored in or about the Construction Area and all such activity in, and the use of, the Construction Area shall be in such a manner so as not to materially interfere with use of the 161 Building, including the 161 Arcade, by 161 Owner and its tenants, licensees, invitees, agents and representatives. Except to the extent caused solely by 161 Owner or any of its employees or agents acting within the scope of their authority, 161 Owner shall not be responsible for any damage to or loss of construction equipment and supplies nor shall its insurance be available with respect to any such damage or loss, it being acknowledged and agreed that all such responsibility shall be the obligation of 181 Owner. Except for the use of the Construction Area as prescribed in this Section 6.A.(i), no portion of the 161 Building or 161 Parcel shall be used by 181 Owner for the delivery or storage of construction supplies or construction or assembly of any other improvements or items or the parking of any vehicles or equipment.

(ii) Pedestrian Ingress and Egress; Hours of Operation; Contemplated Use. Upon completion of the Improvements in accordance with the terms and provisions of this Agreement and the completion of the 181 Building for a Contemplated Use (as hereinafter defined) and thereafter at all times that the 181 Building is used for a Contemplated Use, the 181 Owner and its tenants and their respective employees and customers (collectively, the "181 Authorized Parties"), and the 161 Owner and its tenants and their respective employees and customers (collectively, the "161 Authorized Parties") (the 181 Authorized Parties and the 161 Authorized Parties are sometimes collectively referred to herein as the "Authorized Parties") shall be permitted to use the Vestibule, the 161 Arcade and the 181 Lobby for Pedestrian Use.

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Such Pedestrian Use of the Vestibule and the 161 Arcade by the 181 Authorized Parties, and such Pedestrian Use of the Vestibule and the 181 Lobby by the 161 Authorized Parties, shall only be during the hours of operation (the "Hours of Operation") that the 161 Building is open for use by members of the general public as determined by 161 Owner in the exercise of its sole and absolute discretion from time to time. Presently, the Hours of Operation are 6:00 a.m. to 6:00 p.m. Monday through Friday. Each of 161 Owner and 181 Owner shall be responsible for locking and unlocking their respective doors to the Vestibule in order that the Vestibule and such doorways shall be open during the Hours of Operation. As used herein, the term "Contemplated Use" shall mean the use of the 181 Building as a garage or office building.

**B. Use Subject to Rules and Regulations and Matters of Title.** 181 Owner's exercise of the License and use of the Vestibule (including the 161 License Area) by the 181 Authorized Parties shall be subject to rules and regulations promulgated by 161 Owner from time to time (the "161 Building Rules and Regulations") and (2) such other matters of title affecting the 161 Parcel and 181 Parcel. The initial 161 Building Rules and Regulations are attached hereto and made a part hereof as **Exhibit E**. 161 Owner's exercise of the License and use of the Vestibule (including the 181 License Area) by the 161 Authorized Parties shall be subject to rules and regulations promulgated by 181 Owner from time to time (the "181 Building Rules and Regulations") and (2) such other matters of title affecting the 161 Parcel and 181 Parcel. The initial 181 Building Rules and Regulations are attached hereto and made a part hereof as **Exhibit G**. Any amendments or modifications to the initial 161 Building Rules and Regulations or the initial 181 Building Rules and Regulations shall not conflict with the express terms of this Agreement.

**C. No Nuisance; Use in Compliance With Laws; Non-Disturbance.** The Authorized Parties shall not create any nuisance within or upon, or illegally utilize, the License or the Vestibule, nor shall the Authorized Parties create any nuisance within or upon, or illegally utilize, the 181 Building, the 181 Parcel, the 161 Building or the 161 Parcel. Authorized Parties shall not violate any applicable law, ordinance, rule, regulation or code in connection with their exercise of the License or the performance of the obligations of any Owner and/or the Authorized Parties hereunder. The Authorized Parties shall not interfere with, obstruct, inhibit or otherwise adversely affect 161 Owner, 181 Owner or the respective licensees or invitees of the tenants or occupants of the 161 Building or 181 Building.

## **7. Maintenance and Replacement of 181 Doorway, 161 Doorway, and Vestibule.**

**A. Maintenance of 181 Doorway and Vestibule by 181 Owner.** 181 Owner, at its sole cost and expense, shall maintain, repair and replace the 181 Doorway and its equipment and the Vestibule (other than the 161 Doorway) so that the 181 Doorway and such equipment and the Vestibule is at all times in a condition consistent with the character, materials and finishes of the 161 Building as a "Class A" office building. All repairs and maintenance shall be performed so as to minimize interference with the operation of the 161 Building and the use of the License by the 161 Owner and its tenants and invitees, shall be performed in compliance with all applicable laws, rules and ordinances, shall use materials and finishes of at least the same grade and quality as exist as of the date of completion of the Improvements and shall be performed in a good and



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workmanlike manner free of any liens. If 181 Owner shall fail to maintain the 181 Doorway, equipment and Vestibule as aforesaid, 161 Owner shall be permitted (but not obligated) (i) to maintain said items and any costs or expenses incurred by 161 Owner shall be reimbursable to 161 Owner by 181 Owner within five (5) days after written request for same by 161 Owner, or (ii) send a notice to 181 terminating the License and the Term.

**B. Maintenance of 161 Doorway by 161 Owner.** 161 Owner, at its sole cost and expense, shall maintain, repair and replace the 161 Doorway and its equipment so that the 161 Doorway and such equipment is at all times in a condition consistent with the character, materials and finishes of the 161 Building as a "Class A" office building. All repairs and maintenance shall be performed so as to minimize interference with the operation of the 181 Building by the 181 Owner and its tenants and invitees, shall be performed in compliance with all applicable laws, rules and ordinances, shall use materials and finishes of at least the same grade and quality as exist as of the date hereof and shall be performed in a good and workmanlike manner free of any liens. If 161 Owner shall fail to maintain the 161 Doorway and equipment as aforesaid, 181 Owner shall be permitted (but not obligated) to maintain said items and any costs or expenses incurred by 181 Owner shall be reimbursable to 181 Owner by 161 Owner within five (5) business days after written request for same by 181 Owner

**C. Utilities.** 181 Owner, at its sole cost and expense, shall install, maintain, repair and replace all conduits, pipes and other transmission facilities necessary for the operation of the Vestibule, including air conditioning, heating, electricity (including the cost of maintenance of lighting fixtures and replacement of lenses, lamps and ballasts) and ventilation in accordance with the Plans and such other plans and specifications as shall be mutually agreed to from time to time by 181 Owner and 161 Owner. Each Owner agrees to maintain a minimum temperature of 72 degrees in its Building at all times. 181 Owner shall be responsible for connecting all utilities providing service to the Vestibule to 181 Building's utility supplies and meters and 181 Owner shall pay all costs for such utilities without reimbursement from 161 Owner.

**D. Cleaning.** 181 Owner, at its sole cost and expense, shall keep the Vestibule in a clean, neat and orderly manner at all times and shall, without limitation, keep the inside and outside of the doors and other portions of the 181 Doorway and the windows, if any, in the Vestibule, clean, keep the Vestibule free of trash, refuse and other debris, and keep the 181 Vestibule free of objectionable or offensive odors.

**E. Security.** 181 Owner, at its sole cost and expense, shall be responsible for providing security to the Vestibule comparable in standard to that available at the 161 Building (which shall not include the stationing of a guard at all times in the Vestibule or the 181 Lobby but, rather, shall include a security guard entering the Vestibule and the 181 Lobby as part of its patrol of the 181 Building and in case of emergencies or other incidents). 161 Owner shall be responsible for installation of security access points in the 161 Doorway so that such access points are connected and integrated to the main security access system in the 161 Building. 181 Owner shall be responsible for payment of all costs incurred by 161 Owner to install such security access points.

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## **F. Life Safety Systems; 161 Owner to Disengage Northern Fire Safety Shutters.**

181 Owner, at its sole cost and expense, shall be responsible for installation, construction, maintenance, repair and restoration of fire protection and life safety systems, including installation of fire detection equipment, in the Vestibule, including those connected to the 181 Doorway and 161 Doorway (collectively, the "Life Safety Systems"). The construction of the Life Safety Systems shall be pursuant to plans and schedules, and utilizing materials and contractors, approved by 161 Owner in writing (in the exercise of 161 Owner's reasonable discretion) in a separate written consent prior to commencement of such construction, if and to the extent that such plans, schedules, materials or contractors are not included in the attached Plans. All such construction shall be in compliance with all applicable laws, rules, ordinances, the requirements of all insurance policies to be maintained by 181 Owner hereunder, and all rules and regulations promulgated by any fire insurance rating organization applicable from time to time. 181 Owner shall design (such design to be subject to the approval of 161 Owner) the Life Safety Systems (and any updates to the Life Safety System during the Term) so that that they are connected and integrated to those life safety systems installed in the 181 Building and 161 Building and (a) to permit notification of life safety events to Owners of both Buildings upon activation of the sprinklers in the Vestibule and (b) to allow the 181 Doorway and 161 Doorway to fail open upon activation of a fire alarm in either Building. 181 Owner shall be responsible for installation and payment of costs associated with connection and integration of the Life Safety Systems with the 181 Building and the maintenance of any life safety systems or connections in the Vestibule. 161 Owner, at 181 Owner's sole cost and expense, shall be responsible for integration and connection of the Life Safety Systems with the 161 Building. To the extent required by law from time to time, 161 Owner shall disengage the fire safety shutters located adjacent to the northern entrance to the 161 Building's lobby from the 161 Arcade.

