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This instrument prepared by and
after recording mail to:
Mary Koberstein, Esq.
Centrum Properties, Inc.
225 W. Hubbard Street
Chicago, Illinois 60610
312/832-2500

RECORDER'S STAMP

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

by

MW-CPAG TOWER HOLDINGS, L.L.C.,
a Delaware limited liability company
(as Owner of the Owner A Property [Residential Owner])

and

MW-CPAG TOWER HOLDINGS, L.L.C.,
a Delaware limited liability company
(as Owner of the Owner B Property [Primary Commercial/Restaurant Owner])

and

MW-CPAG TOWER HOLDINGS, L.L.C.,
a Delaware limited liability company
(as Owner of the Owner C Property [Secondary Commercial Owner])

Dated May 16, 2005

Box 400-CTCC

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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS is made and entered into as of the 16th day of May, 2005 (the "Effective Date"), by and among MW-CPAG Tower Holdings, L.L.C, a Delaware limited liability company, as owner of the Owner A Property (as hereinafter defined), MW-CPAG Tower Holdings, L.L.C., a Delaware limited liability company, as owner of the Owner B Property (as hereinafter defined), and MW-CPAG Tower Holdings, L.L.C., a Delaware limited liability company, as owner of the Owner C Property (as hereinafter defined), collectively, the "Declarant".

R E C I T A L S:

WHEREAS, the terms used in the Recitals, if not otherwise defined in the Recitals or in the immediately foregoing paragraph, shall have the meanings set forth in Article 1 of this Declaration;

WHEREAS, Declarant is the owner of certain real property together with the improvements located thereon, which property consists of the Owner A Parcel, the Owner B Parcel and the Owner C Parcel more particularly described on Exhibit A, Exhibit B and Exhibit C respectively, attached hereto and by this reference made a part hereof;

WHEREAS, the Owner A Parcel, the Owner B Parcel and the Owner C Parcel are presently improved with the Tower Building (as hereinafter defined) and certain Facilities (as hereinafter defined);

WHEREAS, it is contemplated that the Owner A Property will be devoted to residential uses and accessory parking, the Owner B Property will be devoted to commercial use, and the Owner C Property will be devoted to commercial use;

WHEREAS, at some time subsequent to the recording of this Declaration, Declarant intends to submit the Owner A Property or portions thereof, to the Act;

WHEREAS, as the Owner A Building, the Owner B Building and the Owner C Building are not functionally independent of the other and each will depend upon the other, to some extent, for structural support, enclosure, ingress and egress, utility services and other facilities and components necessary to the efficient operation and intended use of the Owner A Building, Owner B Building and Owner C Building; Owner A and Owner B and Owner C intend to provide for the efficient operation of each respective portion, estate and interest in the Tower Building, to assure the harmonious relationship of the Owners of each such respective portion, estate or interest in the Tower Building, and to protect the respective values of each such portion, estate and interest in the Tower Building, by providing for, declaring and creating certain easements, covenants and restrictions against, affecting or benefiting all or portions of the Owner A Property, the Owner B Property and the Owner C Property, and which easements, covenants and restrictions will be binding upon or inure to the benefit of each present and future Owner of the Owner A Property, the Owner B Property and the Owner C Property, or of any respective portion thereof or interest or estate therein, to the extent provided herein; and

WHEREAS, Owner A, Owner B, and Owner C adopt and agree to the intended purpose of this Declaration as expressed herein.

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NOW, THEREFORE, the Declarant hereby declares that the Property and any part thereof is and shall be owned, held, mortgaged, leased or otherwise encumbered, transferred, assigned, sold, conveyed and accepted, subject to this Declaration and each of the following easements, covenants, conditions, restrictions, uses, privileges and charges created hereunder shall exist at all times hereafter, among, and be binding upon and inure to the extent provided herein, to the benefit of all parties having or acquiring any right, title or interest in or to any portion of or interest in the real estate or the Property and each of the foregoing shall run with the land subject to this Declaration.

ARTICLE 1

DEFINITIONS

1.1 Whenever used in this Declaration, the following terms (though not deemed to be all inclusive) shall have the respective meanings specified below:

“Act” means the Condominium Property Act of the State of Illinois and any amendments enacted from time to time.

“2005 Equivalent Dollars” shall have the meaning set forth in Section 14.2.

“Affected Owners” shall have the meaning set forth in Section 12.3.

“Allocated Share” shall mean (a) as to Owner A, the Owner A Allocated Share, (b) as to Owner B, the Owner B Allocated Share, and (c) as to Owner C, the Owner C Allocated Share.

“Alterations” shall have the meaning set forth in Section 17.1(a).

“Approved Engineer” shall mean a licensed engineer selected by Owner A and approved by the other Owners (which approval shall not be unreasonably withheld or delayed) to determine each Owner’s Allocated Share (it being acknowledged that the determination of the Approved Engineer shall be binding on all Owners).

“Approving Party” shall have the meaning set forth in Section 10.8.

“Arbitrable Dispute” shall mean any dispute arising under this Declaration which is expressly made subject to arbitration under the provisions of Article 14 hereof or designated herein as an Arbitrable Dispute.

“Architect” shall have the meaning set forth in Section 21.1.

“Award” shall have the meaning set forth in Section 16.1.

“Benefited Owner” shall have the meaning set forth in Paragraph 2 of Exhibit 9.5.

“Building” shall mean the Owner A Building, and/or the Owner B Building, and/or the Owner C Building, as applicable.

“Business Day” shall mean means a day of the year on which banks are open for business in the State of Illinois.

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“CECO Mechanical Room” shall mean that certain room and vault located at the basement level of the Owner A Building labeled as “Existing CECO Vault B16” on Sheet A1.00 of the Plans.

“CECO Vault” shall mean the machinery and equipment located within the CECO Mechanical Room and providing the origination of electrical service to the Tower Building.

“City” shall mean the City of Chicago, Illinois, a municipal corporation.

“Claim” shall have the meaning set forth in Section 10.1.

“Common Walls, Floors And Ceilings” shall mean all common structural and partition walls, floors, and ceilings situated on or adjoining the Owner A Building, the Owner B Building and the Owner C Building.

“Constructing Owner” shall have the meaning set forth in Section 7.1(a).

“Consumer Price Index” shall have the meaning set forth in Section 14.2.

“Contributing Party” shall have the meaning set forth in Paragraph 1(a) of Exhibit 9.5.

“Convey” shall mean any voluntary sale, conveyance, or other transfer of equitable or beneficial interest in all or any part of any Parcel, excluding any sale, conveyance or other transfer of a Mortgage and excluding any lease for a term (including extensions) less than twenty (20) years of all or a portion of any Parcel.

“Creditor Owner” shall mean an Owner: (A) to whom payment of money or any other duty or obligation is owed under this Declaration by another Owner who has failed to make such payment or to perform such duty or obligation as and when required by this Declaration; or (B) who has exercised any self-help remedy provided for in this Declaration. (An Owner may be a Creditor Owner notwithstanding that the term “Creditor Owner” is not specifically stated in a particular provision of this Declaration.)

“Declaration” shall mean this Declaration of Covenants, Conditions, Restrictions and Easements, together with all Exhibits, amendments and supplements hereto.

“Default Amount” shall have the meaning set forth in Section 13.1.

“Defaulting Owner” shall mean an Owner who has failed to perform any of its duties or obligations as and when required under this Declaration or to make payment of money owed under this Declaration to another Owner. (An Owner may be a Defaulting Owner notwithstanding that the term “Defaulting Owner” is not specifically stated in a particular provision of this Declaration.)

“Depository” shall mean the person or entity from time to time acting pursuant to Article 19.

“Easement Facilities” shall mean a collective reference to Owner A Easement Facilities, the Owner B Easement Facilities and the Owner C Easement Facilities.

“Easements” shall mean all easements declared, granted or created pursuant to the terms and provisions of this Declaration.

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“Emergency Situation” shall mean a situation: (i) impairing or imminently likely to impair structural support of a Building; (ii) causing or imminently likely to cause bodily injury to persons or substantial physical damage to a Building or any property in, on, under, within, upon or about a Building; (iii) causing or imminently likely to cause substantial economic loss to an Owner; or (iv) substantially disrupting or imminently likely to substantially disrupt business operations in a Building for its intended purposes. The duration of an Emergency Situation shall be deemed to commence at the inception of the Emergency Situation and shall include the time reasonably necessary to remedy the Emergency Situation and shall end upon completion of such remedy.

“Existing Zoning” shall mean the applicable zoning ordinance of the City, as amended from time to time. As of the Effective Date, the Existing Zoning is Residential Business Planned Development 447.

“Façade” shall mean the exterior wall of a Building (and any replacements or improvements thereto) on the northern, southern, eastern and western sides, from the ground level up to the roof, consisting of the exterior surface of a Building, including, without limitation, granite, limestone, bricks, terra cotta or precast concrete and the cornice at the top of a Building covering or attached to the concrete or steel structural supports forming the curtain wall of a Building, window frames, window systems, joints and seals and the glass in the windows, window frames, window systems, joints and seals located in a Building; but excluding (i) the roofs and the roof structures, membrane, flashings and seals over the cornice; and (ii) the structural supports for the exterior wall of a Building to which the Façade is attached.

“Facilities” shall mean any facilities, fixtures, machinery and equipment, including without limitation, annunciators, antennae, boilers, boxes, brackets, cabinets, cables, chillers (including, without limitation, any chiller serving a Building), closets (for facilities and risers) coils, computers, conduits, controls, control centers, condensers, cooling towers, couplers, de-ice, ducts, equipment (including, without limitation, heating, ventilating, air conditioning and plumbing equipment), fans, fixtures, generators (including, without limitation, emergency generator(s)), hangers, heat traces, indicators, junctions, lines, light fixtures, machines, meters, motors, outlets, panels, pipes, pumps, radiators, risers, sprinklers, starters, steam heating systems (including steam and condensate supply and return risers) switches, sprinkler systems, switchboards, systems, tanks, telecommunication equipment, transformers, vacuum pipe valves, wiring, and the like, used in providing services from time to time in any part of a Building, including, without limitation, air conditioning, alarm, antenna, circulation, cleaning, communication, cooling, electric elevator, exhaust, heating, lightning protection, natural gas, plumbing, radio, recording, sanitary, security, sensing, telephone, cable television, internet service, microwave signals, satellite transmissions, television, transportation, ventilation and water service, and any replacements of or additions to any of the items described in this paragraph. For the avoidance of doubt, the Owners acknowledge that the Shared Facilities shall be included within the definition of Facilities.

“Hazardous Materials” shall mean any hazardous substance, pollutant, contaminant, or waste regulated under the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. §9601 et seq.); asbestos and asbestos-containing materials; oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable for fuel; pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act, as amended (7 U.S.C. §136 et seq.); PCBs and other substances regulated under Toxic Substances Control Act, as amended (7 U.S.C. §136 et seq.); source material, special nuclear material, byproduct materials, and any other radioactive materials or radioactive wastes however produced, regulated under the Atomic Energy Act or the Nuclear Waste Policy Act; chemicals subject to the Occupational Safety and Health Act Hazard Communication Standard, 29 C.F.R. §1910.1200 et seq.; industrial process and pollution control wastes whether or not hazardous within the meaning of the Resource Conservation and Recovery Act, as amended (42 U.S.C. §6901 et seq.); and other

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substances and materials regulated under Laws relating to environmental quality, health, safety, contamination and clean-up.

“Impacted Owner” shall have the meaning set forth in Section 10.2.

“Indemnifying Owner” shall have the meaning set forth in Section 10.1.

“Indemnitee” shall have the meaning set forth in Section 10.1.

“Inspecting Owner” shall have the meaning set forth in Section 10.7.

“Law” or “Laws” shall mean all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen and unforeseen, ordinary or extraordinary, which now or at any later time may be applicable to the Property, or any parts thereof.

“Liening Owner” shall have the meaning set forth in Section 10.2.

“Maintenance” and “Maintain” shall mean the operation, maintenance, repair, reconditioning, refurbishing, reconfiguration, inspection, testing, cleaning, painting, installation, restoration, reconstruction and replacement when necessary or desirable of all or any portion of the Building, the Facilities, or other equipment and includes the right of access to and the right to remove from the Building portions of such Facilities or other equipment for any of the above purposes, subject, however, to any limitations set forth elsewhere in this Declaration. As used in Article 2, Maintenance excludes obligations for which another Owner is responsible under Articles 8, 12 or 16. Maintenance costs may include utilities.

“Mortgage” shall have the meaning set forth in Section 23.11(A).

“Mortgagee” shall have the meaning set forth in Section 23.11(A).

“Net Capitalized Cost of Replacement” shall have the meaning set forth in Paragraph 7 of Exhibit 9.5.

“Net Salvage Value of the Capital Item to be Replaced” shall have the meaning set forth in Paragraph 7 of Exhibit 9.5.

“Non-Constructing Owner” shall have the meaning set forth in Section 7.1(a).

“Non-Performing Owner” shall have the meaning set forth in Article 15.

“North Terrace Event Area Fee” shall mean, initially, the amount of Two Hundred and 00/100 Dollars (\$200.00) for each day (full or partial) that Owner B uses the Owner A North Terrace, provided, however, that the lesser of two (2) days or the time actually required to erect and disassemble any structure or tent on the Owner A North Terrace shall be excluded from the computation of such days; and the initial fee shall increase by nine percent (9%) on the third anniversary date of June 1, 2006 and every third anniversary date thereafter.

“Notice” shall have the meaning set forth in Section 22.1.

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“Occupant” shall mean any Person from time to time entitled to the use and occupancy of any portion of a Building as an Owner, a unit owner (in the case of any portion of a Building which is submitted to the Act) or under any lease, sublease, license, concession or other similar agreement or as a mortgagee in possession.

“Operating Expenses” shall have the meaning set forth in Paragraph 7 of Exhibit 9.5.

“Operating Owner” shall have the meaning set forth in Paragraph 2 of Exhibit 9.5.

“Owned Facilities” shall mean a collective reference to the Owner A Owned Facilities and the Owner B Owned Facilities and the Owner C Owned Facilities.

“Owner” or “Owners” shall mean Owner A and Owner B and Owner C, or any of them.

“Owner A” shall mean the person or persons or entity or entities (excluding occupants or tenants and the holders of any mortgage) whose estates or interests, individually or collectively, constitute the fee simple ownership of the Owner A Property; provided, however, if Owner A converts the form of ownership of its Property to a condominium form of ownership, then, notwithstanding anything to the contrary contained herein, “Owner A” under this Declaration shall be the condominium itself and all rights under this Declaration may not be exercised by the individual unit owners, but only by the duly elected board of managers or other applicable governing body of such condominium, except, however, for any rights of ingress and egress which may also be exercised by individual unit owners.

“Owner A Allocated Share” shall mean the allocation of usage by Owner A of the Shared Facilities as determined by the Approved Engineer.

“Owner A Basement Parking Access Ramp” shall mean the portion of the ramp system for the Owner A Parking Garage that is depicted on Sheets A1.00 and A1.01 of the Plans, labeled “Existing Ramp to Basement” and “Existing Ramp Up” that provides ingress and egress to and from Superior Street, from and to the basement level of the Owner A Building.

“Owner A Building” shall mean that portion of the Tower Building located within the Owner A Parcel.

“Owner A Commercial Driveway” means the circular driveway on the Owner A Property labeled “New Driveway” on Sheet A1.01 of the Plans that provides access to and from Superior Street from and to the first floor levels of the Owner B Building and the Owner C Building, and including the curb cuts located on the Superior Street public right of way designated as “Commercial Entry” and “Commercial Exit”

“Owner A Driveways” means the Owner A Residential Driveway and the Owner A Commercial Driveway.

“Owner A Easement Facilities” shall mean the Facilities not owned by Owner A and now located (or which may, pursuant to this Declaration or other agreement of the Owners, hereafter be located and/or relocated) in any other portion of the Property: (A) primarily benefiting the Owner A Building, or (B) necessary for Owner A to perform its obligations under Article 9 of this Declaration, but in either case excluding: (1) Facilities, the Maintenance of which another Owner is expressly responsible under Article 9 hereof, and (2) the Owner A Owned Facilities.

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“Owner A Electric Meter” shall mean the electric meter installed at the Owner A Property that measures electricity consumption in the Owner A Building.

“Owner A Elevators” shall mean the Owner A Service Elevator and the Owner A Passenger Elevators.

“Owner A Elevator Shafts” shall mean the elevator shafts housing the Owner A Elevators and located in the Owner A Building as shown on the Plans, including the machine pit(s) and machine room(s) related to such elevators.

“Owner A Exterior Common Area” means the portion of the Owner A Parcel consisting of Owner A North Terrace, the Owner A South Terrace, the Owner A Driveways and other areas located on the Owner A Parcel on the exterior of and excluding the area occupied by the Tower Building.

“Owner A Exterior Common Area Irrigation System” means the piping, sprinkler heads and appurtenant facilities that irrigate the landscaping on the Owner A Exterior Common Area.

“Owner A Loading Docks” shall mean the platforms, dock stairs, doors and adjoining area for deliveries to and from the Owner A Property, which Loading Docks are located on the basement level of the Owner A Building and are designated as “Loading Dock” on Sheet A1.00 of the Plans.