**G. Self-Help.** If an Owner (a "Failing Owner") fails to perform any of its repair or maintenance or any other obligations required of such Owner hereunder and such failure shall not be cured within ten (10) days after written notice thereof from the other Owner (the "Notifying Owner"), then the Notifying Owner shall have the right, but not the obligation, to perform such repair and maintenance work or such other obligation (and shall be given a right of limited access upon such portion of the Failing Owner's Building and Parcel as may be reasonably necessary for the exercise of such rights); provided, however, that no such notice shall be necessary if such failure constitutes an emergency which causes or threatens to cause any damage to persons or property. Any exercise of self-help rights under this Section 7.G. shall be completed, to the extent reasonably possible, with minimal interference and disruption of the use and operation of the Failing Owner's Building. Any and all costs incurred by Notifying Owner from time to time shall be reimbursed to the Notifying Owner by the Failing Owner within ten (10) days after delivery of written invoice therefor, and any amounts due which are not received by the Notifying Owner within such 10-day period shall accrue interest at the lesser of (i) the maximum rate permitted by law or (ii) eighteen (18%) per annum, from the date incurred until the date paid. If a Failing Owner fails to pay any amounts payable hereunder within thirty (30) days after the date such payment is due, such amounts (including all accrued interest thereon) shall constitute a lien against the Failing Owner's Parcel until paid, effective upon recordation of a notice of lien with the Cook County Recorder's Office.

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## 8. Construction of Improvements.

A. Construction of Doorway Improvements and Vestibule Improvements. 181 Owner, at its sole cost and expense, shall install the 161 Doorway and 181 Doorway and doorway equipment (collectively, the “**Doorway Improvements**”) and the Vestibule (the “**Vestibule Improvements**”) all as described on Exhibit D attached hereto. The construction of the Doorway Improvements and the Vestibule Improvements shall be free of defects and pursuant to the Plans. The Plans shall not be amended without the prior written consent of 161 Owner, such consent not to be unreasonably withheld. Once construction is commenced, 181 Owner shall diligently prosecute same to completion. All such construction shall be in compliance with all applicable laws, rules and ordinances. 181 Owner shall furnish 161 Owner with copies of all necessary permits and licenses prior to commencing any such construction. 181 Owner also agrees to install a terrazzo floor in the Vestibule similar to the terrazzo floor that is currently installed in the 161 Building, pursuant to the Plans or such other plans and specifications as shall be approved in writing by 161 Owner in the exercise of 161 Owner’s reasonable discretion. 181 Owner shall require that any contracts that have not yet been executed in connection with any construction shall include provisions providing that all warranties and bonds furnished in connection with the contracts and the work are in favor of the 161 Owner and its successors and assigns with respect to the 161 Doorway and the Vestibule and the connections of the 161 Doorway to the Vestibule. To the extent contracts have already been executed in connection with the construction: (i) 181 Owner shall use good faith efforts to obtain the written agreement of the other parties to the contracts and the sureties under the bonds that all warranties under the contracts and all obligations under the bonds are in favor of 161 Owner and its successors and assigns with respect to the 161 Doorway and the Vestibule and the connection of the 161 Doorway to the Vestibule, and (ii) if 161 Owner is unable to obtain any written agreement described in subclause (i) then, as to any corresponding contract or bond, 181 Owner shall make such claims under applicable warranties or under such bonds as 161 Owner shall direct from time to time in connection with any defective work or defective or incorrect materials.

B. Construction and Maintenance of Sewer Drainage Improvements. 181 Owner, at its sole cost and expense, shall construct and install a sanitary sewer drainage watermain (the “**Sewer Drainage Improvements**”) on the ground to the south of the Vestibule in the location depicted in Exhibit D and in the Plans (it being agreed that, if any conflict shall exist between Exhibit D and the Plans, the Plans shall control) (such ground areas, the “**Sewer Drainage Area**”). The construction of the Sewer Drainage Improvements shall be pursuant to the Plans. All such construction shall be in compliance with all applicable laws, rules, and ordinances. During such construction, 161 Owner shall grant 181 Owner access to the Sewer Drainage Area located on the 161 Parcel for the sole purpose of such construction. During such construction and after completion of such construction, 181 Owner shall grant 161 Owner access to the Sewer Drainage Area and portions of the 181 Building located adjacent to the Sewer Drainage Area for the purpose of ingress and egress to the Sewer Drainage Area. 181 Owner, at its sole cost and expense, shall be responsible for operation, maintenance, repair and replacement of the Sewer Drainage Improvements, subject to and in accordance with the requirements of all

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applicable codes and ordinances. Any and all work undertaken by 181 Owner in the Sewer Drainage Area shall be performed in good and workmanlike manner, using first class materials and supplies. 181 Owner agrees to provide 161 Owner with copies of all maintenance agreements and records related to the operation and maintenance of the Sewer Drainage Area. Such maintenance agreements and records shall be provided to 161 Owner at least once per year within ten (10) days of the anniversary of the Effective Date and also from time to time as requested by 161 Owner.

C. **Lien Free Completion.** 181 Owner shall be obligated to perform and/or to cause its contractors to complete the Improvements "lien free" and, in connection therewith, provide 161 Owner contractors' sworn statements and appropriate full waivers of lien from all contractors, subcontractors and materialmen providing labor and/or supplies in connection with the Improvements.

D. **Definition of Completion.** The Improvements shall be complete hereunder, and "completion" of the Improvements shall be deemed to occur, upon the last to occur of:

(i) issuance of the certificate of occupancy for the 181 Building by the City of Chicago that includes the Improvements or, if the Improvements are completed after such certificate of occupancy is issued, a certificate from the licensed architect engaged by 181 Owner in connection with the completion of the Improvements;

(ii) in addition to the items described in Section 8D.(i), completion of all final inspections by all applicable governmental agencies and instrumentalities and the issuance thereafter of all required permits, licenses or clearances from all such agencies and instrumentalities; and

(iii) completion of the Improvements in accordance with the plans and in compliance with this Agreement as confirmed by 161 Owner in writing.

## 9. **Indemnification.**

A. **Indemnification by 181 Owner.** Subject to Section 11 below 181 Owner hereby expressly agrees to defend, hold harmless and indemnify 161 Owner, the tenants of the 161 Building, 161 Owner's management agents, and all of their respective partners, members, officers, directors, employees, beneficiaries, lenders and agents, and their successors and assigns (the "161 Indemnified Parties"), from and against any and all claims, costs (including but not limited to, reasonable attorneys fees and expenses), damages, expenses, judgments and liabilities resulting from the exercise of the License herein granted by the 181 Authorized Parties, the use of the 161 License Area, the installation, removal and/or the existence of the Improvements and related equipment and supplies upon or under all or any portion of the 161 License Area and/or the 161 Building and from any and all acts and work performed by or on behalf of the 181 Authorized Parties pursuant to this Agreement or their use of the 161 License Area pursuant to this Agreement, as well as any other actions of any parties that entered onto the 161 Parcel at the request of or on behalf of the 181 Authorized Parties. Such obligation of 181 Owner set forth in



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the immediately preceding sentence shall include, without limitation, the obligation of 181 Owner to defend, hold harmless and indemnify the 161 Indemnified Parties from any breaches by 181 Owner of Section 37 hereof and from any claims, costs, (including but not limited to, reasonable attorneys fees and expenses), charges, expenses, judgments, and liabilities resulting from any claims of any parties to the 181 Leases (as defined in Section 37 below) in connection with or arising out of the 161 Owner's temporary or permanent termination of the License, access to the 161 License Area or this Agreement pursuant to any right of 161 Owner hereunder to so terminate.