“Owner A North Terrace” means the area depicted on Sheet A1.01 of the Plans located north of the Tower Building and designated as “Paved Area”, legally described on Exhibit D attached hereto and incorporated herein.

“Owner A Owned Facilities” shall mean the facilities owned by Owner A and now located (or which may, pursuant to this Declaration or other agreement of the Owners, hereafter be located) in, upon or within any portion of the Parcels or any Building.

“Owner A Parcel” shall mean the real property legally described on Exhibit A, located in the City of Chicago, County of Cook and State of Illinois.

“Owner A Parking Garage” shall mean those improvements located within and upon the Owner A Parcel devoted to parking uses.

“Owner A Passenger Elevators” shall mean the passenger elevators located in the Owner A Elevator Shafts, as shown on the Plans and designated as “Elev. 1”, “Elev. 2”, “Elev. 3” and “Elev. 4”, including the passenger cab(s), doors, motors, wires, cables, electrical service(s), equipment and machinery related to such elevators.

“Owner A Property” shall mean the Owner A Parcel improved with the Owner A Building, and the Owner A Owned Facilities.

“Owner A Residential Driveway” means the circular driveway labeled “New Driveway” on Sheet A1.01 of the Plans that is located on the Owner A Property and that provides access to and from the area depicted on Sheet A1.01 of the Plans designated as “Residential Lobby” of the Owner A Building from and to Superior Street, and including the curb cuts located on the Superior Street public right of way designated as “Resident Entry” and “Resident Exit” on Sheet A1.01 of the Plans.

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“Owner A Service Elevator” shall mean the elevator located within an Owner A Elevator Shaft and designated as “Existing Service Elev. (Elev #6)” as shown on the Plans, including the cab, doors, motor, wires, cables, electrical service(s), equipment and machinery related to such elevator.

“Owner A Service Elevator Shaft” means the elevator shaft housing the Owner A Service Elevator and located in the Owner A Building as shown on the Plans, including the machine pit(s) and machine room(s) related to such elevator.

“Owner A South Terrace” the area depicted on Sheet A1.01 of the Plans located south of the Tower Building and designated as “Terrace”, legally described on Exhibit E attached hereto and incorporated herein.

“Owner B” shall mean the person or persons or entity or entities (excluding occupants or tenants and the holders of any mortgage) whose estates or interests, individually or collectively, constitute the fee simple ownership of the Owner B Property; provided, however, if Owner B converts the form of ownership of its Property to a condominium form of ownership, then, notwithstanding anything to the contrary contained herein, “Owner B” under this Declaration shall be the condominium itself and all rights under this Declaration may not be exercised by the individual unit owners, but only by the duly elected board of managers or other applicable governing body of such condominium.

“Owner B Allocated Share” shall mean the allocation of usage by Owner B of the Shared Facilities as determined by the Approved Engineer.

“Owner B Building” shall mean that portion of the Building located within the Owner B Parcel.

“Owner B Easement Facilities” shall mean the Facilities not owned by Owner B and now located (or which may, pursuant to this Declaration or other agreement of the Owners, hereafter be located and/or relocated) in any portion of the Property: (A) primarily benefiting the Owner B Building, or (B) necessary for Owner B to perform its obligations under Article 9 of this Declaration, but in either case excluding: (1) Facilities, the Maintenance of which any other Owner is expressly responsible under Article 9 hereof, and (2) the Owner B Owned Facilities.

“Owner B Electric Meter” shall mean the electric meter located at the Owner B Building that meters electricity consumption in the Owner B Building.

“Owner B Gas Meter” shall mean the gas submeter that measures gas consumption in the Owner B Building.

“Owner B Gas Supply System” is defined in Paragraph 1 of Exhibit 9.1(i).

“Owner B HVAC System” means the heating and ventilation system for the Owner B Property, including, without limitation, the black iron kitchen exhaust hood that ventilates at the fifth level of the Owner A Parking Garage.

“Owner B Owned Facilities” shall mean Facilities owned by Owner B and now located (or which may, pursuant to this Declaration or other agreement of the Owners, hereafter be located) in, upon or within any portion of the Parcels or any Building.

“Owner B Parcel” shall mean the real property legally described on Exhibit B, located in the City of Chicago, County of Cook and State of Illinois.

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“Owner B Property” shall mean the Owner B Parcel improved with the Owner B Building and the Owner B Owned Facilities.

“Owner B South Terrace Easement Area” shall mean the Owner A South Terrace less and except the Owner C South Terrace Easement Area.

“Owner B Water Submeter” means the submeters that measures potable and hot/chilled water consumption at the Owner B Property.

“Owner C” shall mean the person or persons or entity or entities (excluding occupants or tenants and the holders of any mortgage) whose estates or interests, individually or collectively, constitute the fee simple ownership of the Owner C Property; provided, however, if Owner C converts the form of ownership of its Property to a condominium form of ownership, then, notwithstanding anything to the contrary contained herein, “Owner C” under this Declaration shall be the condominium itself and all rights under this Declaration may not be exercised by the individual unit owners, but only by the duly elected board of managers or other applicable governing body of such condominium.

“Owner C Allocated Share” shall mean the allocation of usage by Owner C of the Shared Facilities as determined by a the Approved Engineer

“Owner C Building” shall mean that portion of the Building located within the Owner C Parcel.

“Owner C Easement Facilities” shall mean the Facilities not owned by Owner C and now located (or which may, pursuant to this Declaration or other agreement of the Owners, hereafter be located and/or relocated) in any portion of the Property: (A) primarily benefiting the Owner C Building, or (B) necessary for Owner C to perform its obligations under Article 9 of this Declaration, but in either case excluding: (1) Facilities, the Maintenance of which any other Owner is expressly responsible under Article 9 hereof, and (2) the Owner C Owned Facilities.

“Owner C Electric Meter” shall mean the electric meter located at the Owner C Building that meters electricity consumption in the Owner C Building.

“Owner C Gas Meter” shall mean the gas submeter that measures gas consumption in the Owner C Building.

“Owner C Gas Supply System” is defined in Paragraph 1 of Exhibit 9.1(i).

“Owner C Owned Facilities” shall mean Facilities owned by Owner C and now located (or which may, pursuant to this Declaration or other agreement of the Owners, hereafter be located) in, upon or within any portion of the Parcels or any Building.

“Owner C Parcel” shall mean the real property legally described on Exhibit C, located in the City of Chicago, County of Cook and State of Illinois.

“Owner C Property” shall mean the Owner C Parcel improved with the Owner C Building and the Owner C Owned Facilities.

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“Owner C South Terrace Easement Area” shall mean the east 32.5 feet of the Owner A South Terrace.

“Owner C Water Submeter” means the submeters that measures potable and hot/chilled water consumption at the Owner C Property.

“Parcel(s)” shall mean the Owner A Parcel or the Owner B Parcel or the Owner C Parcel, or all or a combination of them.

“Permittees” shall mean all Occupants and the officers, directors, members, employees, agents, contractors, customers, vendors, suppliers, visitors, guests, invitees, licensees, subtenants and concessionaires of Occupants insofar as their activities relate to the intended development, use and occupancy of a Building.

“Person” shall mean any individual, partnership, firm, association, corporation, limited liability company, trust, land trust or any other form of business or not-for-profit organization or governmental entity.

“Plans” shall mean the site plan, floor plans, elevations and other drawings listed on the Index of Drawings prepared by Pappageorge/Haymes Ltd. Architect, attached hereto as Exhibit F.

“Property” shall mean the Owner A Property and the Owner B Property and the Owner C Property.

“Prior Lien” shall have the meaning set forth in Section 13.1.

“Recorder” shall mean the Recorder of Deeds of Cook County, Illinois.

“Replacing Party” shall have the meaning set forth in Paragraph 1(a) of Exhibit 9.5.

“Residential Lobby” means the area located on the first level of the Owner A Building depicted on Sheet A1.01 of the Plans and designated as “Residential Lobby”.

“Shared Facilities” shall mean any Facilities, including, without limitation, (a) the CECO Vault; (b) the Owner A Exterior Common Area Irrigation System; (c) the Owner A Service Elevator; (d) the Tower Building Emergency Generator; (e) the Tower Building Fire Pumps; (f) the Tower Building Gas Main; (g) the Tower Building Gas Supply System; (h) the Tower Building Hot/Chilled Water System; (i) the Tower Building Sanitary Sewer Main; (j) the Tower Building Sanitary Sewer System; (k) the Tower Building Sprinkler System; (l) the Tower Building Storm Sewer Main; (m) the Tower Building Storm Sewer System; (n) the Tower Building Water Main; (o) the Tower Building Water Supply System solely to the extent said Facilities are providing services to any portion of the Owner A Property and Owner B Property and the Owner C Property and solely to the extent such Facilities are not required to be maintained exclusively by an Owner.

“Shared Facilities Mechanical Rooms” shall mean (a) the Tower Building Fire Pump Room, (b) CECO Mechanical Room, (c) the Tower Building Emergency Electric Room, (d) the Tower Building Switchgear Room, (e) the Tower Building Generator Room, (f) the Tower Building Boiler/Chiller Room, (g) Tower Building Gas Meter Room; (h) Tower Building Water Meter Room, and (i) such other rooms and vaults which are the location or origination of Shared Facilities.

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“Structural Supports” shall mean all construction elements (including, without limitation, structural members, footings or foundations, slabs, caissons, columns, beams, braces and trusses) which are load bearing or which are necessary for the structural integrity of any portion of a Building.

“Square Footage Allocation” means a share of an insurance premium or a share of assessed valuation on improvements for real estate tax purposes which share is equal to the gross square footage of the applicable Owner’s Building divided by the total gross square footage of the Tower Building and Owner A Parking Garage.

“Tower Building” shall mean all improvements situated within and upon the Owner A Building and the Owner B Building and the Owner C Building that are owned or controlled by Owner A and Owner B and Owner C, and are used or useful in connection with the ownership, operation or maintenance of the improvements and/or Facilities located within and upon the Owner A Building and the Owner B Building and the Owner C Building.

“Tower Building Basement Level Commercial Access Corridor” means those certain areas located on the basement level of the Owner A Building that provide direct access to the basement levels of the Owner B Building and the Owner C Building as depicted on Sheet A1.00 of the Plans and designated as “Service Foyer B 31”, the corridor (and steps located therein) adjoining Service Foyer B 31, and the stairwell designated as “Exist. Stair No. 3” on Sheet A1.00 of the Plans.

“Tower Building Boiler/Chiller Room” means that certain room located on the mezzanine level of the Tower Building as depicted on Sheet A1.01 of the Plans and designated as “Chillers m 110”.

“Tower Building Commercial Access Corridors and Stairways” means the Tower Building Basement Level Commercial Access Corridor, the Tower Building First Level Commercial Access Corridor and the Tower Building Mezzanine Level Commercial Access Corridor and the Tower Building Mezzanine Level Access Stairway.

“Tower Building Emergency Electric Room” shall mean that certain room located on the basement level of the Owner A Building labeled as “Emergency Electric B23” on Sheet A1.00 of the Plans which is the location of the emergency electric switchboard that serves the Tower Building.

“Tower Building Emergency Generator” means the emergency generator that is located in the Tower Building Generator Room.

“Tower Building Fire Pump Room” shall mean that certain room located on the basement level of the Owner A Building labeled as “Fire Pump Room B18” on Sheet A1.00 of the Plans.

“Tower Building Fire Pumps” shall mean the fire pumps and combination standpipe system located in the Tower Building Fire Pump Room, which provide service for the Tower Building Sprinkler System in all or portions of the Tower Building.

“Tower Building First Level Commercial Access Corridor” means those certain areas located on the first level of the Owner A Building that provide direct access to the first floor levels of the Owner B Building and the Owner C Building, the Tower Building Shared Commercial Loading Area and the Owner A Exterior Common Area, as depicted on Sheet A1.01 of the Plans designated as “Service Foyer 118”, the corridors adjoining Service Foyer 118 and designated as “Corridor 115”, “Corridor 117” and “Corridor P07” on Sheet A1.01 of the Plans, and the stairwell designated as “Exist. Stair No. 3” on Sheet A1.01 of the Plans.

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“Tower Building Gas Main” shall mean the gas main located on the first level of the Owner A Building, which Gas Main serves the Tower Building.

“Tower Building Gas Meter” shall mean the gas meter located in the Tower Building Gas Meter Room at the first level of the Owner A Building that meters gas consumption in the Tower Building.

“Tower Building Gas Meter Room” shall mean the room located on the first level of the Owner A Building depicted as “Gas Meter Room P02” on Sheet A1.01 of the Plans, which room is the location of the Tower Building Gas Meter.

“Tower Building Gas Supply System” shall have the meaning set forth in Exhibit 9.1(n).

“Tower Building Generator Room” means that certain room located on the basement level of the Owner A Building depicted as “Generator Room B 22” on Sheet A1.00 of the Plans.

“Tower Building Hot/Chilled Water System” means the boilers and chillers and appurtenances thereto that provide hot and chilled water for heating and air conditioning purposes in the Tower Building.

“Tower Building Hot/Chilled Water System Meter” means the meter that measures hot and chilled water consumption based on BTUs at the Tower Building.

“Tower Building Mezzanine Level Access Stairway” means, collectively, those certain stairways located on the first level of the Owner A Building as depicted on Sheet A1.01 of the Plans and designed as “Existing Stair to Mezz.” and those certain stairways depicted on Sheet A1.01M of the Plans and designated as “Existing Stair” and “New Stair” that provide access from the first level of the Owner A Building to the mezzanine level of the Owner A Building and the Owner C Building.

“Tower Building Mezzanine Level Commercial Access Corridor” means that certain corridor located on the mezzanine level of the Owner A Property as depicted on Sheet A1.01M of the Plans that adjoins the Owner A Service Elevator and that provides access to the mezzanine level of the Owner C Building.

“Tower Building Sanitary Sewer Main” shall mean the sanitary sewer mains related appurtenances, including, without limitation, any sewage ejector and lift pumps and perimeter drain tile, and which serve the Tower Building.

“Tower Building Sanitary Sewer System” shall have the meaning set forth in Exhibit 9.1(r).

“Tower Building Shared Commercial Loading Area” means the area located on the first level of the Owner A Property and depicted on Sheet A1.01 of the Plans and designated as “Loading P04” and the strip of land adjacent thereto approximately 5 feet in width that connects the Tower Building Shared Commercial Loading Area to North Kingsbury Street and provides vehicular access thereto.

“Tower Building Shared Mechanical Chases” shall mean the shafts, conduits, risers and columns located within the Tower Building and depicted on the Plans, which Shared Mechanical Chases contain Facilities serving Owner A and Owner B and Owner C. The Owners acknowledge and agree that the term Shared Mechanical Chases shall not include the Facilities located within the Shared Mechanical Chases.

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“Tower Building Sprinkler System” shall mean the controllers, fire alarm systems, piping, sprinkler heads and other equipment related to and connected to the sprinkler system line located and servicing the “Low Zone” of the Tower Building (including the basement through the fourteenth floors), and the “High Zone” of the Tower Building (the areas not served by the Low Zone).

“Tower Building Stairwells” shall mean those stairwells situated in the Tower Building as depicted on the Plans.

“Tower Building Storm Sewer Main” shall mean the storm sewer mains located on the Owner A Property that serve the Tower Building.

“Tower Building Storm Sewer System” shall have the meaning set forth in Exhibit 9.1(u).

“Tower Building Switchgear Room” shall mean that certain room located on the basement level of the Owner A Building depicted as “Switchgear B 17” on Sheet A1.00 of the Plans

“Tower Building Water Main” shall mean the water main that serves the Tower Building.

“Tower Building Water Meter” shall mean the bulk flow meter located in the Tower Building Water Meter Room that measures potable water consumption in the Tower Building.

“Tower Building Water Meter Room” shall mean the room located on the first level of the Owner A Building depicted on Sheet A1.01 of the Plans and designated as “Water Meter Room P03” which is the location of the Tower Building Water Meter.

“Tower Building Water Supply System” shall have the meaning set forth in Exhibit 9.1(v).

“Usage Percentage” shall mean, (a) with respect to Owner B’s and Owner C’s usage of potable water, a percentage of the total water metered through the Tower Building Water Meter which, for Owner B shall equal to the ratio of the water metered through the Owner B Water Meter divided by the water metered through the Tower Building Water Meter, and for Owner C shall equal to the ratio of the water metered through the Owner C Water Meter divided by the water metered through the Tower Building Water Meter; and (b) with respect to Owner B’s and Owner C’s usage of hot/chilled water, equal to the ratio of the BTUs metered at the Owner B Water Meter divided by the BTUs metered at the Tower Building Hot/Chilled Water Meter, and for Owner C shall equal to the ratio of the BTUs metered at the Owner C Water Meter divided by the BTUs metered at the Tower Building Hot/Chilled Water Meter; (c) with respect to Owner A’s use of potable water and hot/chilled water, shall equal 100% minus the Usage Percentage for Owner B’s and Owner C’s usage of potable water and hot/chilled water, respectively.

“Utility Company” shall mean any Person, including governmental bodies, furnishing water, chilled water, electricity, sewer, gas, steam, telephone or network television, cable television, satellite equipment and microwave signals or internet service or other services or materials generally known as utilities.

“Wet Refuse Area” shall mean and that certain area located on the first level of the Owner A Building labeled as “Restaurant Dock” on Sheet A1.01 of the Plans which is the location of the wet refuse storage area for the Owner B Property and the Owner C Property.

“Work” shall have the meaning set forth in Section 20.1(a).

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1.2 Construing Various Words and Phrases. The following words and phrases shall be construed as follows: (i) "At any time" shall be construed as "at any time or from time to time"; (ii) "Any" shall be construed as "any and all;" (iii) "Including" shall be construed as "including but not limited to"; (iv) "Will" and "shall" shall each be construed as mandatory; (v) "May" shall be construed as "may, but shall not be obligated to"; and (vi) "Granted" or "granted" as hereinafter used in Articles 3 and 4 describing Easements shall be deemed to mean "granted, reserved, declared and created". Except as otherwise specifically indicated, all references to Article or Section numbers or letters shall refer to Articles and Sections of this Declaration and all references to Exhibits shall refer to the Exhibits attached to this Declaration. The words "herein", "hereof", "hereunder", "hereinafter" and words of similar import shall refer to this Declaration as a whole and not to any particular Section or subsection. Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as context may require. Captions and the index are used in this Declaration for convenience only and shall not be used to construe the meaning of any part of this Declaration.

ARTICLE 2 INTENTIONALLY OMITTED

ARTICLE 3

EASEMENTS APPURTENANT TO OWNER A PROPERTY

3.1 In General. For the purposes of this Article 3, the following shall apply:

(A) Owner B and Owner C have granted, reserved, declared and created certain Easements more particularly described in this Article 3. The Easements in this Article 3 shall bind and be enforceable against Owner B and Owner C and their respective successors, grantees and assigns with respect to portions of the Owner B Property and Owner C Property that they own.

(B) The Easements granted by this Article 3 shall benefit Owner A and its successors, grantees, assigns and Permittees which own the Owner A Parcel or any interest therein.

(C) The Easements granted by this Article 3 shall bind and burden (i) the Owner B Property to the extent such Easements are granted by Owner B; and (ii) the Owner C Property to the extent such Easements are granted by Owner C. The Property owned by any such granting Owner shall, for the purposes of this Article 3, be deemed to be the servient tenement. Where only a portion of the Property of an Owner is bound and burdened by the Easement, only that portion shall be deemed to be the servient tenement.

(D) The Easements granted by this Article 3 are appurtenant to and shall benefit the Owner A Property, which shall, for the purposes of this Article 3 with respect to such Easement, be deemed to be the dominant tenement. Where only a portion of the Owner A Property is so benefited, only that portion shall be deemed to be the dominant tenement. No property other than the Owner A Property as it may exist from time to time in accordance with the terms of this Declaration, shall constitute part of the dominant tenement.

(E) Unless otherwise expressly provided in this Declaration, all Easements granted under this Article 3 are irrevocable and perpetual in nature.

(F) In exercising its rights created by an Easement granted under this Article 3, the Owner of the Owner A Property benefited by the Easement shall exercise commercially reasonable efforts to

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minimize the impact of its exercise on the Owners of the other Property burdened by the Easement, taking into consideration the impact of any disruption on the Owner of the other Property burdened by the Easement.

(G) Owner B may: (1) in connection with the Maintenance, repair or restoration of the Owner B Building, or (2) in an Emergency Situation; or (3) to prevent a dedication of or accruing of rights by the public in and to the use of any of the Owner B Property temporarily prevent, close-off or restrict the flow of pedestrian ingress, egress or use in, over, across and through any of the Easements, but only to the minimal extent and for the shortest time period reasonably necessary under the circumstances in order to minimize the effect on the Owner benefited by such Easement. Owner B may, from time to time, impose: (A) reasonable limitations on any other Owner's or any Permittee's use of an Easement providing for ingress and egress in, over, on, across and through the Property owned by Owner B described in this Article 3, including establishing paths of ingress and egress and hours of the day or days of the week during which any other Owner or Permittee may use such Easement; and (B) reasonable security controls consistent with the use of the Property of Owner B and any overall security system for such Property. In imposing any such limitations or controls, Owner B shall take into consideration the reasonable needs and requirements of the users of any applicable Easement as well as Owner A's needs and requirements.

(H) Owner C may: (1) in connection with the Maintenance, repair or restoration of the Owner C Building, or (2) in an Emergency Situation; or (3) to prevent a dedication of or accruing of rights by the public in and to the use of any of the Owner C Property temporarily prevent, close-off or restrict the flow of pedestrian ingress, egress or use in, over, across and through any of the Easements, but only to the minimal extent and for the shortest time period reasonably necessary under the circumstances in order to minimize the effect on the Owner benefited by such Easement. Owner C may, from time to time, impose: (A) reasonable limitations on any other Owner's or any Permittee's use of an Easement providing for ingress and egress in, over, on, across and through the Property owned by Owner C described in this Article 3, including establishing paths of ingress and egress and hours of the day or days of the week during which any other Owner or Permittee may use such Easement; and (B) reasonable security controls consistent with the use of the Property of Owner C and any overall security system for such Property. In imposing any such limitations or controls, Owner C shall take into consideration the reasonable needs and requirements of the users of any applicable Easement as well as Owner A's needs and requirements.

(I) Any disputes concerning the existence, location, nature, use and scope of any of the Easements granted under this Article 3 shall constitute Arbitrable Disputes.

(J) Any exclusive Easement granted under this Declaration shall in all events be subject to the concurrent use by the Owner of the servient estate as and only to the extent reasonably necessary for the Maintenance of the Property of the Owner of the servient estate, for exercise of rights of self-help granted under Section 9.6 and its rights under Article 12 or Article 16, or elsewhere in this Declaration and for other uses which do not unreasonably interfere with the exercise of the Easement granted. Any non-exclusive Easement granted under this Declaration shall in all events be subject to the concurrent use by the Owner of the servient estate for all uses which do not interfere with or materially adversely affect the right of the Owner of the dominant tenement.

3.2 Grant of Easements. The following Easements in favor of the Owner A Property are hereby granted:

(a) Ingress and Egress and Use.

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(i) Owner B hereby grants to Owner A a non-exclusive easement for ingress and egress for Persons, material and equipment in, over, on, across and through the Owner B Property, but only to the extent reasonably necessary for the use, operation and Maintenance (but only if and when such Maintenance is required or permitted under this Declaration) of (A) the Owner A Building, (B) any Facilities located in the Owner B Property which provide or are necessary to provide the Owner A Building with any utilities or other services necessary to the operation of the Owner A Building, including, without limitation, the Owner A Easement Facilities and Owner A Owned Facilities; and (C) any other areas in the Owner B Property as to which an Easement for use or Maintenance has been granted to Owner A, or the obligation to perform a service has been imposed by Section 9.1, or the option to perform a service is available to Owner A under Section 9.6.

(ii) Owner C hereby grants to Owner A a non-exclusive easement for ingress and egress for Persons, material and equipment in, over, on, across and through the Owner C Property, but only to the extent reasonably necessary for the use, operation and Maintenance (but only if and when such Maintenance is required or permitted under this Declaration) of (A) the Owner A Building, (B) any Facilities located in the Owner C Property which provide or are necessary to provide the Owner A Building with any utilities or other services necessary to the operation of the Owner A Building, including, without limitation, the Owner A Easement Facilities and Owner A Owned Facilities; and (C) any other areas in the Owner C Property as to which an Easement for use or Maintenance has been granted to Owner A, or the obligation to perform a service has been imposed by Section 9.1, or the option to perform a service is available to Owner A under Section 9.6.

(b) Owner A Property Structural Support.

(i) Owner B hereby grants to Owner A a non-exclusive easement in all Structural Supports located in or constituting a part of the Owner B Property for the support of (A) the Owner A Building, (B) any Facilities or areas located in the Owner B Property with respect to which Owner A is granted an Easement, and (C) any Owner A Owned Facilities.

(ii) Owner C hereby grants to Owner A a non-exclusive easement in all Structural Supports located in or constituting a part of the Owner C Property for the support of (A) the Owner A Building, (B) any Facilities or areas located in the Owner C Property with respect to which Owner A is granted an Easement, and (C) any Owner A Owned Facilities.

(c) Use of Facilities Benefiting Owner A Building.

(i) Owner B hereby grants to Owner A a non-exclusive easement for the use for their intended purpose of all Facilities (including, without limitation, the Shared Facilities but specifically excluding the Owner A Easement Facilities, for which an Easement is granted under Section 3.2(d)(i) below) which are (A) located in the Owner B Property, including Owner A Owned Facilities and Shared Facilities, and (B) connected to Facilities located in the Owner A Building which provide or are necessary to provide the Owner A Building with any utilities or other services necessary to the operation of the Owner A Building: (1) for the purpose of their intended use; and (2) to permit the exercise of the rights of self-help granted to Owner A pursuant to this Declaration or otherwise during any period in which said rights may be exercised.

(ii) Owner C hereby grants to Owner A a non-exclusive easement for the use for their intended purpose of all Facilities (including, without limitation, the Shared Facilities but specifically excluding the Owner A Easement Facilities, for which an Easement is granted under Section 3.2(d)(ii) below) which are (A) located in the Owner C Property, including Owner A Owned Facilities and Shared Facilities,

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and (B) connected to Facilities located in the Owner A Building which provide or are necessary to provide the Owner A Building with any utilities or other services necessary to the operation of the Owner A Building: (1) for the purpose of their intended use; and (2) to permit the exercise of the rights of self-help granted to Owner A pursuant to this Declaration or otherwise during any period in which said rights may be exercised.

(d) Owner A Easement Facilities.

(i) Owner B hereby grants to Owner A an exclusive easement for the Maintenance (but only if and when such Maintenance is required or permitted under this Declaration) and use of the Owner A Easement Facilities located in the Owner B Property, subject to the rights of Owner B set forth in Section 9.6(a).

(ii) Owner C hereby grants to Owner A an exclusive easement for the Maintenance (but only if and when such Maintenance is required or permitted under this Declaration) and use of the Owner A Easement Facilities located in the Owner C Property, subject to the rights of Owner C set forth in Section 9.6(a).

(e) Owner A Building Common Walls, Ceilings and Floors.

(i) Owner B hereby grants to Owner A a non-exclusive easement for support, enclosure, use and Maintenance with respect to those Common Walls, Floors and Ceilings existing or constructed in and along the boundaries of the Owner A Parcel and the Owner B Parcel, which also serve as Common Walls, Ceilings or Floors for the Owner A Building.

(ii) Owner C hereby grants to Owner A a non-exclusive easement for support, enclosure, use and Maintenance with respect to those Common Walls, Floors and Ceilings existing or constructed in and along the boundaries of the Owner A Parcel and the Owner C Parcel, which also serve as Common Walls, Ceilings or Floors for the Owner A Building.

(f) Utilities.

(i) Owner B hereby grants to Owner A (and if requested by the applicable Utility Company, to such Utility Company) non-exclusive easements for utility purposes required by the Owner A Property in those areas of the Owner B Property where such utilities are currently located or may hereafter be located pursuant the Plans.

(ii) Owner C hereby grants to Owner A (and if requested by the applicable Utility Company, to such Utility Company) non-exclusive easements for utility purposes required by the Owner A Property in those areas of the Owner C Property where such utilities are currently located or may hereafter be located pursuant the Plans.

(g) Owner A Building Encroachments.

(i) Owner B hereby grants to Owner A an easement permitting the existence of encroachments if such encroachments presently exist or are replaced in the same location or result from the construction of the Tower Building or if, by reason of any settlement or shifting of the Tower Building, any part of the Owner A Building or Owner A Owned Facilities not currently located within the Owner B Parcel encroaches or shall hereafter encroach upon any of the Owner B Parcel. This Easement shall exist only so long as the encroachment portion of the Owner A Building or such Facilities continues to exist, or

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replacements are made in the same location which do not enlarge the encroachment. No such encroachment shall be placed where such encroachment is not permitted or did not previously exist or is deliberately, materially enlarged.

(ii) Owner C hereby grants to Owner A an easement permitting the existence of encroachments if such encroachments presently exist or are replaced in the same location or result from the construction of the Tower Building or if, by reason of any settlement or shifting of the Tower Building, any part of the Owner A Building or Owner A Owned Facilities not currently located within the Owner C Parcel encroaches or shall hereafter encroach upon any of the Owner C Parcel. This Easement shall exist only so long as the encroachment portion of the Owner A Building or such Facilities continues to exist, or replacements are made in the same location which do not enlarge the encroachment. No such encroachment shall be placed where such encroachment is not permitted or did not previously exist or is deliberately, materially enlarged.

(h) Exterior Maintenance.

(i) Owner B hereby grants to Owner A, to the extent needed, a non-exclusive easement for ingress and egress of Persons, machines, materials and equipment on the exterior of the Owner B Building to the extent reasonably necessary to permit window washing and exterior Maintenance, repair and restoration of the Façade of the Owner A Building. The Owners shall cooperate in coordinating access and exterior staging in order to implement the provisions of this Section 3.2(h)(i).

(ii) Owner C hereby grants to Owner A, to the extent needed, a non-exclusive easement for ingress and egress of Persons, machines, materials and equipment on the exterior of the Owner C Building to the extent reasonably necessary to permit window washing and exterior Maintenance, repair and restoration of the Façade of the Owner A Building. The Owners shall cooperate in coordinating access and exterior staging in order to implement the provisions of this Section 3.2(h)(ii).

(i) Owner A Owned Facilities.

(i) Owner B hereby grants to Owner A an easement permitting the existence, attachment and Maintenance of Owner A Owned Facilities in the Owner B Property in locations now existing (or shown on the Plans) or in locations resulting from the construction of the Building or in the Owner B Property mutually acceptable to Owner B and Owner A.

(ii) Owner C hereby grants to Owner A an easement permitting the existence, attachment and Maintenance of Owner A Owned Facilities in the Owner C Property in locations now existing (or shown on the Plans) or in locations resulting from the construction of the Building or in the Owner C Property mutually acceptable to Owner C and Owner A.

(j) Shared Facilities.

(i) Owner B does hereby grant unto Owner A a non-exclusive easement with respect to Persons, material and equipment to permit the continued use, operation of the Shared Facilities and the Maintenance of connections to the Shared Facilities by Owner A and its Permittees as is necessary or desirable for the use and operation of the Owner A Building by Owner A (the foregoing to include the right to maintain any ductwork, wiring, equipment or other connections through the Common Walls, Floors and Ceilings as are necessary or appropriate to enable Owner A to maintain and continue to use and connect to the Shared Facilities). In furtherance of the rights under this Section 3.2(j)(i), Owner A shall have the right (but

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not be obligated) to enter the Owner B Building at all reasonable times accompanied by a representative of Owner B (it being agreed that in either the event of an Emergency Situation or if Owner B declines to have a representative present, then Owner A, its agents, contractors or their respective employees shall not be required to be accompanied by a representative of Owner B) for the purpose of (x) obtaining necessary access to the Shared Facilities and/or (y) facilitating the use or operation of the Shared Facilities; provided, however, that Owner A shall exercise commercially reasonable efforts to minimize interference with the use and operation of the Owner B Building in the exercise of the foregoing rights of Owner A. The foregoing shall include, without limitation, the right, upon reasonable prior notice to and upon the consent of Owner B (which consent shall not be unreasonably withheld, delayed or conditioned), to schedule and temporarily shut down the Shared Facilities (which shall be shut down in cooperation with Owner B as to timing, nature and manner of any interruption or stoppage of services or utilities in order to minimize the impact of any such shut-down of the Owner B Building and its Occupants) in connection with the Maintenance of the Shared Facilities for which Owner A is responsible pursuant to this Declaration. Owner B agrees that it shall, at Owner A's sole cost and expense, sign any applications for governmental permits, including, without limitation, alteration permits, as Owner A may reasonably require in connection with its connection to the Shared Facilities, provided, that in no event shall Owner B be liable for any loss or damage resulting from the performance by Owner A of any work in connection with the foregoing work or incur any liability under any document executed by Owner B in that regard (unless such liability arises as a result of the gross negligence or willful misconduct of Owner B).