**B. Indemnification by 161 Owner.** Subject to Section 11 below, 161 Owner hereby expressly agrees to defend, hold harmless and indemnify 181 Owner, the tenants of the 181 Building, 181 Owner's management agents, and all of their respective partners, members, officers, directors, employees, beneficiaries, lenders and agents, and their successors and assigns, from and against any and all claims, costs (including but not limited to, reasonable attorneys fees and expenses), damages, expenses, judgments and liabilities resulting from the exercise of the License herein granted by the 161 Authorized Parties, the use of the 181 License Area, and from any and all acts and work performed by or on behalf of the 161 Authorized Parties pursuant to this Agreement or their use of the 181 License Area pursuant to this Agreement, as well as any other actions of any parties that entered onto the 181 Parcel at the request of or on behalf of the 161 Authorized Parties.

## 10. Insurance.

**A. 181 Owner's Insurance.** 181 Owner shall carry at all times, with respect to the exercise of the License and in respect of the License Area and the Vestibule, commercial general public liability insurance ("**CGL Insurance**"), including contractual, in an amount not less than Five Million Dollars (\$5,000,000) combined single limit per occurrence or such higher limit as 161 Owner may reasonably request (such coverage may be under CGL Insurance policies and umbrella policies). The CGL Insurance in respect of the 161 License Area shall cover matters resulting in any way from 181 Owner's presence in or under, or activities within, the 161 License Area. 181 Owner shall also carry at all times property insurance insuring against any and all claims or damage with respect to the 161 License Area and Vestibule and which result in any way from 181 Owner's presence in or under, or activities within the 161 License Area and the Vestibule, and which property insurance shall be primary with respect to payment of such claims. 181 Owner shall also carry at all times casualty insurance covering the Vestibule in amounts of Two Million Dollars (\$2,000,000.00) per occurrence. All such insurance shall name as additional insureds "IL-161 Clark Street, L.L.C., a Delaware limited liability company, Equity Office Management, L.L.C., a Delaware limited liability company, EOP Operating Limited Partnership, Teachers Insurance and Annuity Association of America, for the benefit of its separate Real Estate Account, and their respective agents, members, partners, employees, officers, directors, shareholders and lenders." 181 Owner shall, from time to time upon the request of 161 Owner, but in any event prior to commencing any construction or demolition work on the 161 Parcel, furnish 161 Owner policies or certificates evidencing such coverage, which policies or certificates shall state that such insurance coverage may not be reduced, cancelled or allowed to expire without at least thirty (30) days prior written notice.

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**B. 161 Owner's Insurance.** 161 Owner shall carry at all times, with respect to the exercise of the License and in respect of the License Area, CGL Insurance, including contractual, in an amount not less than Five Million Dollars (\$5,000,000) combined single limit per occurrence or such higher limit as 181 Owner may reasonably request (such coverage may be under CGL Insurance policies and umbrella policies). The CGL Insurance in respect of the 181 License Area shall cover matters resulting in any way from 161 Owner's presence in or under, or activities within, the 181 License Area. 161 Owner shall also carry at all times property insurance insuring against any and all claims or damage with respect to the 181 License Area and Vestibule and which result in any way from 161 Owner's presence in or under, or activities within the 181 License Area and the Vestibule, and which property insurance shall be primary with respect to payment of such claims. All such insurance shall name as additional insureds "181 North Clark, LLC, Friedman Properties, Ltd. and Clark-Lake Parking Venture, LLC, and their respective agents, members, partners, employees, officers, directors, shareholders and lenders." 161 Owner shall, from time to time upon the request of 181 Owner, but in any event prior to the opening of the 161 Doorway, furnish 161 Owner policies or certificates evidencing such coverage, which policies or certificates shall state that such insurance coverage may not be reduced, cancelled or allowed to expire without at least thirty (30) days prior written notice.

**11. Waiver of Subrogation.** The parties hereby intend that the risks of loss, damage, and injury in connection with the Owner exercise of the License and use of the Vestibule are to be allocated as far as possible to insurance. Therefore, 161 Owner and 181 Owner each hereby waive all claims, actions, and demands against each other, and each hereby release the other from all liability, to the maximum extent permitted by law, for any loss, damage or injury to business, persons or property of any kind or nature.

**12. Casualty.**

**A. Casualty to 181 Building.** In the event of the damage or destruction of all or any portion of the 181 Building due to a casualty, and provided 181 Owner elects to rebuild the 181 Building, the License shall be suspended during the period of reconstruction of the 181 Building. Upon repair or replacement of the 181 Building, the Term and the License shall continue, provided that, the Improvements shall be repaired so as to be in the condition required hereunder and 181 Owner continues to use the 181 Building or any replacement building constructed on the 181 Parcel for a Contemplated Use (and, upon completion of such replacement building, "181 Building" as used herein shall mean such replacement building). If the 181 Owner does not elect to rebuild, then the Term shall terminate upon such election (181 Owner shall be deemed to have made such election if no reconstruction shall have occurred within one year of the casualty).

**B. Casualty to 161 Building.** If the 161 Building shall be so damaged by fire or other casualty that, in 161 Owner's reasonable judgment, substantial alteration or reconstruction of the 161 Building shall be required, or if all or any portion of the 161 License Area has been damaged and will not be rebuilt, 161 Owner may, at its option, elect to terminate the Term and the License by notifying 181 Owner in writing of such election within thirty (30) days after the date of such casualty. If 161 Owner does not notify 181 Owner of its election to terminate the Term and the License after such fire or other casualty, then, upon 161 Owner's completion of

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restoration of the 161 Building, 181 Owner shall proceed with reasonable diligence to rebuild the Improvements to the condition required hereunder and the License shall be suspended during the period of reconstruction of the 161 Building. In no event shall 181 Owner be entitled to any insurance proceeds paid or payable in connection with such casualty.

## 13. Condemnation.

A. Condemnation of the 181 Parcel or the 181 Retail Building. In the event all or any portion of the 181 Parcel and/or 181 Building is condemned, taken or transferred in lieu of a taking or condemnation, the Term shall continue provided that, upon repair or replacement after such condemnation, taking or transfer, 181 Owner continues to use the 181 Building or any replacement building constructed on the 181 Parcel for a Contemplated Use and 181 Owner rebuilds the Improvements to the condition required hereunder (and, upon completion of such replacement building, "181 Building" as used herein shall mean such replacement building).

B. Condemnation of the 161 Parcel or the 161 Building. In the event that all or any portion of the 161 Parcel and/or the 161 Building is condemned, taken or transferred in lieu of taking or condemnation that, in 161 Owner's reasonable judgment, substantial alteration or reconstruction of the 161 Building shall be required, or if all or any portion of the 161 License Area has been so taken, condemned or transferred, 161 Owner may, at its option, terminate the Term and the License by notifying 181 Owner in writing of such termination within thirty (30) days after the date of such condemnation, taking or transfer. Such termination shall be effective (i) as of the date of the condemnation, taking or transfer if all or a portion of the 161 License Area was so condemned, taken or transferred, and (ii) as of the effective date of termination specified in 161 Owner's notice if no portion of the 161 License Area was condemned, taken or transferred. If the Term and the License are not so terminated by 161 Owner, then, upon 161 Owner's completion of restoration of the 161 Building, 181 Owner shall proceed with reasonable diligence to rebuild the Improvements to the condition required hereunder (if the Improvements were damaged or destroyed) and the License shall be suspended during the period of reconstruction of the 161 Building and the Improvements. In no event shall 181 Owner be entitled to any proceeds paid or payable in connection with such condemnation, taking or other transfer.

14. No Liens. Each Owner shall keep the Parcel of the other Owner free from any liens arising out of any work performed by, materials furnished to, or obligations incurred by the Authorized Parties of such Owner or any other parties claiming by, through or under such Owner. In the event any such lien is imposed against a Parcel and the Owner that does not own such Parcel does not cause the lien to be released or bonded over (pursuant to a bond or bonds reasonably acceptable to Owner that owns such Parcel) within ten (10) days following the imposition of any such lien, the Owner that owns such Parcel may cause the same to be released by such means as it shall deem proper. All sums paid by the Owner of the affected Parcel and all expenses incurred by it in connection therewith shall automatically create an obligation of the other Owner to pay, on demand, an amount equal to twice the amount of such sums paid and expenses incurred by the Owner of the affected Parcel. No work which an Owner of an affected Parcel permits the other Owner to perform shall be deemed to be for the immediate use and

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benefit of Owner of the affected Parcel, and no mechanic's or other lien shall be allowed against the estate of Owner of the affected Parcel by reason of its consent to such work.

## 15. Breaches; Remedies.

### A. Breaches by 181 Owner.

(i) Monetary Obligations. A failure of 181 Owner to pay any amounts that 181 Owner is obligated to pay hereunder within the time period required to be paid is referred to herein as a "Monetary Breach". In the event of a Monetary Breach which is not cured by payment of all such amounts within ten (10) days after written notice from 161 Owner to 181 Owner of such Monetary Breach, 161 Owner may terminate the Term and the License upon written notice to 181 Owner at any time after the expiration of such ten (10) day period without any judicial or other third party review.