(ii) Owner C does hereby grant unto Owner A a non-exclusive easement with respect to Persons, material and equipment to permit the continued use, operation of the Shared Facilities and the Maintenance of connections to the Shared Facilities by Owner A and its Permittees as is necessary or desirable for the use and operation of the Owner A Building by Owner A (the foregoing to include the right to maintain any ductwork, wiring, equipment or other connections through the Common Walls, Floors and Ceilings as are necessary or appropriate to enable Owner A to maintain and continue to use and connect to the Shared Facilities). In furtherance of the rights under this Section 3.2(j)(ii), Owner A shall have the right (but not be obligated) to enter the Owner C Building at all reasonable times accompanied by a representative of Owner C (it being agreed that in either the event of an Emergency Situation or if Owner C declines to have a representative present, then Owner A, its agents, contractors or their respective employees shall not be required to be accompanied by a representative of Owner C) for the purpose of (x) obtaining necessary access to the Shared Facilities and/or (y) facilitating the use or operation of the Shared Facilities; provided, however, that Owner A shall exercise commercially reasonable efforts to minimize interference with the use and operation of the Owner C Building in the exercise of the foregoing rights of Owner A. The foregoing shall include, without limitation, the right, upon reasonable prior notice to and upon the consent of Owner C (which consent shall not be unreasonably withheld, delayed or conditioned), to schedule and temporarily shut down the Shared Facilities (which shall be shut down in cooperation with Owner C as to timing, nature and manner of any interruption or stoppage of services or utilities in order to minimize the impact of any such shut-down of the Owner C Building and its Occupants) in connection with the Maintenance of the Shared Facilities for which Owner A is responsible pursuant to this Declaration. Owner C agrees that it shall, at Owner A's sole cost and expense, sign any applications for governmental permits, including, without limitation, alteration permits, as Owner A may reasonably require in connection with its connection to the Shared Facilities, provided, that in no event shall Owner C be liable for any loss or damage resulting from the performance by Owner A of any work in connection with the foregoing work or incur any liability under any document executed by Owner C in that regard (unless such liability arises as a result of the gross negligence or willful misconduct of Owner C).

ARTICLE 4

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EASEMENTS APPURTENANT TO OWNER B PROPERTY

4.1 In General. For the purposes of this Article 4, the following shall apply:

(A) Owner A and Owner C have granted, reserved, declared and created certain Easements more particularly described in this Article 3. The Easements in this Article 3 shall bind and be enforceable against Owner A and Owner C and their respective successors, grantees and assigns with respect to portions of the Owner A Property and Owner C Property that they own.

(B) The Easements granted by this Article 3 shall benefit Owner B and its successors, grantees, assigns and Permittees which own the Owner B Parcel or any interest therein.

(C) The Easements granted by this Article 3 shall bind and burden (i) the Owner A Property to the extent such Easements are granted by Owner A; and (ii) the Owner C Property to the extent such Easements are granted by Owner C. The Property owned by any such granting Owner shall, for the purposes of this Article 3, be deemed to be the servient tenement. Where only a portion of the Property of an Owner is bound and burdened by the Easement, only that portion shall be deemed to be the servient tenement.

(D) The Easements granted by this Article 3 are appurtenant to and shall benefit the Owner B Property, which shall, for the purposes of this Article 3 with respect to such Easement, be deemed to be the dominant tenement. Where only a portion of the Owner B Property is so benefited, only that portion shall be deemed to be the dominant tenement. No property other than the Owner B Property as it may exist from time to time in accordance with the terms of this Declaration, shall constitute part of the dominant tenement.

(E) Unless otherwise expressly provided in this Declaration, all Easements granted under this Article 3 are irrevocable and perpetual in nature.

(F) In exercising its rights created by an Easement granted under this Article 3, the Owner of the Owner B Property benefited by the Easement shall exercise commercially reasonable efforts to minimize the impact of its exercise on the Owners of the other Property burdened by the Easement, taking into consideration the impact of any disruption on the Owner of the other Property burdened by the Easement.

(G) Owner A may: (1) in connection with the Maintenance, repair or restoration of the Owner A Building, or (2) in an Emergency Situation; or (3) to prevent a dedication of or accruing of rights by the public in and to the use of any of the Owner A Property temporarily prevent, close-off or restrict the flow of pedestrian ingress, egress or use in, over, across and through any of the Easements, but only to the minimal extent and for the shortest time period reasonably necessary under the circumstances in order to minimize the effect on the Owner benefited by such Easement. Owner A may, from time to time, impose: (A) reasonable limitations on any other Owner's or any Permittee's use of an Easement providing for ingress and egress in, over, on, across and through the Property owned by Owner A described in this Article 4, including establishing paths of ingress and egress and hours of the day or days of the week during which any other Owner or Permittee may use such Easement; and (B) reasonable security controls consistent with the use of the Property of Owner A and any overall security system for such Property. In imposing any such limitations or controls, Owner A shall take into consideration the reasonable needs and requirements of the users of any applicable Easement as well as Owner B's needs and requirements.

(H) Owner C may: (1) in connection with the Maintenance, repair or restoration of the Owner C Building, or (2) in an Emergency Situation; or (3) to prevent a dedication of or accruing of rights by the public in and to the use of any of the Owner C Property temporarily prevent, close-off or restrict the flow

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of pedestrian ingress, egress or use in, over, across and through any of the Easements, but only to the minimal extent and for the shortest time period reasonably necessary under the circumstances in order to minimize the effect on the Owner benefited by such Easement. Owner C may, from time to time, impose: (A) reasonable limitations on any other Owner's or any Permittee's use of an Easement providing for ingress and egress in, over, on, across and through the Property owned by Owner C described in this Article 4, including establishing paths of ingress and egress and hours of the day or days of the week during which any other Owner or Permittee may use such Easement; and (B) reasonable security controls consistent with the use of the Property of Owner C and any overall security system for such Property. In imposing any such limitations or controls, Owner C shall take into consideration the reasonable needs and requirements of the users of any applicable Easement as well as Owner B's needs and requirements.

(I) Any disputes concerning the existence, location, nature, use and scope of any of the Easements granted under this Article 3 shall constitute Arbitrable Disputes.

(J) Any exclusive Easement granted under this Declaration shall in all events be subject to the concurrent use by the Owner of the servient estate as and only to the extent reasonably necessary for the Maintenance of the Property of the Owner of the servient estate, for exercise of rights of self-help granted under Section 9.6 and its rights under Article 12 or Article 16, or elsewhere in this Declaration and for other uses which do not unreasonably interfere with the exercise of the Easement granted. Any non-exclusive Easement granted under this Declaration shall in all events be subject to the concurrent use by the Owner of the servient estate for all uses which do not interfere with or materially adversely affect the right of the Owner of the dominant tenement.

4.2 Grant of Easements. The following Easements in favor of the Owner B Property are hereby granted:

(a) Ingress and Egress and Use.

(i) Owner A hereby grants to Owner B a non-exclusive easement for ingress and egress for Persons, material and equipment in, over, on, across and through the Owner A Property, including, without limitation, the Owner A Service Elevator, the Owner A Basement Parking Access Ramp, the Tower Building Basement Level Commercial Access Corridor and the Tower Building First Level Commercial Access Corridor, but only to the extent reasonably necessary for the use, operation and Maintenance (but only if and when such Maintenance is required or permitted under this Declaration) of (A) the Owner B Building, (B) any Facilities located in the Owner A Property which provide or are necessary to provide the Owner B Building with any utilities or other services necessary to the operation of the Owner B Building, including, without limitation, the Owner B Easement Facilities and Owner B Owned Facilities; and (C) any other areas in the Owner A Property as to which an Easement for use or Maintenance has been granted to Owner B, or the obligation to perform a service has been imposed by Section 9.1, or the option to perform a service is available to Owner B under Section 9.6.

(ii) Owner A hereby grants to Owner B a non-exclusive easement for ingress and egress for Persons and vehicles in, over, on, across and through, and for Maintenance of, the Owner A Commercial Driveway; provided, however, that (a) the use of the Owner A Commercial Driveway shall be restricted to drop-off, pick-up and valet parking services for Owner B and Owner B's Permittees; (b) under no circumstances shall the Owner A Commercial Driveway be used for vehicular parking; and (c) Owner B shall use commercial reasonable efforts to require that all vehicles turn off their engines or immediately exit the Owner A Commercial Driveway after dropping off their passengers.

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(iii) Owner A hereby grants to Owner B a non-exclusive easement for ingress and egress for Owner B and its Permittees in, over, on, across and through, and for use of the Owner A North Terrace; provided, however, that:

(a) Owner B's use of the Owner A North Terrace shall be limited to not more than ninety (90) days in any calendar year and not more than ten (10) days during any calendar month;

(b) Owner B shall obtain the prior written consent of Owner A for such use, which consent shall not be unreasonably withheld or delayed; provided, however, it shall be reasonable for Owner A to withhold its consent if Owner B's use of the Owner A North Terrace will not satisfy all of the other conditions of Section 4.2(a)(iii);

(c) Prior to use of the Owner A North Terrace, Owner B shall pay to Owner A the North Terrace Event Area Fee and deliver a certificate of insurance to Owner A that complies with the requirements of Section 11.1 of this Declaration;

(d) Owner B's use of the Owner A North Terrace shall comply with all applicable Laws, including, without limitation, Laws related to the service of alcoholic beverages, and Owner B shall obtain, at Owner B's sole cost and expense, all permits required under applicable Laws for Owner B's use of the Owner A North Terrace;

(e) Owner B's use of the Owner A North Terrace shall be restricted to the hours of 8:00 a.m. to midnight, Chicago time; provided, however, that live music, theatre, entertainment and amusement activities shall only be permitted between the hours of 8:00 a.m. and 8:00 p.m. Chicago time, and provided further, that such live music, theatre, entertainment and amusement activities must be conducted within an enclosed tent or other structure approved by Owner A pursuant to Section 4.2(a)(iii)(f) hereof;

(f) Owner B shall not install any tent or other structure on the Owner A North Terrace without Owner A's consent, which consent shall not be unreasonably withheld or delayed. To facilitate Owner A's review of Owner B's request, Owner B shall provide Owner A with reasonably detailed written information regarding the proposed tent or structure to enable Owner A to review such request, including, without limitation, location, size, material, method of attachment to the Owner A North Terrace, lighting, and contact information and insurance in respect of the Person supplying and installing such tent or structure.

(g) Any approved tent or other structure may be erected on the Owner A North Terrace for a maximum of three (3) days per event (not including a maximum of two (2) days' time, or such lesser time as may actually be required, to erect and disassemble such structure or tent);

(h) All furniture and equipment that Owner B uses or installs in or on the Owner A North Terrace shall be consistent in quality and appearance with that of a first class residential/commercial development in the Chicago metropolitan area; any food service provided in conjunction with Owner B's use of the Owner A North Terrace shall be consistent in quality and service with that provided by a full service, sit down, white table cloth restaurant;

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(i) Promptly after the expiration Owner B's use of the Owner A North Terrace, Owner B shall, at Owner B's sole cost and expense: (i) disassemble and remove and tent or other structure; (ii) clean the Owner A North Terrace including, without limitation, removal and proper disposal of all refuse and trash generated as a result of Owner B's use of the Owner A North Terrace; (iii) restore the Owner A North Terrace, including, without limitation, any landscaping located on the Owner A North Terrace, to the condition it was in prior to Owner B's use of the Owner A North Terrace; and (iv) restore any other areas of the Owner A Exterior Common Area, including, without limitation, any landscaping located on the Owner A Exterior Common Area, to the condition it was in prior to Owner B's use of the Owner A North Terrace;

(j) the indemnity and insurance requirements of Section 10.1 and Section 11.1 of this Declaration shall apply to Owner B's use of the Owner A North Terrace.

(iv) Owner A hereby grants to Owner B an exclusive easement for ingress and egress and use for Owner B and its Permittees in, over, on, across and through, and for use of the Owner B South Terrace Easement Area; provided, however, that:

(a) such easement is solely for ingress and egress to the Owner B Building by Persons, and for outdoor seating and dining purposes for Owner B's Permittees in conjunction with use of the Owner B Property for restaurant use, and the easement for outdoor seating and dining purposes shall automatically terminate and be of no force and effect upon the date, if ever, that Owner B ceases to use the Owner B Property for restaurant use;

(b) Owner B's use of the Owner B South Terrace Easement Area shall comply with all applicable Laws, including, without limitation, Laws related to the service of alcoholic beverages, and Owner B shall obtain, at Owner B's sole cost and expense, all permits required under applicable Laws for Owner B's use of the Owner B South Terrace Easement Area;

(c) Owner B's use of the Owner B South Terrace Easement Area for outdoor seating and dining purposes shall be restricted to the hours of operation of the restaurant operated in the Owner B Property but in no event, shall Owner B be permitted to use the Owner B South Terrace Easement Area for outdoor seating and dining purposes between the hours of midnight and 8:00 a.m., Chicago time;

(d) All furniture and equipment that Owner B uses or installs in or on the Owner B South Terrace Easement Area shall be consistent in quality and service with that provided by a full service, sit down, white table cloth restaurant and shall be removed from the Owner B South Terrace Easement Area and stored on the Owner B Property during seasons when the Owner B South Terrace Easement Area is not in use;

(e) Owner B shall not install any canopy, tent, trash receptacle, lighting, landscaping or other structure on the Owner B South Terrace Easement Area without Owner A's consent, which consent shall not be unreasonably withheld or delayed. To facilitate Owner A's review of Owner B's request, Owner B shall provide Owner A with reasonably detailed written information regarding the proposed canopy, tent or structure to enable

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Owner A to review such request, including, without limitation, location, size, material, method of attachment to the Owner B Building or Owner A South Terrace, as applicable;

(f) Owner B shall install trash receptacles on the Owner B South Terrace Easement Area, at Owner B's sole cost and expense, and on a daily basis, or more frequently as trash receptacles are filled, Owner B shall, at Owner B's sole cost and expense, remove and properly dispose of all refuse and trash generated as a result of Owner B's use of the Owner B South Terrace Easement Area;

(g) No live music, theatre, entertainment and or other type of amusement activity shall be permitted on the Owner B South Terrace Easement Area; and

(h) the indemnity and insurance requirements of Section 10.1 and Section 11.1 of this Declaration shall apply to Owner B's use of the Owner B South Terrace Easement Area.

(v) Owner A hereby grants to Owner B a non-exclusive easement for ingress and egress for Persons and vehicles in, over, on, across and through, and for Maintenance of, the Tower Building Shared Commercial Loading Area, during the hours of 6:00 a.m. to 7:00 p.m. daily; provided, however, that, during any time that the Owner B Property is used for restaurant purposes: (a) no goods or merchandise shall be delivered to Owner B or its Permittees or deposited on the Tower Building Shared Commercial Loading Area unless an employee or representative of Owner B or its Permittee is present at the Tower Building Shared Commercial Loading Area to receive such goods and merchandise; (b) all goods and merchandise intended for delivery to Owner B or its Permittee shall be packaged so as to prevent leaking, spilling, spoilage, odors or infestation; (c) Owner B or its Permittee, at their sole cost and expense, shall clean, remove, and restore any damage to the Property that may result from improperly packaged merchandise; (d) no temporary storage of goods and merchandise shall be permitted on the Tower Building Shared Commercial Loading Area; (e) upon delivery, Owner B or its Permittee shall promptly transfer all goods and merchandise to the Owner B Property for proper storage and handling; and (f) Owner B shall be solely responsible for the security of all goods and merchandise delivered to Owner B at the Tower Building Shared Commercial Loading Area.

(vi) Owner A hereby grants to Owner B a non-exclusive easement for storage purposes and for ingress and egress for Persons and vehicles in, over, on, across and through, and for Maintenance of, the Wet Refuse Area.

(vii) Owner A hereby grants to Owner B a non-exclusive easement over, on, across and through a pad site at the north east corner of the Owner A Exterior Common Area, approximately one hundred (100) square feet in size, for use and Maintenance of an identification sign, the precise location of which shall be determined by Owner A and Owner B, and which shall be subject to the requirements of Section 10.6 hereof.

(viii) Owner C hereby grants to Owner B a non-exclusive easement for ingress and egress for Persons, material and equipment in, over, on, across and through the Owner C Property, but only to the extent reasonably necessary for the use, operation and Maintenance (but only if and when such Maintenance is required or permitted under this Declaration) of (A) the Owner B Building, (B) any Facilities located in the Owner C Property which provide or are necessary to provide the Owner B Building with any utilities or other services necessary to the operation of the Owner B Building, including, without limitation, the Owner B Easement Facilities and Owner B Owned Facilities; and (C) any other areas in the Owner C

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Property as to which an Easement for use or Maintenance has been granted to Owner B, or the obligation to perform a service has been imposed by Section 9.1, or the option to perform a service is available to Owner B under Section 9.6.

(b) Owner B Property Structural Support.

(i) Owner A hereby grants to Owner B a non-exclusive easement in all Structural Supports located in or constituting a part of the Owner A Property for the support of (A) the Owner B Building, (B) any Facilities or areas located in the Owner A Property with respect to which Owner B is granted an Easement, and (C) any Owner B Owned Facilities.

(ii) Owner C hereby grants to Owner B a non-exclusive easement in all Structural Supports located in or constituting a part of the Owner C Property for the support of (A) the Owner B Building, (B) any Facilities or areas located in the Owner C Property with respect to which Owner B is granted an Easement, and (C) any Owner B Owned Facilities.

(c) Use of Facilities Benefiting the Owner B Building.

(i) Owner A hereby grants to Owner B a non-exclusive easement for the use for their intended purpose of all Facilities (including, without limitation, the Shared Facilities but specifically excluding the Owner B Easement Facilities, for which an Easement is granted under Section 4.2(d)(i) below) which are (A) located in the Owner A Property, including Owner B Owned Facilities and Shared Facilities, and (B) connected to Facilities located in the Owner B Building which provide or are necessary to provide the Owner B Building with any utilities or other services necessary to the operation of the Owner B Building: (1) for the purpose of their intended use; and (2) to permit the exercise of the rights of self-help granted to Owner B pursuant to this Declaration or otherwise during any period in which said rights may be exercised.