(ii) Non-Monetary Obligations. A failure of 181 Owner to perform or comply with any terms or conditions contained herein other than (1) a Monetary Breach, or (2) a Restoration Breach, is referred to herein as a "Non-Monetary Breach". In the event of a Non-Monetary Breach which is not cured within ten (10) days after written notice from 161 Owner to 181 Owner of such Non-Monetary Breach, or in the event such Non-Monetary Breach is not reasonably susceptible to cure within ten (10) days but 181 Owner has commenced curing such Non-Monetary Breach within such ten (10) day period and is diligently pursuing same, such longer period of time (not to exceed sixty (60) days after such written notice) as is necessary to complete such cure, 161 Owner may terminate the Term and the License upon written notice to 181 Owner at any time after the expiration of such cure period without any judicial or other third party review.

(iii) Additional Remedies; Cure by 181 Owner to include reimbursement to 181 Owner. 181 Owner shall not be deemed to have cured a Monetary Breach or Non-Monetary Breach unless 181 Owner shall have reimbursed 161 Owner for all damages, costs and expenses incurred by 161 Owner (as documented by 161 Owner to 181 Owner) in connection with such Monetary Breach or Non-Monetary Breach. In addition, in the event that the Term and License are terminated as provided in Sections 15.A.(i) and 15.A.(ii) above as a result of a Monetary Breach or a Non-Monetary Breach and 161 Owner incurs damages, costs and/or expenses (including, without limitation, reasonable attorneys fees and expenses) in connection with such Monetary Breach or Non-Monetary Breach, 161 Owner shall be entitled to reimbursement of all such amounts from 181 Owner promptly after written request for same.

B. Breaches by 161 Owner. A failure of 161 Owner to perform or comply with any of the terms or conditions contained herein is referred to herein as a "161 Owner Breach". In the event of a 161 Owner Breach which is not cured within ten (10) days after written notice from 181 Owner to 161 Owner of such 161 Owner Breach, or, in the event such 161 Owner Breach is not reasonably susceptible to cure within such ten (10) day period but 161 Owner has commenced curing such 161 Owner Breach within such ten (10) day period and is diligently pursuing same, such longer period of time (not to exceed sixty (60) days after such written



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notice) as is necessary to complete such cure, 181 Owner's sole remedy shall be to either (i) terminate the Term and the License upon written notice to 161 Owner at any time after the expiration of such cure period, or (ii) seek specific performance of this Agreement by 161 Owner, but not damages. 181 Owner hereby covenants that, prior to the filing of any suit to seek specific performance as aforesaid with respect to a 161 Owner Breach, it shall give all mortgagees whom 181 Owner has been notified hold mortgages or deed of trust liens on the 161 Parcel, 161 Building or 161 License Area notice and reasonable time to cure such alleged 161 Owner Breach.

**16. No Landlord-Tenant Relationship; No Easement Rights Granted.** In no event shall 161 Owner and 181 Owner be deemed to be engaged in a landlord-tenant relationship, nor shall any portion of the License or this Agreement be construed as granting a leasehold interest in the 161 License Area or the 161 Parcel. This Agreement grants only a License and not an easement or any other right or estate in or to the 161 Parcel or the 161 License Area.

**17. Payment In Immediately Available Funds.** Any amounts to be paid hereunder shall be paid in immediately available funds. Payments of all amount payable hereunder to 161 Owner shall be made payable to 161 Owner at the following address or at such other address as set forth in a written notice from 161 Owner to 181 Owner:

IL-161 Clark Street L.L.C.  
 Department #16640  
 511 Paysphere Circle  
 Chicago, IL 60674  
 Attention: Building Manager

**18. No Third Party Beneficiaries.** No third party shall have the benefit of any of the provisions of this Agreement, nor is this Agreement made with the intent that any person or entity other than 161 Owner and 181 Owner, and their respective successors and assigns as owners of their respective Parcels, shall rely hereon.

**19. No Partnership.** Nothing contained in this Agreement nor the execution by any of the parties of this Agreement nor the participation of any of the parties in any action taken pursuant to this Agreement will be construed to indicate any intention by any of the parties to form a partnership, joint venture or association with one another.

**20. Amendment.** No modification, amendment, discharge or change of this Agreement will be valid unless the same is in writing and signed by the party against which the enforcement of such modification, amendment, discharge or change is sought.

**21. Governing Law.** This Agreement will be governed by the laws of the State of Illinois.

**22. Transfer.** Except for a transfer of this Agreement and the License to a party succeeding to the an Owner's rights under this Agreement as provided in Section 28, no Owner (a "Transferring Owner") shall assign, sublease, transfer or encumber their License or any interest

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therein or grant any license, concession or other right of occupancy of the Vestibule or any portion of the License Area that such Owner does not own or any portion thereof or otherwise permit the use of the Vestibule or any portion of the License Area such Owner does not own or any portion thereof by any party other than the Authorized Parties without the prior written consent of the other Owner, which consent may be withheld in such other Owner's sole and absolute discretion. Any assignment, sublease, transfer or encumbrance made in compliance with the preceding sentence, as well as any grant of any license, concession or other right of occupancy or other action made or taken in compliance with and as permitted under the preceding sentence is referred to herein as a "Transfer". Any such Transfer shall require that, as a condition precedent to a party exercising any or all of the rights conferred upon the Transferring Owner hereunder (which condition is solely for the benefit of the other Owner and may only be waived by such other Owner in the exercise of such other Owner's sole and absolute discretion), that (1) the License and the Term shall not have been terminated, and (2) the party shall, by written instrument, agree to assume, comply with and satisfy all of the Transferring Owner's obligations hereunder, and (3) the party shall, from and after execution of the written instrument described in subclause (2) of this sentence, assume, comply with and satisfy all of the Transferring Owner's obligations hereunder.

**23. LIMITATION OF 161 OWNER'S LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE LIABILITY OF 161 OWNER (AND OF ANY SUCCESSOR 161 OWNER HEREUNDER) TO 181 OWNER OR ANY OTHER PARTY SHALL BE LIMITED AS PROVIDED IN SECTION 15.B. ABOVE, IT BEING INTENDED THAT NEITHER 161 OWNER NOR ANY MEMBER, PRINCIPAL, PARTNER, SHAREHOLDER, OFFICER, DIRECTOR, TRUSTEE OR BENEFICIARY OF 161 OWNER SHALL BE PERSONALLY LIABLE FOR ANY LIABILITY HEREUNDER.

**24. Notices.** Any notice required or permitted to be given hereunder by one party to the other shall be deemed to be given when (i) personally delivered, (ii) mailed by certified mail with return receipt requested, (iii) sent by a national overnight courier service, or (iv) sent via facsimile transmission with a copy sent via (i), (ii) or (iii), to the respective party to whom notice is intended to be given at the appropriate address provided below. Any notice sent by personal delivery shall be deemed given, delivered and effective upon the date actually delivered or refused. Any notice delivered by certified mail with return receipt requested shall be deemed to have been given, delivered and effective on the earlier of (a) the third day following the day on which the same shall have been mailed with sufficient postage prepaid or (b) the delivery date or first refusal date indicated on the return receipt. Notice sent by overnight courier service shall be deemed given, delivered and effective upon the next business day after such notice is delivered to or picked up by the overnight courier service. Notice sent by facsimile transmission shall be deemed to be given, delivered and effective on the business day sent if received by the recipient's facsimile machine on or before 5 p.m. on such business day, otherwise, such facsimile transmission shall be deemed to be given, delivered and effective on the next business day after such sending. Notices addresses for the parties are as follows:

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If to 181 Owner:

181 North Clark, LLC  
c/o Friedman Properties, Ltd.  
325 N. LaSalle Street  
Suite 600  
Chicago, Illinois 60610  
Attention: Albert M. Friedman  
Telephone: (312) 644-1100  
Facsimile: (312) 644-2898

with a copy to:

Friedman Properties, Ltd.  
325 N. LaSalle Street  
Suite 600  
Chicago, Illinois 60610  
Attention: Kevin Sterling  
Telephone: (312) 670-9517  
Facsimile: (312) 645-5717

If to 161 Owner:

IL-161 Clark Street, L.L.C.  
c/o Equity Office Management, L.L.C.  
10 South Wacker Drive  
Suite 1200  
Chicago, Illinois 60606  
Attention: Property Manager  
Telephone: (312) 869-8600  
Facsimile: (312) 869-8601

with a copy to:

IL-161 Clark Street, L.L.C.  
c/o Equity Office  
Two North Riverside Plaza  
Suite 2100  
Chicago, Illinois 60606  
Attention: Regional Counsel – Chicago Region  
Telephone: (312) 466-3300  
Facsimile: (312) 930-7298

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and with a copy to:

Piper Rudnick LLP  
 203 North LaSalle Street  
 Chicago, Illinois 60601  
 Attention: Steve Ehrlich  
 Telephone: (312) 368-7035  
 Facsimile: (312) 251-5740

Any party hereto may change their respective address for notices under this Section 24. by providing written notice to the other parties hereto at the respective parties' notice address.