(ii) Owner C hereby grants to Owner B a non-exclusive easement for the use for their intended purpose of all Facilities (including, without limitation, the Shared Facilities but specifically excluding the Owner B Easement Facilities, for which an Easement is granted under Section 4.2(d)(ii) below) which are (A) located in the Owner C Property, including Owner B Owned Facilities and Shared Facilities, and (B) connected to Facilities located in the Owner B Building which provide or are necessary to provide the Owner B Building with any utilities or other services necessary to the operation of the Owner B Building: (1) for the purpose of their intended use; and (2) to permit the exercise of the rights of self-help granted to Owner B pursuant to this Declaration or otherwise during any period in which said rights may be exercised.

(d) Owner B Easement Facilities.

(i) Owner A hereby grants to Owner B an exclusive easement for the Maintenance (but only if and when such Maintenance is required or permitted under this Declaration) and use of the Owner B Easement Facilities located in the Owner A Property, subject to the rights of Owner A set forth in Section 9.6(a).

(ii) Owner C hereby grants to Owner B an exclusive easement for the Maintenance (but only if and when such Maintenance is required or permitted under this Declaration) and use of the Owner B Easement Facilities located in the Owner C Property, subject to the rights of Owner C set forth in Section 9.6(a).

(e) Owner B Building Common Walls, Floors and Ceilings.

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(i) Owner A hereby grants to Owner B a non-exclusive easement for support, enclosure, use and Maintenance with respect to those Common Walls, Floors and Ceilings existing or constructed in and along the boundaries of the Owner A Parcel and the Owner B Parcel, which also serve as Common Walls, Ceilings or Floors for the Owner B Building.

(i) Owner C hereby grants to Owner B a non-exclusive easement for support, enclosure, use and Maintenance with respect to those Common Walls, Floors and Ceilings existing or constructed in and along the boundaries of the Owner B Parcel and the Owner C Parcel, which also serve as Common Walls, Ceilings or Floors for the Owner B Building.

(f) Utilities.

(i) Owner A hereby grants to Owner B (and if requested by the applicable Utility Company, to such Utility Company) non-exclusive easements for utility purposes required by the Owner B Property in those areas of the Owner A Property where such utilities are currently located or may hereafter be located pursuant to the Plans.

(ii) Owner C hereby grants to Owner B (and if requested by the applicable Utility Company, to such Utility Company) non-exclusive easements for utility purposes required by the Owner B Property in those areas of the Owner C Property where such utilities are currently located or may hereafter be located pursuant to the Plans.

(g) Owner B Building Encroachments.

(i) Owner A hereby grants to Owner B an easement permitting the existence of encroachments if such encroachments presently exist or are replaced in the same location or result from the construction of the Tower Building or if, by reason of any settlement or shifting of the Tower Building, any part of the Owner B Building or Owner B Owned Facilities not currently located within the Owner A Parcel encroaches or shall hereafter encroach upon any of the Owner A Parcel. This Easement shall exist only so long as the encroachment portion of the Owner B Building or such Facilities continues to exist, or replacements are made in the same location which do not enlarge the encroachment. No such encroachment shall be placed where such encroachment is not permitted or did not previously exist or is deliberately, materially enlarged.

(ii) Owner C hereby grants to Owner B an easement permitting the existence of encroachments if such encroachments presently exist or are replaced in the same location or result from the construction of the Tower Building or if, by reason of any settlement or shifting of the Tower Building, any part of the Owner B Building or Owner B Owned Facilities not currently located within the Owner C Parcel encroaches or shall hereafter encroach upon any of the Owner C Parcel. This Easement shall exist only so long as the encroachment portion of the Owner B Building or such Facilities continues to exist, or replacements are made in the same location which do not enlarge the encroachment. No such encroachment shall be placed where such encroachment is not permitted or did not previously exist or is deliberately, materially enlarged.

(h) Exterior Maintenance.

(i) Owner A hereby grants to Owner B, to the extent needed, a non-exclusive easement for ingress and egress of Persons, machines, materials and equipment on the exterior of the Owner

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A Building to the extent reasonably necessary to permit window washing and exterior Maintenance, repair and restoration of the Façade of the Owner B Building. The Owners shall cooperate in coordinating access and exterior staging in order to implement the provisions of this Section 4.2(h)(i).

(ii) Owner C hereby grants to Owner B, to the extent needed, a non-exclusive easement for ingress and egress of Persons, machines, materials and equipment on the exterior of the Owner C Building to the extent reasonably necessary to permit window washing and exterior Maintenance, repair and restoration of the Façade of the Owner B Building. The Owners shall cooperate in coordinating access and exterior staging in order to implement the provisions of this Section 4.2(h)(ii).

(i) Owner B Owned Facilities.

(i) Owner A hereby grants to Owner B an easement permitting the existence, attachment and Maintenance of Owner B Owned Facilities in the Owner A Property in locations now existing (or shown on the Plan) or in locations resulting from the construction of the Building or in the Owner A Property mutually acceptable to Owner B and Owner A.

(ii) Owner C hereby grants to Owner B an easement permitting the existence, attachment and Maintenance of Owner B Owned Facilities in the Owner C Property in locations now existing (or shown on the Plans) or in locations resulting from the construction of the Building or in the Owner C Property mutually acceptable to Owner C and Owner B.

(j) Shared Facilities.

(i) Owner A does hereby grant unto Owner B a non-exclusive easement with respect to Persons, material and equipment to permit the continued use, operation of the Shared Facilities and the Maintenance of connections to the Shared Facilities by Owner B and its Permittees as is necessary or desirable for the use and operation of the Owner B Building by Owner B (the foregoing to include the right to maintain any ductwork, wiring, equipment or other connections through the Common Walls, Floors and Ceilings as are necessary or appropriate to enable Owner B to maintain and continue to use and connect to the Shared Facilities). In furtherance of the rights under this Section 4.2(i)(i), Owner B shall have the right (but not be obligated) to enter the Owner A Building at all reasonable times accompanied by a representative of Owner A (it being agreed that in either the event of an Emergency Situation or if Owner A declines to have a representative present, then Owner B, its agents, contractors or their respective employees shall not be required to be accompanied by a representative of Owner A) for the purpose of (x) obtaining necessary access to the Shared Facilities and/or (y) facilitating the use or operation of the Shared Facilities; provided, however, that Owner B shall exercise commercially reasonable efforts to minimize interference with the use and operation of the Owner A Building in the exercise of the foregoing rights of Owner B. The foregoing shall include, without limitation, the right, upon reasonable prior notice to and upon the consent of Owner A (which consent shall not be unreasonably withheld, delayed or conditioned), to schedule and temporarily shut down the Shared Facilities (which shall be shut down in cooperation with Owner A as to timing, nature and manner of any interruption or stoppage of services or utilities in order to minimize the impact of any such shut-down of the Owner A Building and its Occupants) in connection with the Maintenance of the Shared Facilities for which Owner B is responsible pursuant to this Declaration. Owner A agrees that it shall, at Owner B's sole cost and expense, sign any applications for governmental permits, including, without limitation, alteration permits, as Owner B may reasonably require in connection with its connection to the Shared Facilities, provided, that in no event shall Owner A be liable for any loss or damage resulting from the performance by Owner B of any work in connection with the foregoing work or incur any liability under any

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document executed by Owner A in that regard (unless such liability arises as a result of the gross negligence or willful misconduct of Owner A).

(ii) Owner C does hereby grant unto Owner B a non-exclusive easement with respect to Persons, material and equipment to permit the continued use, operation of the Shared Facilities and the Maintenance of connections to the Shared Facilities by Owner B and its Permittees as is necessary or desirable for the use and operation of the Owner B Building by Owner B (the foregoing to include the right to maintain any ductwork, wiring, equipment or other connections through the Common Walls, Floors and Ceilings as are necessary or appropriate to enable Owner B to maintain and continue to use and connect to the Shared Facilities). In furtherance of the rights under this Section 4.2(j)(ii), Owner B shall have the right (but not be obligated) to enter the Owner C Building at all reasonable times accompanied by a representative of Owner C (it being agreed that in either the event of an Emergency Situation or if Owner C declines to have a representative present, then Owner B, its agents, contractors or their respective employees shall not be required to be accompanied by a representative of Owner C) for the purpose of (x) obtaining necessary access to the Shared Facilities and/or (y) facilitating the use or operation of the Shared Facilities; provided, however, that Owner B shall exercise commercially reasonable efforts to minimize interference with the use and operation of the Owner C Building in the exercise of the foregoing rights of Owner B. The foregoing shall include, without limitation, the right, upon reasonable prior notice to and upon the consent of Owner C (which consent shall not be unreasonably withheld, delayed or conditioned), to schedule and temporarily shut down the Shared Facilities (which shall be shut down in cooperation with Owner C as to timing, nature and manner of any interruption or stoppage of services or utilities in order to minimize the impact of any such shut-down of the Owner C Building and its Occupants) in connection with the Maintenance of the Shared Facilities for which Owner B is responsible pursuant to this Declaration. Owner C agrees that it shall, at Owner B's sole cost and expense, sign any applications for governmental permits, including, without limitation, alteration permits, as Owner B may reasonably require in connection with its connection to the Shared Facilities, provided, that in no event shall Owner C be liable for any loss or damage resulting from the performance by Owner B of any work in connection with the foregoing work or incur any liability under any document executed by Owner C in that regard (unless such liability arises as a result of the gross negligence or willful misconduct of Owner C).

ARTICLE 5

EASEMENTS APPURTENANT TO OWNER C PROPERTY

5.1 In General. For the purposes of this Article 5, the following shall apply:

(A) Owner A and Owner B have granted, reserved, declared and created certain Easements more particularly described in this Article 3. The Easements in this Article 3 shall bind and be enforceable against Owner A and Owner B and their respective successors, grantees and assigns with respect to portions of the Owner A Property and Owner B Property that they own.

(B) The Easements granted by this Article 3 shall benefit Owner C and its successors, grantees, assigns and Permittees which own the Owner C Parcel or any interest therein.

(C) The Easements granted by this Article 3 shall bind and burden (i) the Owner A Property to the extent such Easements are granted by Owner A; and (ii) the Owner B Property to the extent such Easements are granted by Owner B. The Property owned by any such granting Owner shall, for the

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purposes of this Article 3, be deemed to be the servient tenement. Where only a portion of the Property of an Owner is bound and burdened by the Easement, only that portion shall be deemed to be the servient tenement.

(D) The Easements granted by this Article 3 are appurtenant to and shall benefit the Owner B Property, which shall, for the purposes of this Article 3 with respect to such Easement, be deemed to be the dominant tenement. Where only a portion of the Owner C Property is so benefited, only that portion shall be deemed to be the dominant tenement. No property other than the Owner C Property as it may exist from time to time in accordance with the terms of this Declaration, shall constitute part of the dominant tenement.

(E) Unless otherwise expressly provided in this Declaration, all Easements granted under this Article 3 are irrevocable and perpetual in nature.

(F) In exercising its rights created by an Easement granted under this Article 3, the Owner of the Owner C Property benefited by the Easement shall exercise commercially reasonable efforts to minimize the impact of its exercise on the Owners of the other Property burdened by the Easement, taking into consideration the impact of any disruption on the Owner of the other Property burdened by the Easement.

(G) Owner A may: (1) in connection with the Maintenance, repair or restoration of the Owner A Building, or (2) in an Emergency Situation; or (3) to prevent a dedication of or accruing of rights by the public in and to the use of any of the Owner A Property temporarily prevent, close-off or restrict the flow of pedestrian ingress, egress or use in, over, across and through any of the Easements, but only to the minimal extent and for the shortest time period reasonably necessary under the circumstances in order to minimize the effect on the Owner benefited by such Easement. Owner A may, from time to time, impose: (A) reasonable limitations on any other Owner's or any Permittee's use of an Easement providing for ingress and egress in, over, on, across and through the Property owned by Owner A described in this Article 5, including establishing paths of ingress and egress and hours of the day or days of the week during which any other Owner or Permittee may use such Easement; and (B) reasonable security controls consistent with the use of the Property of Owner A and any overall security system for such Property. In imposing any such limitations or controls, Owner A shall take into consideration the reasonable needs and requirements of the users of any applicable Easement as well as Owner C's needs and requirements.

(H) Owner B may: (1) in connection with the Maintenance, repair or restoration of the Owner B Building, or (2) in an Emergency Situation; or (3) to prevent a dedication of or accruing of rights by the public in and to the use of any of the Owner B Property temporarily prevent, close-off or restrict the flow of pedestrian ingress, egress or use in, over, across and through any of the Easements, but only to the minimal extent and for the shortest time period reasonably necessary under the circumstances in order to minimize the effect on the Owner benefited by such Easement. Owner B may, from time to time, impose: (A) reasonable limitations on any other Owner's or any Permittee's use of an Easement providing for ingress and egress in, over, on, across and through the Property owned by Owner B described in this Article 5, including establishing paths of ingress and egress and hours of the day or days of the week during which any other Owner or Permittee may use such Easement; and (B) reasonable security controls consistent with the use of the Property of Owner B and any overall security system for such Property. In imposing any such limitations or controls, Owner C shall take into consideration the reasonable needs and requirements of the users of any applicable Easement as well as Owner C's needs and requirements.

(I) Any disputes concerning the existence, location, nature, use and scope of any of the Easements granted under this Article 3 shall constitute Arbitrable Disputes.

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(J) Any exclusive Easement granted under this Declaration shall in all events be subject to the concurrent use by the Owner of the servient estate as and only to the extent reasonably necessary for the Maintenance of the Property of the Owner of the servient estate, for exercise of rights of self-help granted under Section 9.6 and its rights under Article 12 or Article 16, or elsewhere in this Declaration and for other uses which do not unreasonably interfere with the exercise of the Easement granted. Any non-exclusive Easement granted under this Declaration shall in all events be subject to the concurrent use by the Owner of the servient estate for all uses which do not interfere with or materially adversely affect the right of the Owner of the dominant tenement.

5.2 Grant of Easements. The following Easements in favor of the Owner C Property are hereby granted:

(a) Ingress and Egress and Use.

(i) Owner A hereby grants to Owner C a non-exclusive easement for ingress and egress for Persons, material and equipment in, over, on, across and through the Owner A Property, including, without limitation, the Owner A Service Elevator and the Tower Building Commercial Access Corridors and Stairways, but only to the extent reasonably necessary for the use, operation and Maintenance (but only if and when such Maintenance is required or permitted under this Declaration) of (A) the Owner C Building, (B) any Facilities located in the Owner A Property which provide or are necessary to provide the Owner C Building with any utilities or other services necessary to the operation of the Owner C Building, including, without limitation, the Owner C Easement Facilities and Owner C Owned Facilities; and (C) any other areas in the Owner A Property as to which an Easement for use or Maintenance has been granted to Owner C, or the obligation to perform a service has been imposed by Section 9.1, or the option to perform a service is available to Owner C under Section 9.6.

(ii) Owner A hereby grants to Owner C a non-exclusive easement for ingress and egress for Persons and vehicles in, over, on, across and through the Owner A Commercial Driveway; provided, however, that (a) the use of the Owner A Commercial Driveway shall be restricted to drop-off, pick-up and valet parking services for Owner B's Permittees; (b) under no circumstances shall the Owner A Commercial Driveway be used for vehicular parking; and (c) Owner C shall use commercial reasonable efforts to require that all vehicles turn off their engines or immediately exit the Owner A Commercial Driveway after dropping off their passengers.

(iii) Owner A hereby grants to Owner C an exclusive easement for ingress and egress and use for Owner B and its Permittees in, over, on, across and through, and for use of the Owner C South Terrace Easement Area; provided, however, that:

(a) such easement is solely for ingress and egress to the Owner C Building by Persons, and for outdoor seating and dining purposes for Owner C's Permittees in conjunction with use of the Owner C Property, if ever, for restaurant use, and the easement for outdoor seating and dining purposes shall automatically terminate and be of no force and effect upon the date, if ever, that Owner C ceases to use the Owner C Property for restaurant use;

(b) Owner C's use of the Owner C South Terrace Easement Area shall comply with all applicable Laws, including, without limitation, Laws related to the service of alcoholic beverages, and Owner C shall obtain, at Owner C's sole cost and expense, all

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permits required under applicable Laws for Owner C's use of the Owner C South Terrace Easement Area;

(c) Owner C's use of the Owner C South Terrace Easement Area for outdoor seating and dining purposes shall be restricted to the hours of operation of the restaurant operated in the Owner C Property but in no event, shall Owner C be permitted to use the Owner C South Terrace Easement Area for outdoor seating and dining purposes between the hours of midnight and 8:00 a.m., Chicago time;

(d) All furniture and equipment that Owner C uses or installs in or on the Owner C South Terrace Easement Area shall be consistent in quality and service with that provided by a full service, sit down, white table cloth restaurant and shall be removed from the Owner C South Terrace Easement Area and stored on the Owner C Property during seasons when the Owner C South Terrace Easement Area is not in use;

(e) Owner C shall not install any canopy, tent, trash receptacle, lighting, landscaping or other structure on the Owner C South Terrace Easement Area without Owner A's consent, which consent shall not be unreasonably withheld or delayed. To facilitate Owner A's review of Owner C's request, Owner C shall provide Owner A with reasonably detailed written information regarding the proposed canopy, tent or structure to enable Owner A to review such request, including, without limitation, location, size, material, method of attachment to the Owner C Building or Owner A South Terrace, as applicable;

(f) Owner C shall install trash receptacles on the Owner C South Terrace Easement Area, at Owner C's sole cost and expense, and on a daily basis, or more frequently as trash receptacles are filled, Owner C shall, at Owner C's sole cost and expense, remove and properly dispose of all refuse and trash generated as a result of Owner C's use of the Owner C South Terrace Easement Area;

(g) No live music, theatre, entertainment and or other type of amusement activity shall be permitted on the Owner C South Terrace Easement Area; and

(h) the indemnity and insurance requirements of Section 10.1 and Section 11.1 of this Declaration shall apply to Owner C's use of the Owner C South Terrace Easement Area.

(iv) Owner A hereby grants to Owner C a non-exclusive easement for ingress and egress for Persons and vehicles in, over, on, across and through the Tower Building Shared Commercial Loading Area, during the hours of 6:00 a.m. to 7:00 p.m. daily; provided, however, that, if at any time the Owner C Property is used for restaurant purposes: (a) no goods and merchandise shall be delivered to Owner C or its Permittees or deposited on the Tower Building Shared Commercial Loading Area unless an employee or representative of Owner C or its Permittee is present at the Tower Building Shared Commercial Loading Area to receive such goods and merchandise; (b) all goods and merchandise intended for delivery to Owner C or its Permittee shall be packaged so as to prevent leaking, spilling, spoilage, odors or infestation; (c) Owner C or its Permittee, at their sole cost and expense, shall clean, remove, and restore any damage to the Property that may result from improperly packaged merchandise; (d) no temporary storage of goods and merchandise shall be permitted on the Tower Building Shared Commercial Loading Area; upon delivery, Owner C or its Permittee shall promptly transfer all goods and merchandise to the Owner C Property for proper storage and

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handling; and (e) Owner C shall be solely responsible for the security of all goods and merchandise delivered to Owner C at the Tower Building Shared Commercial Loading Area.

(v) Owner B hereby grants to Owner C a non-exclusive easement for ingress and egress for Persons, material and equipment in, over, on, across and through the Owner B Property, but only to the extent reasonably necessary for the use, operation and Maintenance (but only if and when such Maintenance is required or permitted under this Declaration) of (A) the Owner C Building, (B) any Facilities located in the Owner B Property which provide or are necessary to provide the Owner C Building with any utilities or other services necessary to the operation of the Owner C Building, including, without limitation, the Owner C Easement Facilities and Owner C Owned Facilities; and (C) any other areas in the Owner B Property as to which an Easement for use or Maintenance has been granted to Owner C, or the obligation to perform a service has been imposed by Section 9.1, or the option to perform a service is available to Owner C under Section 9.3.

(vi) Owner A hereby grants to Owner C a non-exclusive easement for storage purposes and for ingress and egress for Persons and vehicles in, over, on, across and through the Wet Refuse Area.

(b) Owner C Property Structural Support.

(i) Owner A hereby grants to Owner C a non-exclusive easement in all Structural Supports located in or constituting a part of the Owner A Property for the support of (A) the Owner C Building, (B) any Facilities or areas located in the Owner A Property with respect to which Owner C is granted an Easement, and (C) any Owner C Owned Facilities.

(ii) Owner B hereby grants to Owner C a non-exclusive easement in all Structural Supports located in or constituting a part of the Owner C Property for the support of (A) the Owner C Building, (B) any Facilities or areas located in the Owner B Property with respect to which Owner C is granted an Easement, and (C) any Owner C Owned Facilities.

(c) Use of Facilities Benefiting the Owner C Building.

(i) Owner A hereby grants to Owner C a non-exclusive easement for the use for their intended purpose of all Facilities (including, without limitation, the Shared Facilities but specifically excluding the Owner C Easement Facilities, for which an Easement is granted under Section 5.2(d)(i) below) which are (A) located in the Owner A Property, including Owner C Owned Facilities and Shared Facilities, and (B) connected to Facilities located in the Owner C Building which provide or are necessary to provide the Owner C Building with any utilities or other services necessary to the operation of the Owner C Building; (1) for the purpose of their intended use; and (2) to permit the exercise of the rights of self-help granted to Owner C pursuant to this Declaration or otherwise during any period in which said rights may be exercised.

(ii) Owner B hereby grants to Owner C a non-exclusive easement for the use for their intended purpose of all Facilities (including, without limitation, the Shared Facilities but specifically excluding the Owner C Easement Facilities, for which an Easement is granted under Section 5.2(d)(ii) below) which are (A) located in the Owner B Property, including Owner C Owned Facilities and Shared Facilities, and (B) connected to Facilities located in the Owner C Building which provide or are necessary to provide the Owner C Building with any utilities or other services necessary to the operation of the Owner C Building; (1) for the purpose of their intended use; and (2) to permit the exercise of the rights of self-help granted to Owner C pursuant to this Declaration or otherwise during any period in which said rights may be exercised.

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(d) Owner C Easement Facilities.

(i) Owner A hereby grants to Owner C an exclusive easement for the Maintenance (but only if and when such Maintenance is required or permitted under this Declaration) and use of the Owner C Easement Facilities located in the Owner A Property, subject to the rights of Owner A set forth in Section 9.6(a).

(ii) Owner B hereby grants to Owner C an exclusive easement for the Maintenance (but only if and when such Maintenance is required or permitted under this Declaration) and use of the Owner C Easement Facilities located in the Owner B Property, subject to the rights of Owner B set forth in Section 9.6(a).

(e) Owner C Building Common Walls, Floors and Ceilings.

(i) Owner A hereby grants to Owner C a non-exclusive easement for support, enclosure, use and Maintenance with respect to those Common Walls, Floors and Ceilings existing or constructed in and along the boundaries of the Owner A Parcel and the Owner C Parcel, which also serve as Common Walls, Ceilings or Floors for the Owner C Building.

(ii) Owner B hereby grants to Owner C a non-exclusive easement for support, enclosure, use and Maintenance with respect to those Common Walls, Floors and Ceilings existing or constructed in and along the boundaries of the Owner C Parcel and the Owner B Parcel, which also serve as Common Walls, Ceilings or Floors for the Owner C Building.

(f) Utilities.

(i) Owner A hereby grants to Owner C (and if requested by the applicable Utility Company, to such Utility Company) non-exclusive easements for utility purposes required by the Owner C Property in those areas of the Owner A Property where such utilities are currently located or may hereafter be located pursuant the Plans.

(ii) Owner B hereby grants to Owner C (and if requested by the applicable Utility Company, to such Utility Company) non-exclusive easements for utility purposes required by the Owner C Property in those areas of the Owner B Property where such utilities are currently located or may hereafter be located pursuant the Plans.

(g) Owner C Building Encroachments.

(i) Owner A hereby grants to Owner C an easement permitting the existence of encroachments if such encroachments presently exist or are replaced in the same location or result from the construction of the Tower Building or if, by reason of any settlement or shifting of the Tower Building, any part of the Owner C Building or Owner C Owned Facilities not currently located within the Owner C Parcel encroaches or shall hereafter encroach upon any of the Owner A Parcel. This Easement shall exist only so long as the encroachment portion of the Owner C Building or such Facilities continues to exist, or replacements are made in the same location which do not enlarge the encroachment. No such encroachment shall be placed where such encroachment is not permitted or did not previously exist or is deliberately, materially enlarged.

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(ii) Owner B hereby grants to Owner C an easement permitting the existence of encroachments if such encroachments presently exist or are replaced in the same location or result from the construction of the Tower Building or if, by reason of any settlement or shifting of the Tower Building, any part of the Owner C Building or Owner C Owned Facilities not currently located within the Owner B Parcel encroaches or shall hereafter encroach upon any of the Owner B Parcel. This Easement shall exist only so long as the encroachment portion of the Owner C Building or such Facilities continues to exist, or replacements are made in the same location which do not enlarge the encroachment. No such encroachment shall be placed where such encroachment is not permitted or did not previously exist or is deliberately, materially enlarged.

(h) Exterior Maintenance.

(i) Owner A hereby grants to Owner C, to the extent needed, a non-exclusive easement for ingress and egress of Persons, machines, materials and equipment on the exterior of the Owner A Building to the extent reasonably necessary to permit window washing and exterior Maintenance, repair and restoration of the Façade of the Owner C Building. The Owners shall cooperate in coordinating access and exterior staging in order to implement the provisions of this Section 5.2(h)(i).

(ii) Owner B hereby grants to Owner C, to the extent needed, a non-exclusive easement for ingress and egress of Persons, machines, materials and equipment on the exterior of the Owner B Building to the extent reasonably necessary to permit window washing and exterior Maintenance, repair and restoration of the Façade of the Owner C Building. The Owners shall cooperate in coordinating access and exterior staging in order to implement the provisions of this Section 5.2(h)(ii).

(i) Owner C Owned Facilities.

(i) Owner A hereby grants to Owner C an easement permitting the existence, attachment and Maintenance of Owner C Owned Facilities in the Owner A Property in locations now existing (or shown on the Plans) or in locations resulting from the construction of the Building or in the Owner A Property mutually acceptable to Owner A and Owner C.

(ii) Owner B hereby grants to Owner C an easement permitting the existence, attachment and Maintenance of Owner C Owned Facilities in the Owner B Property in locations now existing (or shown on the Plans) or in locations resulting from the construction of the Building or in the Owner B Property mutually acceptable to Owner B and Owner C.

(j) Shared Facilities.

(i) Owner A does hereby grant unto Owner C a non-exclusive easement with respect to Persons, material and equipment to permit the continued use, operation of the Shared Facilities and the Maintenance of connections to the Shared Facilities by Owner C and its Permittees as is necessary or desirable for the use and operation of the Owner C Building by Owner C (the foregoing to include the right to maintain any ductwork, wiring, equipment or other connections through the Common Walls, Floors and Ceilings as are necessary or appropriate to enable Owner C to maintain and continue to use and connect to the Shared Facilities). In furtherance of the rights under this Section 5.2(j)(i), Owner C shall have the right (but not be obligated) to enter the Owner A Building at all reasonable times accompanied by a representative of Owner A (it being agreed that in either the event of an Emergency Situation or if Owner A declines to have a representative present, then Owner C, its agents, contractors or their respective employees shall not be required to be accompanied by a representative of Owner A) for the purpose of (x) obtaining necessary access

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to the Shared Facilities and/or (y) facilitating the use or operation of the Shared Facilities; provided, however, that Owner C shall exercise commercially reasonable efforts to minimize interference with the use and operation of the Owner A Building in the exercise of the foregoing rights of Owner C. The foregoing shall include, without limitation, the right, upon reasonable prior notice to and upon the consent of Owner A (which consent shall not be unreasonably withheld, delayed or conditioned), to schedule and temporarily shut down the Shared Facilities (which shall be shut down in cooperation with Owner A as to timing, nature and manner of any interruption or stoppage of services or utilities in order to minimize the impact of any such shut-down of the Owner A Building and its Occupants) in connection with the Maintenance of the Shared Facilities for which Owner C is responsible pursuant to this Declaration. Owner A agrees that it shall, at Owner C's sole cost and expense, sign any applications for governmental permits, including, without limitation, alteration permits, as Owner C may reasonably require in connection with its connection to the Shared Facilities, provided, that in no event shall Owner A be liable for any loss or damage resulting from the performance by Owner C of any work in connection with the foregoing work or incur any liability under any document executed by Owner A in that regard (unless such liability arises as a result of the gross negligence or willful misconduct of Owner C).

(ii) Owner B does hereby grant unto Owner C a non-exclusive easement with respect to Persons, material and equipment to permit the continued use, operation of the Shared Facilities and the Maintenance of connections to the Shared Facilities by Owner C and its Permittees as is necessary or desirable for the use and operation of the Owner C Building by Owner C (the foregoing to include the right to maintain any ductwork, wiring, equipment or other connections through the Common Walls, Floors and Ceilings as are necessary or appropriate to enable Owner C to maintain and continue to use and connect to the Shared Facilities). In furtherance of the rights under this Section 5.2(j)(ii), Owner C shall have the right (but not be obligated) to enter the Owner B Building at all reasonable times accompanied by a representative of Owner B (it being agreed that in either the event of an Emergency Situation or if Owner B declines to have a representative present, then Owner C, its agents, contractors or their respective employees shall not be required to be accompanied by a representative of Owner B) for the purpose of (x) obtaining necessary access to the Shared Facilities and/or (y) facilitating the use or operation of the Shared Facilities; provided, however, that Owner C shall exercise commercially reasonable efforts to minimize interference with the use and operation of the Owner B Building in the exercise of the foregoing rights of Owner C. The foregoing shall include, without limitation, the right, upon reasonable prior notice to and upon the consent of Owner B (which consent shall not be unreasonably withheld, delayed or conditioned), to schedule and temporarily shut down the Shared Facilities (which shall be shut down in cooperation with Owner A as to timing, nature and manner of any interruption or stoppage of services or utilities in order to minimize the impact of any such shut-down of the Owner B Building and its Occupants) in connection with the Maintenance of the Shared Facilities for which Owner C is responsible pursuant to this Declaration. Owner B agrees that it shall, at Owner C's sole cost and expense, sign any applications for governmental permits, including, without limitation, alteration permits, as Owner C may reasonably require in connection with its connection to the Shared Facilities, provided, that in no event shall Owner B be liable for any loss or damage resulting from the performance by Owner C of any work in connection with the foregoing work or incur any liability under any document executed by Owner B in that regard (unless such liability arises as a result of the gross negligence or willful misconduct of Owner B).

ARTICLE 6

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ARTICLE 7

STANDARDS FOR CONSTRUCTION

7.1 Performance Standards for Construction.

(a) Prior to commencement of any construction permitted hereunder to be undertaken by one Owner within or affecting the Property of the other Owner, but specifically excluding any Alterations (which are governed by the provisions of Article 13), (a) the Owner causing such construction (the "Constructing Owner") shall give the Owner of the Property in which the construction is to be performed (the "Non-Constructing Owner") not less than five (5) days prior written notice of such planned work, (b) the Constructing Owner shall be responsible for obtaining all permits and approvals from applicable federal, state and local authorities for such construction, (c) the Constructing Owner shall diligently perform such construction in such manner as to reasonably minimize interference with the use and enjoyment of the Building of the Non-Constructing Owner and its Permittees and (d) the Constructing Owner shall provide evidence of the insurance required under Section 11 hereof. In no event shall a Constructing Owner do or permit any act which would adversely affect the structural safety or integrity of a Building.

(b) Except to the extent attributable to an Owner's failure to pay its share of the cost of any such construction (to the extent that an Owner has such obligation to pay a share of the cost of such construction), the Owners agree that if any mechanics' lien or other statutory lien shall be filed against all or any part of an Owner's Parcel, or any licenses or easements granted herein against a Building which are benefiting an Owner, by reason of work, labor, services or materials supplied in connection with any construction by a Constructing Owner, the Constructing Owner shall cause to be paid and discharged, or cause to be bonded over, the lien of record before the first to occur of (i) thirty (30) days after the filing thereof, (ii) ten (10) days after notice of commencement of foreclosure proceedings of such lien, (iii) the time set forth in any Mortgage applicable to such portion of a Parcel on which the lien has been filed or (iv) immediately upon the demand of the other Owner if such other Owner is then engaged in bona fide discussions for the sale, assignment or financing of its interest in any part of its Property. Nothing contained herein shall restrict the right of an Owner to contest the validity, amount or applicability of any such lien by and in accordance with all applicable Laws and any Mortgage encumbering such Owner's interest in the Property with diligence and in good faith; provided, however, that the Owner causing such work to be performed which gave rise to the lien shall cause the lien(s) to be bonded off pending resolution of the dispute which resulted in the lien. The Constructing Owner shall obtain interim lien waivers from its contractor and subcontractors during the course of any work performed or materials supplied, for or at the direction of such Owner and shall obtain final lien waivers from the contractor and all subcontractors upon completion of the work or delivery of such materials.

7.2 Construction Contracts. The Constructing Owner shall use reasonable efforts to include in any construction contract for any construction performed pursuant to this Declaration a provision pursuant to which the contractor: (i) recognizes the separate ownership of the respective Parcels and/or Buildings and agrees that any lien rights which the contractor or subcontractors have under the Mechanics' Liens Act set forth in 770 ILCS 60/0.01 et seq. (said Act and any successors thereto, the "Mechanics' Lien Act") shall only be enforceable against the Parcel of the Constructing Owner; and (ii) agrees, to the extent permitted by Law, that no lien or claim may be filed or maintained by such contractor or any subcontractors and agrees to comply with the provisions of Section 21 of the Mechanics' Lien Act in connection with giving notice of such "no lien" provision.

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7.3 Restoration Obligations. Upon the completion of any construction within another Owner's Building, the Constructing Owner shall restore any damage or modification to a Building caused by such construction in such a manner as to restore such Building to substantially the same condition which existed immediately prior to the commencement of such construction (specifically excluding any modifications, changes or structures built or made pursuant to construction performed by an Owner as contemplated by this Declaration). To the extent that the Constructing Owner fails to restore the Non-Constructing Owner's Building as required herein to a condition as good as its previous condition, the Non-Constructing Owner may assess the actual costs incurred by the Non-Constructing Owner to effect such restoration against the Constructing Owner's Property.