A. **Notices to Mortgagees.** If an Owner (the "Mortgaging Owner") provides the other Owner written notice of the name and address of the mortgage lender (each such mortgagee being referred to herein as a "Lender") providing a loan to the Mortgaging Owner secured by the Mortgaging Owner's fee simple interest in the Mortgaging Owner's Parcel, the other Owner, subsequent to receipt of such notice, shall endeavor in good faith to provide a copy of any notice to the Mortgaging Owner hereunder to such Lender until such time as the other Owner receives written notice or actual knowledge that such mortgage loan has been repaid. It is expressly understood that the failure of an Owner to provide a copy of a notice to a Lender shall not affect the validity of any notice provided to the Mortgaging Owner hereunder and the other Owner shall not be in default hereunder in the event it fails to provide a copy of any notice to a Lender.

25. **Subordination to Mortgages; Estoppel Certificate.** 181 Owner accepts this License subject and subordinate to any mortgage, deed of trust, ground lease or other lien presently existing or hereafter arising upon the 161 License Area or upon the 161 Parcel and to any renewals, modifications, refinancings and extensions thereof (any such mortgage, deed of trust, license or other lien being hereinafter referred to as a "Mortgage", and the person or entity having the benefit of same being referred to hereinafter as a "Mortgagee"). This clause shall be self-operative and no further instrument of subordination shall be required. However, 161 Owner is hereby irrevocably vested with full power and authority, as attorney-in-fact of 181 Owner coupled with an interest, to subordinate the License and this Agreement to any Mortgage, and 181 Owner agrees upon demand to execute such further instruments subordinating this License and this Agreement, acknowledging the subordination of this License and the Agreement or attorning to the holder of any such Mortgage as 161 Owner may request. 181 Owner agrees that it will from time to time upon request by 161 Owner and, within five (5) days of the date of such request, execute and deliver to such persons as 161 Owner shall request an estoppel certificate or other similar statement in recordable form certifying that this Agreement and the License are unmodified and in full force and effect (or if there have been modifications, that the same are in full force and effect as so modified), stating that 161 Owner is not in default or breach hereunder (or if 181 Owner alleges a default or breach, stating the nature of such alleged default or breach) and further stating such other matters as 161 Owner or such Mortgagee or other party shall reasonably require.



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26. **Partial Invalidity.** The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal.

27. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and there are no prior or contemporaneous oral or written representations, promises or agreements not expressly referred to herein, and all understandings and agreement between the parties relating to the subject matter of this Agreement are merged into this Agreement.

28. **Successors and Assigns.** Subject to Section 22 above, all of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns and shall be binding upon any successors in title to the 161 Parcel and the 181 Parcel, it being agreed that this Agreement shall run with the 161 Parcel and the 181 Parcel. In the event of any conveyance or divestiture of title to any portion or interest in a Parcel: (a) the Owner who is divested of title shall be entirely freed and relieved of all liability hereunder accruing after the date of such conveyance or divestiture, but only with respect to any such portion or interest of the Parcel conveyed or divested; and (b) the grantee or the person or persons or other entity or entities who succeed to title shall be deemed to have assumed all of the covenants and obligations hereunder of the owner, as Owner, of such portion or interest which accrue after the date of such conveyance or divestiture. If the License or other rights, restrictions, agreements, or covenants created by this Agreement would otherwise be unlawful or void for violation of (i) the rule against perpetuities or some analogous statutory provision, (ii) the rule restricting restraints on alienation, or (iii) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements, or covenants shall continue only until 21 years after the death of the last to die of (1) the current President of the United States, George W. Bush, his wife and all of their descendants living on the Effective Date, or (2) John F. Kerry, the Democratic Party Candidate for President of the United States as of the Effective Date, his wife, and all of their descendants living on the Effective Date.

29. **Section and Paragraph Headings.** Section and paragraph headings are included solely for convenience, are not to be considered part of this Agreement and are not intended to modify, to explain or to be a full or accurate description of the content of any section, paragraph or provision of this Agreement.

30. **Payment to Prevailing Party.** If either party files suit to enforce its rights pursuant to this Agreement, the prevailing party in any such litigation shall be entitled to payment, upon demand, from the other party for all costs and expenses (including, without limitation, court costs and reasonable attorneys' fees and expenses) incurred by the prevailing party in connection pursuing such litigation.

31. **No Waiver.** Either party's failure to insist upon a strict performance of any covenant of this Agreement or to exercise any option or right herein shall not constitute a waiver or relinquishment for the future of such covenant, right or option, but the same shall remain in full force and effect.

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32. **Counterparts.** This Agreement may be executed in any number of counterparts, which shall, collectively and separately, constitute one agreement.

33. **Time.** Time is of the essence of this Agreement. In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which the period of time runs shall be excluded, and the last day of such period shall be included, unless it is a Saturday, Sunday, or legal holiday, in which case the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday, or legal holiday.

34. **Waiver of Jury Trial.** THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER REGARDING ANY MATTERS ARISING OUT OF THIS AGREEMENT.

35. **Construction.** The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

36. **Release of Claims; Exceptions.**

A. **Release of Claims.** 181 Owner, on its own behalf and on behalf of its members, agents, partners, officers, directors, managers, shareholders, employees, attorneys, lenders, heirs, relatives, and former and present affiliated and related entities, divisions, and their respective successors and assigns (including, without limitation, any successor owner of all or any portion of the 181 Parcel or the 181 Building) (collectively, the "181 Owner Releasing Parties") release 161 Owner and its members, agents, partners, officers, directors, managers, shareholders, employees, attorneys, lenders, and former and present affiliated and related entities, divisions, and their respective successors and assigns (collectively, the "161 Owner Released Parties"), of and from any and all causes of action, suits, debts, sums of money, accounts, controversies, trespasses, liabilities, bonds, bills, agreements, attorneys fees, promises, claims, demands, liens, contributions, or indemnities whatsoever, in law or in equity, in contract, tort or otherwise, by statute or at common law, known or unknown, suspected or unsuspected, which any of the 181 Owner Releasing Parties may now have or ever had against any of the 161 Owner Released Parties which relate to the Dispute or any failure of 161 Owner to provide access to the 161 Arcade or otherwise arising out or relating to any of the terms or provisions of either or both of the Cross-Easement Agreement or the Redevelopment Agreement (or any redevelopment agreement that was amended and restated by the Redevelopment Agreement (a "Prior RDA")) that provide for access to, or connection to or use of, the portion of the "north/south interior pedestrian arcade" located in the 161 Building that is contemplated in Section 3.10(i) of the Redevelopment Agreement or that is contemplated in any Prior RDA or the "Phase One Retail Arcade" as defined in the Cross-Easement Agreement or any other rights of easement, access or use of the 161 Arcade in connection with the construction, ownership and operation of the 181 Building (including, without limitation, the 181 Lobby) (the "181 Owner Released Claims"), and the 181 Owner, on its own behalf and on behalf of the 181 Owner Releasing Parties covenants not to sue, institute any litigation, include in any cross-claim or counter-claim or

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institute any administrative or any other proceeding against any 161 Owner Related Party that include, arise out of or are in connection with a 181 Owner Released Claim.

**B. Exceptions to Release of Claims.** If 161 Owner shall exercise its right to terminate the Term as provided herein, then the release and covenant not to sue given by 181 Owner in Section 36.A above shall terminate and be of no further force and effect (a “**Release Termination**”) upon such termination, provided, however, that if 181 Owner shall accept tender of any Improvement Reimbursement Payment (such tender being irrevocably being accepted if 181 Owner does not return any such Improvement Reimbursement Payment within ten (10) business days of 181 Owner’s receipt of such Improvement Reimbursement Payment), then the Release Termination shall not be effective but, rather, the release and covenant not to sue given by 181 Owner in Section 36.A shall continue in full force and effect in perpetuity. If a Release Termination shall have occurred and if 181 Owner shall have filed a suit with a court of competent jurisdiction (a “**Proper Court**”) seeking an adjudication of the Dispute (which adjudication may only be in order for such court to determine whether or not the 181 Owner Assertion is correct and not to determine, nor may any court award, and 181 Owner shall not seek, damages or other compensation to the 181 Owner) prior to the 90<sup>th</sup> day after the termination of the Term, then 181 Owner shall not be obligated to commence or complete a Restoration until the adjudication or dismissal of such suit and the “**Restoration Period**” shall mean the 90 day period commencing on the date of the adjudication or dismissal of such suit (including any appeals). If a Release Termination shall occur upon a termination of the Term by 161 Owner, then, if 181 Owner has not filed a suit seeking an adjudication of the Dispute with a Proper Court within 2 years after the termination of the Term by 161 Owner, then, notwithstanding anything herein to the contrary, the release and covenant not to sue given by 181 Owner in Section 36.A shall continue (or be reinstated, as applicable) in full force and effect in perpetuity.