ARTICLE 8

STRUCTURAL SUPPORT

8.1 Structural Safety and Integrity. No Owner shall do or permit any act which would adversely affect the structural safety or integrity of the Structural Supports, the Façade, or any portion of a Building.

8.2 Construction of Support.

(a) The Owner responsible for any adverse effect on the structural safety or integrity of any portion of a Building shall commence the construction of all necessary remedial structural support within a reasonable time under the circumstances and shall diligently complete or cause completion of such construction in accordance with plans and specifications detailing necessary remedial structural support prepared by or approved by Architect and the other Owner(s) of such Building (whose approval will not be unreasonably withheld or delayed). The responsible Owner shall pay all costs and expenses, including all architectural and engineering fees in connection with construction of the remedial structural support, including any ongoing Maintenance costs. The provisions of Sections 12.2 and 12.3, and not this Article 8, shall apply if the adverse effect of the structural safety or integrity of a Building results from a fire or other casualty.

(b) The construction of such necessary remedial structural support shall be performed by a contractor or contractors jointly selected by the Owners of the affected Building (with the advice of the Architect). If such Owners fail to agree upon the selection of a contractor or contractors, the selection of a contractor or contractors shall constitute an Arbitrable Dispute. For purposes of this Article 8, provision or construction of necessary remedial structural support shall also include any Maintenance required to remedy or prevent any adverse effect on the structural integrity or safety of a Building. Costs incurred under this Section 8.2(b) shall be shared by the Owners pro rata to the square footage of the ownership of the affected Building.

8.3 Effect of Delay. If delay in constructing necessary remedial structural support would endanger the structural safety or integrity of any portion of a Building or responsibility for providing structural support cannot readily be determined or is disputed, and it is not likely that such work will be commenced in time to avoid a reduction in structural integrity or safety, then the Owner of the portion of such Building in which the reduction occurred or is occurring shall, upon not less than ten (10) Business Days' advance written notice to the other Owners of such Building and/or the Owners of any other affected Building (except that such advance written notice shall not be required in an Emergency Situation), provide necessary remedial structural support as and wherever required, or the Owners shall jointly undertake to provide substitute or additional structural support; provided, however, the responsible Owner shall be liable for and

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pay all costs and expenses incurred as a result of any other Owner's provision of any necessary remedial structural support.

ARTICLE 9

MAINTENANCE OBLIGATIONS AND SERVICES TO OWNERS

9.1 Services and Maintenance. In addition to each Owner's obligations to maintain its respective Property, as provided in Article 12 below, the applicable Owner designated below and in the applicable Exhibit shall perform or furnish or cause to be performed or furnished the following Maintenance obligations and services set forth below to the applicable Building when, as and if required. With respect to any Maintenance or service being provided to another Owner, the Maintenance and services which such Owner provides under this Section 9.1 may not be refused by the other Owner.

- (a) Common Walls, Floors And Ceilings. Maintenance of the Common Walls, Floors and Ceilings upon the terms and conditions set forth in Exhibit 9.1(a).
- (b) Owner A Easement Parking Access Ramp. Maintenance of the Owner A Basement Parking Access Ramp upon the terms and conditions set forth in Exhibit 9.1(b).
- (c) Owner A Commercial Driveway. Maintenance of the Owner A Commercial Driveway upon the terms and conditions set forth in Exhibit 9.1(c).
- (d) Tower Building Stairwells. Maintenance of the Tower Building Stairwells upon the terms and conditions set forth in Exhibit 9.1(d).
- (e) Owner A Exterior Common Area. Maintenance of the Owner A Exterior Common Area upon the terms and conditions set forth in Exhibit 9.1(e).
- (f) Owner A Service Elevator. Maintenance of the Owner A Service Elevator upon the terms and conditions set forth in Exhibit 9.1(f).
- (g) Owner B South Terrace Easement Area. Maintenance of the Owner B South Terrace Easement Area upon the terms and conditions set forth in Exhibit 9.1(g).
- (h) Owner C South Terrace Easement Area. Maintenance of the Owner C South Terrace Easement Area upon the terms and conditions set forth in Exhibit 9.1(h).
- (i) Owner B and Owner C Gas Supply Systems. Maintenance of the Owner B and Owner C Gas Supply Systems upon the terms and conditions set forth in Exhibit 9.1(i).
- (j) Shared Facilities Mechanical Rooms and Shared Mechanical Chases. Maintenance of the Shared Facilities Mechanical Rooms and Shared Mechanical Chases upon the terms and conditions set forth in Exhibit 9.1(j).
- (k) Tower Building Basement Level Commercial Access Corridor. Maintenance of the Tower Building Basement Level Commercial Access Corridor upon the terms and conditions set forth in Exhibit 9.1(k).

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- (l) [Intentionally Omitted]
- (m) Tower Building First Level Commercial Access Corridor. Maintenance of the Tower Building First Level Commercial Access Corridor upon the terms and conditions set forth in Exhibit 9.1(m).
- (n) Tower Building Gas Supply System. Maintenance of the Tower Building Gas Supply System upon the terms and conditions set forth in Exhibit 9.1(n).
- (o) Wet Refuse Area. Maintenance of the Wet Refuse Area upon the terms and conditions set forth in Exhibit 9.1(o).
- (p) Tower Building Mezzanine Level Commercial Access Corridor. Maintenance of the Tower Building Mezzanine Level Commercial Access Corridor upon the terms and conditions set forth in Exhibit 9.1(p).
- (q) Tower Building Mezzanine Level Commercial Access Stairway. Maintenance of the Tower Building Mezzanine Level Commercial Access Stairway upon the terms and conditions set forth in Exhibit 9.1(q).
- (r) Tower Building Sanitary Sewer Main and Sanitary Sewer System. Maintenance of the Tower Building Sanitary Sewer Main and Sanitary Sewer System upon the terms and conditions set forth in Exhibit 9.1(r).
- (s) Tower Building Shared Commercial Loading Area. Maintenance of the Tower Building Shared Commercial Loading Area upon the terms and conditions set forth in Exhibit 9.1(s).
- (t) Tower Building Sprinkler System. Maintenance of the Tower Building Sprinkler System upon the terms and conditions set forth in Exhibit 9.1(t).
- (u) Tower Building Storm Sewer System. Maintenance of the Tower Building Storm Sewer System upon the terms and conditions set forth in Exhibit 9.1(u).
- (v) Tower Building Water System. Maintenance of the Tower Building System upon the terms and conditions set forth in Exhibit 9.1(v).
- (w) Sidewalk Exterior Maintenance and Snow Removal. Sidewalk exterior maintenance and snow removal upon the terms and conditions set forth in Exhibit 9.1(w).
- (x) Facade. Maintenance of the Tower Building Facade upon the terms and conditions set forth in Exhibit 9.1(x).
- (y) Tower Building Electrical System. Maintenance of the Tower Building Electrical System upon the terms and conditions set forth in Exhibit 9.1(y).

9.2 Intentionally Omitted

9.3 Obligation to Furnish Services. Each Owner obligated to perform services hereunder shall make a good-faith effort to operate its Facilities and furnish (or cause to be furnished) all services required

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under this Article 9 in a manner consistent with its intended respective use as a first class commercial or residential property (as applicable) and the level of operation and management of comparable properties in downtown Chicago, Illinois. Each Owner shall use reasonable diligence in performing the services required of such Owner as set forth in this Article 9 but shall not be liable for interruption or inadequacy of service or loss or damage to property or business arising out of such interruption or inadequacy, except as may be provided in Section 9.6. Each such Owner obligated to furnish services hereunder reserves the right to curtail or halt the performance of any service hereunder at any time in reasonable respects upon reasonable advance notice under the circumstances (except in an Emergency Situation) and for a reasonable period of time to perform Maintenance or in an Emergency Situation. Each Owner who is obligated to maintain, repair and replace any Facilities under Sections 12.1 which are connected to other Facilities in a Building, the responsibility for whose Maintenance is another Owner's under this Article 9, shall perform its obligations under Section 12.1 in such a manner and standard so as to permit and facilitate the other Owner's performance of its obligations under Article 9. Where an exception exists to an Owner's obligation to perform Maintenance of Facilities described in an Exhibit to Article 9, such exception has been set forth in the Exhibit.

9.4 No Obligation to Furnish Services. In no event shall an Owner be obligated under Article 9 for Maintenance of the Easement Facilities of another Owner.

9.5 Payment for Services. Payment for services rendered pursuant to this Article 9 and other charges and fees related to such services, including overhead and supervision fees, or the fees of a professional property manager, shall be made in accordance with the terms and provisions of Exhibit 9.1 attached hereto.

9.6 Owner's Failure to Perform Services.

(a) If an Owner shall fail to perform as required by the terms and conditions of this Article 9 (except when such failure is caused by another Owner or by Unavoidable Delay or except when an Owner obligated to perform the service is entitled to discontinue such service pursuant to Sections 9.3 or 9.4 hereof) and such failure shall continue for a period of ten (10) days after receipt of written notice thereof to the Defaulting Owner from the Creditor Owner, the Creditor Owner shall have the right to perform the same (without limiting any other rights or remedies of such Owner) until such time as the Defaulting Owner cures its failure to perform. Such notice shall not be required in an Emergency Situation affecting the Building or any of its Occupants.

(b) During any period in which the Creditor Owner is performing pursuant to Section 9.6(a) hereof, the Defaulting Owner shall make payments to the Creditor Owner as provided in Exhibit 9.5.

(c) If a dispute exists as to whether an Owner has failed to perform as required by the terms and conditions of this Article 9, then such dispute will constitute an Arbitrable Dispute which may be submitted to arbitration under Article 14 if not resolved within thirty (30) days after the dispute arises. Failure to submit the matter to arbitration shall not vitiate an Owner's rights under Section 9.6(a) and (b).

9.7 Data Unavailable from Metering. Where the allocation of the cost of a service under Article 9 is based on usage recorded by meters, and if at any time the actual allocation of cost of service based on an Owner's usage recorded by meters cannot be determined because the meters or system for recording metered information are not installed or operative, then for such period when the usage data from meters is unavailable, the Owner performing such service shall in good faith make such reasonable determination of costs based on historical data and usage, using such experts or systems as such Owner may consider helpful to achieve an estimate of usage. Such Owner shall notify the applicable Owners who are responsible for a

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portion of such usage, its determination in reasonable detail of estimated usage and the method for such determination at the time such Owner sends a Statement (as such terms are defined in Exhibit 9.5) or statement of Net Capitalized Cost of Replacement under Exhibit 9.5 relating to such service. If, within thirty (30) days after receipt of such notice, the Owner receiving such notice does not, in good faith, dispute that the estimated usage has been determined reasonably, such determination of usage shall be final and conclusive upon the parties for such period; provided further, however, if the Owner receiving such notice, in good faith, disputes that the estimated usage has been determined reasonably, the receiving Owner shall so notify the determining Owner and the other Owners, if any. If the Owners fail to agree concerning the method of estimating usage within thirty (30) days after receipt of the disputing Owner's notice, then any Owner may submit the question to the Architect or other expert agreed to by the parties for its advice. The Architect or other expert agreed to by the parties shall advise the Owners concerning a resolution of the question within a reasonable period of time after the dispute has been submitted to the Architect or other expert. Subsequent failure to agree shall constitute an Arbitratable Dispute, if the amount involved exceeds \$5,000 (in 2005 Equivalent Dollars).

9.8 Replacement of Facilities. Subject to the terms of this Declaration, an Owner may, in replacing Facilities, replace such Facilities with Facilities substantially equivalent or better providing substantially the same quality of service or better. Any Owner may correct the description of the Facilities or references to locations of Facilities described in the Article 9 Exhibits by notice to the other Owner if such correction is due to error in the description or due to the replacement of such Facilities.

ARTICLE 10

INDEMNIFICATION; COVENANTS OF OWNERS

10.1 Indemnity by Owners. Each Owner (hereinafter in this Section 10.1, the "Indemnifying Owner") covenants and agrees, at its sole cost and expense, to indemnify, defend and hold harmless the other Owners (hereinafter in this Section 10.1, collectively, the "Indemnitee"): (A) from and against any and all claims, actions or proceedings, losses, liabilities, damages, judgments, costs and expenses (herein, a "Claim") against Indemnitee, and by or on behalf of any Person other than the Indemnitee: (i) arising from the Indemnifying Owner's negligent use or possession of the Indemnifying Owner's portion of a Building or Property or Owned Facilities or activities therein; or (ii) arising out of the Indemnifying Owner's grossly negligent use, exercise or enjoyment of a Facility or Easement (except as set forth in the succeeding clause (iii)) or Facility; or (iii) arising out of the Indemnifying Owner's service of alcoholic beverages in the exercise, use or enjoyment of any Easement, including without limitation, any liability arising under any Host Liquor Liability Law, host law or similar laws, statutes or ordinances whether now in effect or hereinafter adopted by the State of Illinois, County of Cook, City of Chicago or any other governmental authority having jurisdiction or under common law in any Easement; and (B) from and against all costs, reasonable attorneys' fees (including appeals of any judgment or order), expenses and liabilities incurred with respect to any Claim arising therefrom. In case any action or proceeding is brought against any Indemnitee by reason of any such Claim, Indemnifying Owner, upon notice from any such Indemnitee, covenants to resist or defend such Claim with attorneys reasonably satisfactory to such Indemnitee. Any counsel for the insurance company providing insurance against such Claim shall be presumed reasonably satisfactory to each such Indemnitee.

10.2 Liens. Every Owner (the "Liening Owner") shall remove before the first to occur of (i) thirty (30) days after the filing thereof, (ii) ten (10) days after notice of commencement of foreclosure proceedings of such lien, (iii) the time set forth in any mortgage or deed of trust applicable to an Owner's Property if such Owner's Property is affected or (iv) immediately upon the demand of an Owner if such other Owner's Property is affected and such other Owner is then engaged in bona fide discussions for the sale, assignment or

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financing of its interest in any part of its Property, any mechanics', materialmen's, manager's or broker's or any other similar lien arising by reason of the acts of the Liening Owner, its employees, agents, contractors and Occupants or any work or materials or services for which the Liening Owner, its employees, agents, contractors or Occupants has contracted: (A) against any other Owners' portion of the Building or Owned Facilities; or (B) against its own portion of the Building or Owned Facilities, if the existence or foreclosure of such lien against its own portion of the Building or Owned Facilities would adversely affect any other Owner (such other Owner in subclause (A) or (B) being the "Impacted Owner"). The Liening Owner shall not be required to remove such lien within thirty (30) days after its filing if within said thirty (30) day period: (I) such lien cannot be foreclosed; and (II) the Liening Owner: (x) shall in good faith diligently proceed to contest the same by appropriate actions or proceedings and shall give written notice to the Impacted Owner of its intention to contest the validity or amount of such lien; and (y) shall (unless other security already exists, such as a title indemnity fund for a Mortgagee) deliver to the Impacted Owner either, at the Impacted Owner's option: (a) cash or a surety bond from a responsible surety company acceptable to the Impacted Owner in an amount equal to one hundred fifty percent (150%) of the lien claim and all interest and penalties then accrued thereon or such related amount as may reasonably be required to assure payment in full of the amount claimed plus all penalties, interest and costs which may thereafter accrue by reason of such lien claim; or (b) other security or indemnity reasonably acceptable to the Impacted Owner's title insurance company, the Impacted Owner and the Impacted Owner's Mortgagee. An endorsement by the Impacted Owner's title insurance company over such lien claim to the Impacted Owner's title insurance policy shall be deemed an indemnity reasonably acceptable to the Impacted Owner and satisfy the requirements of clause (II)(y) above. In any case, a Liening Owner must remove or release such lien prior to entry of a final judgment of foreclosure. If the Liening Owner fails to comply with the foregoing provisions of this Section 10.2, thereby becoming a Defaulting Owner, the Impacted Owner, thereby becoming a Creditor Owner, may take such action as the Creditor Owner may deem necessary to defend against or remove such lien. The Creditor Owner shall be entitled to payment from the Defaulting Owner for all costs and expenses (including reasonable attorneys' fees and litigation expenses, including appeals of any judgment or order) paid or incurred by the Creditor Owner in defending against, removing or attempting to remove or defend against such lien and may use any security delivered to the Creditor Owner for such purposes and for any other damages from Defaulting Owner's breach under this Section 10.2.