**C. Court Finds In Favor of 181 Owner.** If a Proper Court shall determine that the 181 Owner Assertion is correct and either the time periods for 161 Owner to file all applicable appeals have expired or 161 Owner shall have exhausted all applicable appeals without a decision reversing the Proper Court’s finding that the 181 Owner Assertion is correct, then this Agreement shall govern the Owners’ use of the License Areas pursuant to the Cross-Easement Agreement and this Agreement shall be deemed to be an amendment of the Cross-Easement Agreement, the intent of the Owners being that, if the 181 Owner Assertion is found to be correct by a Proper Court as aforesaid (the Owners acknowledging that 161 Owner’s agreement under this Section 36.C. shall not be, and shall not be deemed to be, the agreement of the 161 Owner that the 181 Owner Assertion is correct), this Agreement sets forth the full intent of the Owners in respect of the connection of the License Areas and the use of the easements in and to the Phase One Retail Arcade and the Phase Two Retail Arcade in light of such finding of the Proper Court.

**37. Waivers by 181 Building’s Tenants.** 181 Owner represents and warrants to 161 Owner that no presently-existing leases of the 181 Building or 181 Parcel or other presently-existing agreements granting a party the right to use or occupy any portion of 181 Building or 181 Parcel (each such presently existing lease or other agreement, together with any future leases or other agreements, are collectively referred to herein as the “**181 Leases**”) contain any covenants of the 181 Owner (“**181 Owner Vestibule Covenants**”) that the Vestibule shall remain open or that

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any such tenant or other party to the 181 Leases shall have any rights to use or occupy the Vestibule or any other portion of the 161 License Area, and 181 Owner Covenants to 161 Owner that all future Leases shall not contain any such 181 Owner Vestibule Covenants.

*[The remainder of this page is intentionally left blank; signature page follows.]*

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*[signature page attached to Vestibule Doorway License Agreement]*

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

**161 OWNER:**

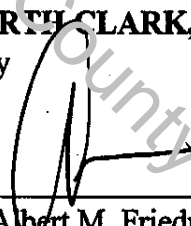
**IL-161 CLARK STREET, L.L.C.**, a Delaware limited liability company

By: Equity Office Management, L.L.C., a Delaware limited liability company, its non-member manager

By:   
Name: C.J. Dempsey  
Title: Vice President Leasing

**181 OWNER:**

**181 NORTH CLARK, LLC**, an Illinois limited liability company

By:   
Name: Albert M. Friedman  
Title: Manager

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## LIST OF EXHIBITS

Exhibit A	Legal Description of 161 Parcel
Exhibit B	Legal Description of 181 Parcel
Exhibit C	Depiction of 161 Arcade and Existing 161 Entrance
Exhibit D	Plans of Improvements to be constructed by 181 Owner, including depiction of Construction Area
Exhibit E	161 Building Rules and Regulations
Exhibit F	Improvement Reimbursement Payment
Exhibit G	181 Building Rules and Regulations

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## EXHIBIT A

### LEGAL DESCRIPTION OF 161 PARCEL

A PARCEL OF LAND COMPRISED OF A PART OF LOTS 2 AND 3, ALL OF THE LOTS 5 AND 6, THAT PART OF VACATED COUCH PLACE WHICH LIES NORTH OF AND ADJOINING SAID LOTS 5 AND 6; TOGETHER WITH ALL OF SUB-LOT 9 AND A PART OF SUB-LOT 8, BOTH IN GEORGE SMITH'S SUBDIVISION OF ORIGINAL LOT 4; ALL IN BLOCK 35 OF ORIGINAL TOWN OF CHICAGO IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PARCEL OF LAND IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WEST RANDOLPH STREET WITH THE EAST LINE OF NORTH CLARK STREET, SAID POINT OF INTERSECTION BEING ALSO THE SOUTHWEST CORNER OF SAID LOT 5, AND RUNNING THENCE NORTH ALONG SAID EAST LINE OF NORTH CLARK STREET, A DISTANCE OF 227.08 FEET; THENCE EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF WEST RANDOLPH STREET, A DISTANCE OF 164.08 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 27.95 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID LOT 2, SAID SOUTH LINE BEING ALSO THE NORTH LINE OF WEST COUCH PLACE; THENCE WEST ALONG SAID SOUTH LINE OF LOT 2, A DISTANCE OF 2.68 FEET TO AN INTERSECTION WITH THE NORTHWARD EXTENSION OF THE EAST LINE OF SAID LOT 6; THENCE SOUTH ALONG SAID NORTHWARD EXTENSION AND ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 199.13 FEET TO AN INTERSECTION WITH SAID NORTH LINE OF WEST RANDOLPH STREET; THENCE WEST ALONG SAID NORTH LINE, A DISTANCE OF 160.98 FEET TO THE POINT OF BEGINNING.



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## EXHIBIT B

### LEGAL DESCRIPTION OF 181 PARCEL

A PARCEL OF LAND COMPRISED OF A PART OF LOTS 2 AND 3; SUB-LOTS 1, 2, 3, 4, 5, 6, 7 AND PART OF SUB-LOT 8 IN GEORGE SMITH'S SUBDIVISION OF ORIGINAL LOT 4; ALL IN BLOCK 35 OF 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, WHICH PARCEL OF LAND IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF NORTH CLARK STREET, WHICH POINT IS 227.08 FEET NORTH OF THE INTERSECTION OF SAID EAST LINE WITH THE NORTH LINE OF WEST RANDOLPH STREET, AND RUNNING THENCE EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF WEST RANDOLPH STREET, A DISTANCE OF 164.08 FEET, THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 27.95 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID LOT 2, SAID SOUTH LINE BEING ALSO THE NORTH LINE OF WEST COUCH PLACE; THENCE EAST ALONG SAID SOUTH LINE OF LOT 2, A DISTANCE OF 38.70 FEET TO AN INTERSECTION WITH THE WEST LINE OF THE EAST 19 FEET OF THE WEST 1/2 OF THE EAST 1/2 OF SAID LOT 2, SAID LINE BEING ALSO THE WEST LINE OF A PUBLIC ALLEY 18.00 FEET WIDE; THENCE NORTH ALONG SAID WEST LINE OF THE PUBLIC ALLEY, A DISTANCE OF 181.71 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF WEST LAKE STREET; THENCE WEST ALONG SAID SOUTH LINE OF WEST LAKE STREET, A DISTANCE OF 202.44 FEET TO AN INTERSECTION WITH THE EAST LINE OF NORTH CLARK STREET; THENCE SOUTH ALONG SAID EAST LINE OF NORTH CLARK STREET, A DISTANCE OF 153.96 FEET TO THE POINT OF BEGINNING.

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## EXHIBIT C DEPICTION OF 161 ARCADE AND EXISTING 161 ENTRANCE

Exhibit C, consisting of one (1) page, follows this page.

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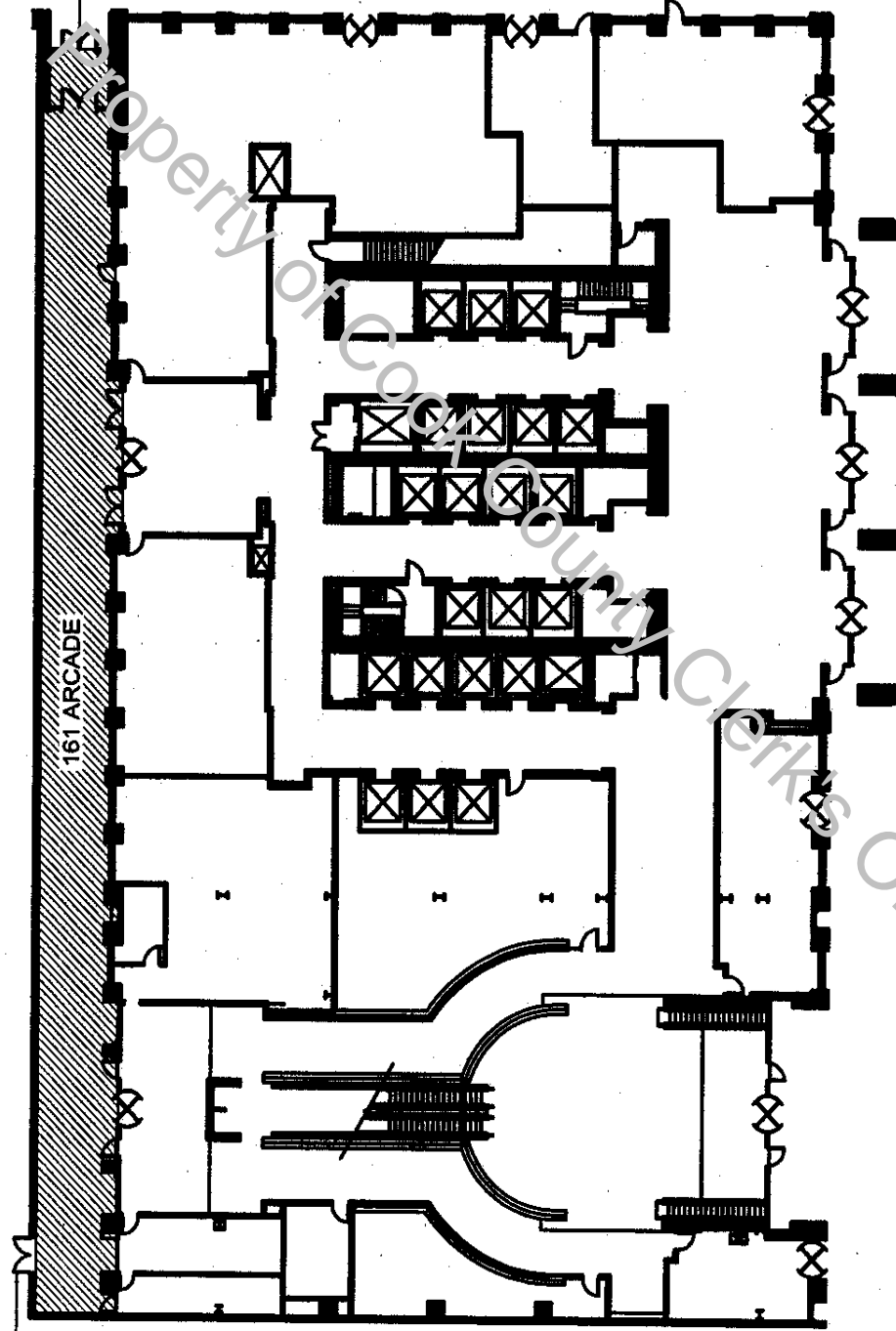
No Postage  
One (1) Rec'd

JHC

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161/171 N. Clark

Equity Office



NOTE:  
 161 ARCADE IS DEPICTED  
 HEREON USING THE  
 FOLLOWING CROSSHATCHING.



FLOOR 1

EXISTING  
161 ENTRANCE

RANDOLPH  
STREET ENTRANCE

161 ARCADE

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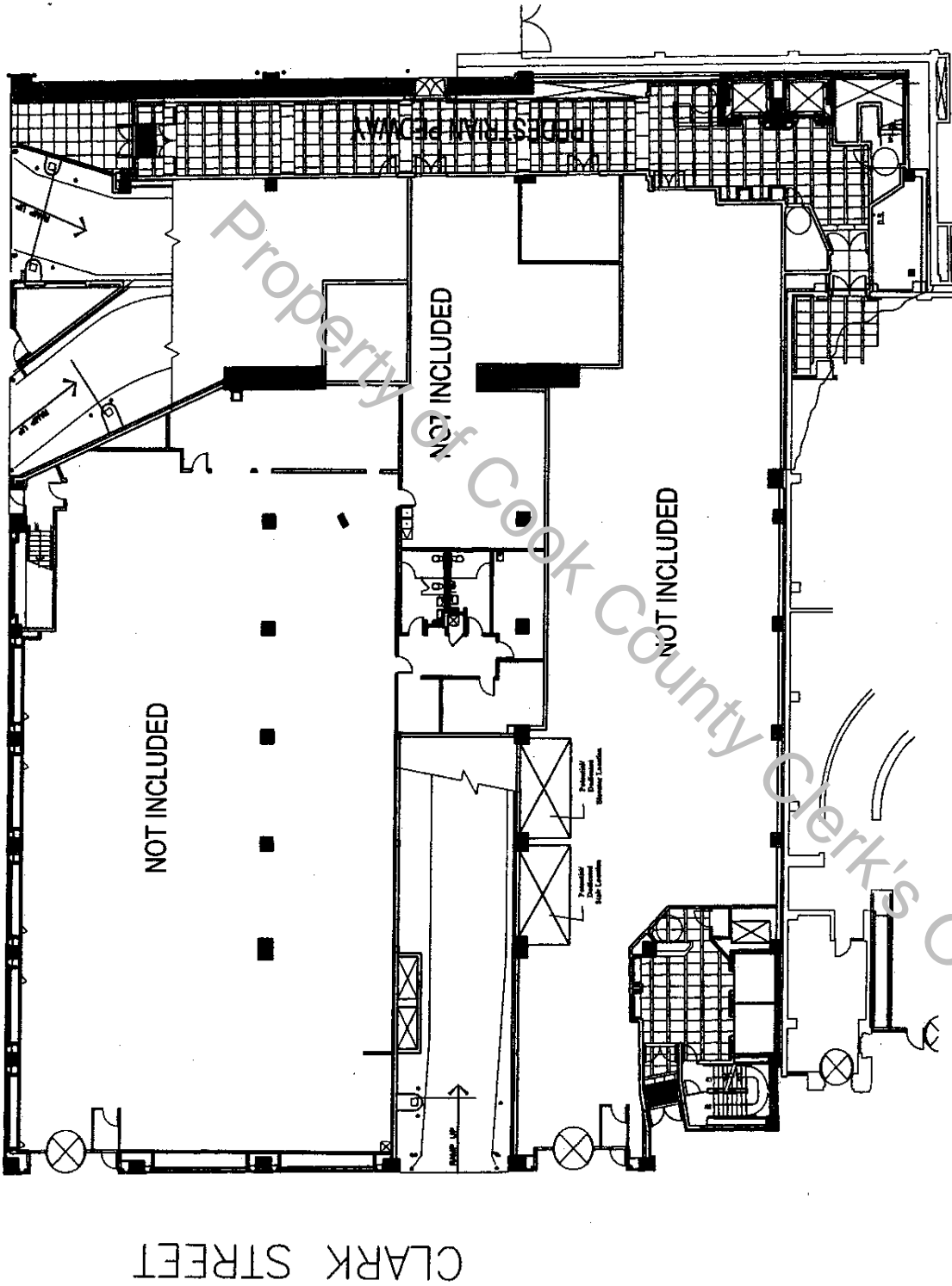
**EXHIBIT D**  
**PLANS OF IMPROVEMENTS TO BE CONSTRUCTED BY 181 OWNER,**  
**INCLUDING DEPICTION OF CONSTRUCTION AREA**

Exhibit D, consisting of three (3) pages, follows this page.

*Recorded in 18182.*  
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181 North Clark Street  
 Chicago, IL  
 First Floor Plan

**FRIEDMAN  
 PROPERTIES**  
 325 N. LaSalle Street, Suite 600 Chicago, IL 60610  
 Phone: (312) 644-1100 Fax: (312) 644-2898  
 www.friedmanproperties.com



NOTE:  
 • All furniture (incl. workstations) shown is for illustrative purposes only.  
 • Plans are for preliminary design purposes and Friedman Properties, Ltd. advises field verification of existing conditions and dimensions prior to use.

Date:

10/04/04

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**EXHIBIT E**  
**161 BUILDING**  
**RULES AND REGULATIONS**

1. 161 Arcade, sidewalks, doorways, vestibules, halls, stairways and other similar areas shall not be obstructed by 181 Authorized Parties or used by 181 Authorized Parties for any purpose other than ingress and egress to and from West Randolph Street and to and from the 181 Lobby. No rubbish, litter, trash, or material of any nature shall be placed, emptied, or thrown in those areas. At no time shall 181 Owner permit employees of any Authorized Parties to loiter in these areas or elsewhere in or about the 161 Building, the Randolph Street Entrance or the 161 Parcel.
2. Plumbing fixtures, appliances and sewers shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed therein. Damage resulting to any such fixtures, appliances or sewers from misuse by 181 Owner or its agents, employees or invitees, shall be paid for by 181 Owner, and 161 Owner shall not in any case be responsible therefor.
3. No signs, advertisements or notices shall be painted or affixed on or to any floors, walls, windows, doors or other parts of the 161 Building.
4. There shall be no movement in or out of the 161 Building of furniture or office equipment or dispatch or deliveries (other than messengers carrying ordinary mail-type messenger packages to the 161 Building) via any entrance of the 161 Building.
5. There shall be no storage of equipment or other items in the 161 License Area, except in connection with the initial construction of the Improvements and then only in compliance with and as permitted by the Agreement. All damage done to the 161 Parcel or the 161 Building by the installation, maintenance, operation, existence or removal of any property of 181 Owner shall be repaired at the expense of 181 Owner.
6. Corridor doors and fence gates, when not in use, shall be kept closed.
7. 181 Owner shall not: (1) make or permit any improper, objectionable or unpleasant noises or odors in the 161 Building, or otherwise interfere in any way with other tenants or persons having business with them; (2) solicit business or distribute, or cause to be distributed, in any portion of the 161 Building any handbills, promotional materials or other advertising; or (3) conduct or permit any other activities in the 161 Building that might constitute a nuisance.

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8. No animals, except seeing eye dogs, shall be brought into or kept in, on or about the 161 License Area or the Vestibule.
9. No inflammable, explosive or dangerous fluid or substance shall be used or kept by 181 Owner in the 161 License Area or the Vestibule. 181 Owner shall not, without 161 Owner's prior written consent (which may be withheld in 161 Owner's sole and absolute discretion), use, store, install, spill, remove, release or dispose of within or about the 161 License Area or any other portion of the 161 Building, any asbestos-containing materials or any solid, liquid or gaseous material now or hereafter considered toxic or hazardous under the provisions of 42 U.S.C. Section 9601 et seq. or any other applicable environmental law which may now or hereafter be in effect. If 161 Owner does give written consent to 181 Owner pursuant to the foregoing sentence, 181 Owner shall comply with all applicable laws, rules and regulations pertaining to and governing such use by 181 Owner, and shall remain liable for all costs of cleanup or removal in connection therewith.
10. 181 Owner shall not use or occupy the 161 License Area or the Vestibule in any manner or for any purpose which would injure the reputation or impair the present or future value of the 161 Building; without limiting the foregoing, 181 Owner shall not use or permit the use of the 161 License Area or the Vestibule or any portion thereof to be used for lodging, sleeping or for any illegal purpose.
11. 181 Owner shall not take any action which would violate 161 Owner's labor contracts affecting the 161 Building or which would cause any work stoppage, picketing, labor disruption or dispute, or any interference with the business of 161 Owner or any other tenant or occupant of the 161 Building or with the rights and privileges of any person lawfully in the 161 Building. 181 Owner shall take any actions necessary to resolve any such work stoppage, picketing, labor disruption, dispute or interference and shall have pickets removed and, at the request of 161 Owner, immediately terminate at any time any construction work being performed in the 161 License Area giving rise to such labor problems, until such time as 161 Owner shall have given its written consent for such work to resume. 181 Owner shall have no claim for damages of any nature against 161 Owner or any other parties in connection therewith, nor shall the date of the commencement of the License be extended as a result thereof.
12. 181 Owner shall not install, operate or maintain in the 161 License Area or the Vestibule or in any other area of the 161 Building, any electrical equipment which does not bear the U/L (Underwriters Laboratories) seal of approval, or which would overload the electrical system or any part thereof beyond its capacity for proper, efficient and safe operation as determined by 161 Owner, taking into consideration the overall electrical system and the present and future requirements therefor in the 161 Building. 181 Owner shall not furnish any cooling or heating to the 161 License Area, including, without limitation, the use of any electronic or

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gas heating devices, without 161 Owner's prior written consent. In addition, 181 Owner shall not use any electronic or gas heating devices in the Vestibule without 161 Owner's prior written consent.

13. 181 Owner shall not operate or permit to be operated in the 161 License Area any coin or token operated vending machine or similar device (including, without limitation, telephones, lockers, toilets, scales, amusement devices and machines for sale of beverages, foods, candy, cigarettes or other goods).
14. Bicycles and other vehicles are not permitted inside or on the walkways outside the 161 Building or in the 161 License Area of the Vestibule.
15. 161 Owner may from time to time adopt appropriate systems and procedures for the security or safety of the 161 Building and the 161 License Area, its occupants, entry and use, or its contents, and 181 Owner, 181 Owner's agents, employees, contractors, guests and invitees shall comply with 161 Owner's reasonable requirements relative thereto.
16. 161 Owner shall have the right to prohibit the use of the name of the 161 Building or Chicago Title and Trust Center or any other publicity by 181 Owner that in 161 Owner's opinion may tend to impair the reputation of the 161 Building or its desirability for 161 Owner or other tenants. Upon written notice from 161 Owner, 181 Owner will refrain from and/or discontinue such publicity immediately.
17. 181 Owner shall carry out 181 Owner's permitted repair, maintenance, alterations, and improvements in the 161 License Area only during times agreed to in accordance with the License Agreement and in a manner permitted under the License Agreement.
18. Canvassing, soliciting, and peddling in or about the 161 License Area, the Vestibule or the 161 Building is prohibited. 181 Owner shall cooperate and use its best efforts to prevent the same.
19. At no time shall 181 Owner permit or shall 181 Owner's agents, employees, contractors, guests, or invitees smoke in any portion of the 161 License Area, the Vestibule or the 161 Building.
20. The work of cleaning personnel shall not be hindered by 181 Owner. The 161 License Area may be cleaned by 161 Owner at any time.



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## EXHIBIT F IMPROVEMENT REIMBURSEMENT PAYMENT

<b>Date of termination of License pursuant to Sections 3.A(i) or 3.A(iii)</b>	<b>Amount of Improvement Reimbursement Payment</b>
Between Effective Date and one year anniversary of Effective Date	\$26,364
Between one year anniversary of Effective Date and two year anniversary of Effective Date	\$23,728
Between two year anniversary of Effective Date and three year anniversary of Effective Date	\$21,092
Between three year anniversary of Effective Date and four year anniversary of Effective Date	\$18,456
Between four year anniversary of Effective Date and five year anniversary of Effective Date	\$15,820
Between five year anniversary of Effective Date and six year anniversary of Effective Date	\$13,184
Between six year anniversary of Effective Date and seven year anniversary of Effective Date	\$10,548
Between seven year anniversary of Effective Date and eight year anniversary of Effective Date	\$7,942
Between eight year anniversary of Effective Date and nine year anniversary of Effective Date	\$5,276
Between nine year anniversary of Effective Date and ten year anniversary of Effective Date	\$2,640

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**EXHIBIT G**  
**181 BUILDING**  
**RULES AND REGULATIONS**

1. In the event of any conflict between the terms of these rules and regulations and the express provisions of the License Agreement, the License Agreement shall control. 181 Owner reserves the right to reasonably rescind, add to and amend any rules or regulations, to add new reasonable rules or regulations and to waive any rules or regulations.

2. The sidewalks, walks, plaza entries, corridors, ramps, staircases and elevators of the 181 Building shall not be obstructed, and shall not be used by Tenants or Licensees of 181 Owner, or the employees, agents, servants, visitors or invitees of such Tenants or Licensees, for any purpose other than ingress and egress to and from the Premises. No skateboards, roller skates, roller blades or similar items shall be used in or about the 181 Building.

3. Any hand trucks, carryalls, or similar equipment used for the delivery or receipt of merchandise or equipment shall be equipped with rubber tires, side guards and such other safeguards as 181 Owner shall reasonably require.

4. Tenants or Licensees of 181 Owner, or the employees, agents, servants, visitors or invitees of Tenants or Licensees of 181 Owner, shall not at any time place, leave or discard any rubbish, paper, articles or object of any kind whatsoever outside the doors of the 181 License Area or in the corridors or passageways of the Building.

5. Canvassing, soliciting or peddling in the 181 Building and/or 181 Building or Tenants or Licenses of 181 Owner is prohibited and Tenants and Licensees of 181 Owner shall cooperate reasonably to prevent same.

6. Only workmen employed, designated or approved by 181 Owner may be employed for repairs, installations, alterations, painting, material moving and other similar work that may be done in or on the 181 Building.

7. Tenants and Licensees shall not bring or permit to be brought or kept in or on the Building any flammable, combustible, corrosive, caustic, poisonous, or explosive substance, or firearms or permit or suffer the 181 Building to be occupied or used in a manner offensive or objectionable to 181 Owner or other occupants of the 181 Building by reason of light, radiation, magnetism, noise, odors and/or vibrations.

8. No animals or birds shall be brought or kept in or about the 181 Building by 181 Owner, with the exception of guide dogs accompanying visually handicapped persons.