10.3 Compliance With Laws. Every Owner:

(a) shall comply with all Laws, if noncompliance by such Owner with respect to its portion of the Property or any part thereof or Owned Facilities or areas for which such Owner has been granted an exclusive easement would subject any other Owners or Occupants to civil or criminal liability, or would jeopardize the full force or effect of any certificate of occupancy issued to any other Owners or Occupants or for a Building or would jeopardize any Owner's right to beneficially occupy or utilize its respective portion of a Building or any part thereof or Owned Facilities or any Easement (considering the time and circumstances), or would result in the imposition of a lien against any of the property of any other Owners;

(b) shall comply with all rules, regulations and requirements of any insurance rating bureau having jurisdiction over the Property or any portion thereof or the requirements of any insurance coverage on any of the other Owner's portion of a Building or Owned Facilities, if noncompliance by it with respect to its respective portion of a Building or any portion thereof or Owned Facilities would (i) increase the premiums of any policy of insurance maintained by any other Owners or the premiums of any policy of insurance maintained by all Owners (unless the non-complying Owner pays all such increases), or (ii) render any other Owner's portion of a Building or Owned Facilities uninsurable, or (iii) create a valid defense to any

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other Owner's right to collect insurance proceeds under policies insuring such other Owner's portion of a Building or Owned Facilities; and

(c) shall deliver to every other Owner, within ten (10) Business Days after receipt, a copy of any written report, citation or notice having an effect on or relating to compliance of such Owner's Property with Laws.

10.4 Zoning

(a) Building.

(i) No Owner shall: (i) make any Alterations; (ii) allow any use of their respective portions of the Building; or (iii) take or fail to take any action, any of which would violate the provisions of the Existing Zoning as to such Owner's Building or as to the Building of any other Owner, including, without limitation, any provisions for parking requirements.

(ii) The Owner A Parcel and Owner B Parcel and Owner C Parcel are now treated as one zoning lot for purposes of complying with the Existing Zoning. If the applicable zoning ordinances require that there be a single designated controlling entity for the zoning lot, then, for purposes of dealing with the City, Owner A shall be such designated entity; provided, however, in no event shall Owner A be permitted to modify, amend or otherwise change the Existing Zoning applicable to any portion of the Property in any manner which would affect the use of the Owner B Parcel or the Owner C Parcel without the prior written consent of Owner B or Owner C, as applicable.

(iii) Applications for variations, changes, modifications or amendments to the provisions of the Existing Zoning applicable to the Owner A Property or Owner B Property or Owner C Property, which do not change the permitted use under such ordinances or this Declaration or adversely affect the use of the Owner A Property or Owner B Property or Owner C Property may be filed and processed solely by the Owner or Owners of the portion of the Building directly affected by such application and shall not require the joinders of the other Owner or Owners. If such joinder is required, the other Owner shall execute such applications or other instruments as may be necessary to obtain any zoning variation, change, modification or amendment conforming with the provisions of this Section 10.4(a)(iii); provided, however, the Owner requesting such zoning variation, change, modification or amendment shall indemnify and hold harmless the other Owners from and against any and all loss, liability, claims, judgments, costs and expenses arising out of the other Owner's execution of such applications or other instruments. If any Owner fails to execute said applications or instruments when required hereunder to do so, the Owner requesting such zoning variation, change, modification or amendment is hereby irrevocably appointed attorney-in-fact of such Owner (such power of attorney being coupled with an interest) to execute said application or instruments on behalf of such Owner.

10.5 Use

(a) No use shall be permitted in all or any portion of the Property which does not comply with Law, or would increase significantly the cost of insurance maintained by an Owner of any portion of a Building in which such use is contemplated.

(b) The following uses shall not be permitted in the Owner A Property or Owner B Property or Owner C Property without the consent of the other Owners, which may be withheld in such Owners' sole and exclusive discretion:

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- (i) Any fire sale, bankruptcy or going out of business sale (unless pursuant to a court order with proper permits issued by the City);
 - (ii) Any mortuary or funeral home;
 - (iii) Any establishment selling or exhibiting pornographic materials or drug-related paraphernalia;
 - (iv) Any adult theater or live performance theater exhibiting nude or lewd performers or performances or lascivious behavior;
 - (v) Any carnival or flea market;
 - (vi) Any clinic, office or other facility performing abortions;
 - (vii) Any off-track betting store or parlor;
 - (viii) Any deep discount store;
 - (ix) The use, presence or release of Hazardous Materials, except in the ordinary course of the permitted and usual business operations conducted thereon, provided that any such use shall at all times be in compliance with all applicable environmental laws;
 - (x) Any foreign governmental offices;
 - (xi) A massage parlor;
 - (xii) Industrial purposes;
 - (xiii) A gun shop or firing range;
 - (xiv) A salvage shop;
 - (xv) For the purpose of manufacturing;
 - (xvi) A methadone clinic or drug or alcohol dependency clinic;
 - (xvii) A dry cleaner except for a dry cleaner in which the cleaning is performed off-premises and not performed at the Property;
 - (xviii) Outdoor storage or operation of a business, except as permitted pursuant to the easements granted under this Declaration in respect of use of the Owner A North Terrace, the Owner B South Terrace Easement Area and the Owner C South Terrace Easement Area; and
- (c) If at any time, all or any part of the Owner B Property and/or the Owner C Property is used for food and/or beverage service, Owner B and/or Owner C, as applicable, and their respective Permittees, shall:

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(i) Comply with all applicable Laws in respect of health and safety in the preparation and service of food and beverages;

(ii) Install exhaust fans and ventilation systems sized to handle exhaust smoke, odors, vapors and steam from the Owner B Property and Owner C Property, as applicable, and to prevent the discharge of smoke, odors, vapors and steam into the Owner A Property; install the necessary piping, connections, grease traps, catch basins and other Facilities for the removal of all waste liquids from the Owner B Property or the Owner C Property, as applicable; Maintain such systems regularly, including, without limitation, regular degreasing of hoods, fans, vents, pipes, flues, grease traps, catch basins and other areas subject to grease build-up;

(iii) Install adequate fire prevention and extinguisher facilities as may be required in view of the methods and volume of cooking and other food and beverage preparation;

(iv) Engage professional exterminators to service the Owner B Property and/or the Owner C Property, as applicable, to keep such Property free of insects, rodents, vermin and other pests;

(v) Maintain the Owner B Property and/or the Owner C Property, as applicable, in a neat, clean, and sanitary condition; wrap, cover and otherwise secure wet refuse and transport and maintain such refuse and dry refuse in designated interior areas; provide for the regular removal of garbage, rubbish and refuse from the Property.

10.6 Exterior Building Signage

(a) Except for the signage described in this Section 10.6(b) and Section 10.6(d), no signage of any kind may be placed on the Façade of the Tower Building without the consent of Owner A, which approval may be withheld in Owner A's sole and exclusive discretion. Flashing, blinking, moving and chasing lights and strobes are prohibited.

(b) Owner A, at its sole cost, may install and maintain signs on the exterior of the Owner A Building on the first floor lobby entrance Façade indicating the name of the condominium association, address of the Building or other ownership interests incorporated thereon, at Owner A's reasonable discretion, but shall not have the name of any other party.

(c) Owner B, at its sole cost, may install a sign on the Owner B Sign Easement Area pursuant to the easement set forth in Section 4.2(a)(vii); provided, however, that the area, height, graphic design, proposed materials and method of illumination for such sign, and the method of attachment to the Owner A Parcel shall be subject to the reasonable approval of Owner A.

(d) Owner B and Owner C, each at their sole cost, may install a sign attached to the interior face of the windows on the façade of the applicable Building, or in back-lit letters attached to a plaster fascia or on a wall located behind the windows; provided, however, that all such signs shall be in the form of applied two-dimensional graphics and shall not exceed 18 inches in height.

(e) Owner B and Owner C, each at their sole cost, may install lettering on canopies installed on the Owner B South Terrace Easement Area and the Owner C South Terrace Easement Area, subject to Section 4.2(a)(iv) and Section 5.2(a)(iii) hereof.

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(f) Each Owner, at its sole cost, is responsible for any maintenance and repair of the Façade required due to the installation, removal or replacement of its respective signs. In all cases, the Façade shall be maintained in a safe, first-class order and condition.

(g) Any and all exterior Building signage permitted by this Section or by any other Section of this Declaration, or not prohibited by this Declaration, must also comply with the following requirements:

- (i) all exterior building signs must comply with applicable Laws;
- (ii) all signs must be installed and operated in a first-class manner; and
- (ii) all signs must be professionally designed and fabricated.

10.7 Environmental and Engineering Review. Each Owner ("Inspecting Owner") shall have the right in certain instances listed below to obtain from an environmental engineer or an inspecting architect or engineer of the Inspecting Owner's choice and at the Inspecting Owner's own cost and expense, an audit, review, assessment or report (each referred to as a "Review") relating to the Property, which Review may include tests or inspections of the other Owner's portion of the Property as part of such Review. The Inspecting Owner shall use reasonable efforts to minimize the disruption of the other Owner's operation of business or use in its portion of the Property and shall repair any damage to property of the other Owner caused by a Review. The instances when an Owner may obtain a Review necessitating tests or inspections of the other Owner's portion of the Property are:

(a) if the Inspecting Owner has entered into or will enter into a contract to sell or intends to finance or refinance its Property in which a requirement of said contract, financing or refinance is a Review (it being agreed that (x) a contract vendee or lender or potential lender in respect of an Owner's Property may be designated by an Inspecting Owner as the party to perform a Review and (y) no such designation shall relieve the Inspecting Owner of the obligations set forth in this Section 10.7 in connection with such Review); or

(b) if the Inspecting Owner's then current Mortgagee has requested a Review; or

(c) if a Review is required by Laws; or

(d) if the Inspecting Owner, in good faith believes: (i) that the other Owner may have breached the provisions of Sections 10.3, 10.4 and 10.5 as it relates to the matters which could be disclosed by a Review or; (ii) that the Inspecting Owner may be adversely affected or subject to liability as a result of matters which could be disclosed by a Review.

10.8 Approving Party. Each Owner shall designate from time to time a representative (individually and collectively, the "Approving Party") to make decisions or give approvals pursuant to the terms of this Declaration. Where this Declaration requires a decision to be made by, or grants approval rights or discretion to, an Owner or Owners acting jointly, the Approving Party representing each such Owner shall meet and use good faith efforts to reach a conclusion. There shall be one Approving Party representing each Owner. Each Approving Party shall have absolute discretion to make the decisions or amend or terminate this Declaration pursuant to Section 23.4 or give the approvals expressly designated to be made or given on behalf

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of the Property represented by such position. Each Owner shall, on its own or after request, designate its Approving Owner to the other Owners by written notice.

10.9 Environmental Contamination. If any environmental contamination is discovered in, on, under, about or above a Building, and such contamination predates the date hereof, the Owners of such Building shall share all costs of investigation, remediation, penalties and fines incurred or imposed as a result thereof pro rata based upon the square footage of the ownership of the Building.

10.10 Air Rights and Mineral Rights. Owner A and Owner B and Owner C shall share equally the expenses and benefits of all mineral rights associated with the Owner A Property and Owner B Property and Owner C Property, provided, however, that Owner A shall have the benefits and expenses of the air rights with respect to the air rights located above the Owner A Building.

10.11 [Intentionally Omitted]

10.12 New Easements. If, at any time, it shall become necessary to relocate or add to utility easements (including installation of Facilities) other than where currently located or to be located as part of the construction or renovation of a Building in order to provide required utility service to the Owner A Building and/or Owner B Building and/or the Owner C Building, the respective Owners of such Buildings, as the case may be, agree to grant such additional or relocated utility easements (at such location mutually agreed to by the affected Owner and requesting Owner), provided (1) such easements do not unreasonably interfere with the reasonable use and enjoyment of the granting Owner's Building for the purposes for which the granting Owner's Building is then being used, or if such use and enjoyment would be disturbed, no reasonable alternative is available; (2) no Owner shall be required to grant an easement which would convert space otherwise available for commercial use unless such relocation or additional easements are required by Law and no other space is reasonably available, and any such granting Owner is equitably compensated by the benefited Owner for the value of such converted space, and (3) the benefited Owner shall pay the granting Owner's reasonable costs or expenses in connection with granting such easement and restoring or repairing any property damaged by the installation of a Facility on the easement.

ARTICLE 11

INSURANCE

11.1 Insurance Required. Each Owner shall procure and maintain the following insurance:

(a) Real and Personal Property. Each Owner shall keep its respective Building and respective Owned Facilities insured for no less than "all risk" coverage on real property and personal property owned by such Owner used in the operation of its Building for an amount not less than one hundred percent (100%) of the insurable replacement cost thereof. Each Owner may, in its discretion, include or exclude from such insurance coverage improvements or betterments and personal property owned by Occupants of its respective Property. Each Owner shall separately insure on an "all risk" basis its loss of rental income (if applicable) or use caused by business interruption or extra expense incurred to reduce such loss of income, in such amounts and with such deductibles as may be carried by prudent owners of similar multi-use commercial and residential buildings in the City, and shall pay all premiums for such coverage. Replacement cost shall be determined annually by an independent appraiser or by a method acceptable to the insurance company providing such coverages. Such policies shall be endorsed with a replacement coverage endorsement and an

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agreed amount clause (waiving any applicable co-insurance clause) in accordance with such determination or appraisal.

(b) Public Liability. Each Owner shall insure against public liability claims and losses on a comprehensive or general liability form of insurance with broad form coverage endorsements covering claims for personal and bodily injury or property damage occurring in, on, under, within, upon or about the Property, or as a result of operations thereon (including contractual liability covering obligations created by this Declaration including, but not limited to, those indemnity obligations contained herein), with coverage in such amounts as may from time to time be carried by prudent owners of similar buildings in the City, but in all events for limits, as to each Owner and its portion of the Building, of not less than \$1,000,000 combined single limit for personal and bodily injury or property damage with an amount not less than \$9,000,000 umbrella coverage. Each such policy shall be endorsed to provide cross-liability or severability of interests for the named insureds.

(c) Builder's Risk. During any period of construction, renovation or Work, each Owner performing such construction, renovation or Work shall carry "all risk" builder's risk insurance (including loss of income and "soft costs") for not less than the completed value of the work then being performed by such Owner or Owners under Article 8, Section 12.2, Section 12.3 or Section 16.4 or for any Alterations which require another Owner's consent under Section 17.1. Such insurance shall include coverage for items stored off-site and items in transit or an amount sufficient to cover fully any loss. Loss of rental income or use and "soft costs" occurring during the period covered by builder's risk insurance shall be insured in such amounts as may be carried by prudent owners of similar buildings in the City. Coverage under this Section 11.1(c) shall only be required to the extent such coverage is not already provided within the property coverage under Section 11.1(a).

(d) Dram Shop. During any period that an Owner serves liquor, the Owner providing such liquor service shall carry "dram shop" insurance with coverage in such amount as may from time to time be carried by prudent owners of similar businesses in the City, but in all events for limits of not less than \$1,000,000.

11.2 Insurance Companies. Unless the Owners otherwise agree in writing, with respect to each of the insurance policies required in Sections 11.1(a) and, with respect to work performed under Sections 8.2(b) and 12.3 hereof, under 11.1(c) hereof, the interest of all Owners shall be insured by the same insurance companies. Such policies may be issued in combination covering one or several items and covering jointly the interests of each Owner. Unless otherwise agreed in writing, there shall be a single joint policy for insurance required under Sections 11.1(a) and 11.1(c). In the case of any insurance policy covering the Owners jointly, the insurance company shall apportion the premium based on the manner in which the insurance company has underwritten the risks and if the insurance company does not or cannot apportion the premium on such basis, the Owners agree to apportion the premium such that each Owner pays its respective Square Footage Allocation. Policies not required to be a single joint policy may be joint or may be issued separately by the same insurance company with respect to each Owner's interest in a Building. If separate policies are issued, the Owner shall insure that they are coordinated so that there are no gaps in coverage, and so that the insurance company agrees that the entire Building will be covered among the Owners' separate policies. The Owners will consult with one another at least annually (and may retain a consultant to advise them, the cost of employing such consultant to be shared in the same manner as provided in Section 11.4) concerning the advantage and disadvantages to each Owner and the respective Building as a whole of separate insurance policies as opposed to joint policies, where separate policies are permitted, and will give careful consideration to these matters before choosing to have separate policies. In the event the Owners cannot agree upon the insurance companies to provide the insurance required under Section 11.1(a) and 11.1(c)

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(where required to be a joint policy), in the case of a joint policy, or any Owner disagrees with the apportionment of the insurance premium, the question of selection of an insurance company or apportionment of premium shall constitute an Arbitrable Dispute. Insurance policies required by Section 11.1 hereof shall be purchased from reputable and financially responsible insurance companies, taking into consideration the nature and amount of insurance required, who shall hold a current Policyholder's Alphabetic and Financial Size Category Rating of not less than A/VIII (or such lesser rating as the Owners may agree) according to Best's Insurance Reports or a substantially equivalent rating from a nationally-recognized insurance rating service. If separate insurance companies provide the coverages required hereunder, then the Owners shall insure that all such companies coordinate their coverages with the other, to insure that there are no gaps in coverage, and any disputes regarding coverages will not delay adjustments of loss and payments to the insureds.

11.3 Insurance Provisions. Each policy described in Section 11.1 hereof: (i) shall provide that the knowledge or acts or omissions of any insured party shall not invalidate the policy as against any other insured party or otherwise adversely affect the rights of any other insured party under any such policy; (ii) with respect to the Building shall insure as "named" insureds Owner A, Owner B and Owner C, (except that the Owners other than the primary insured shall be "additional" insureds under policies described in Section 11.1(b) and Section 11.1(d)); (iii) shall provide (except for liability insurance described in Section 11.1(b) and the dram shop insurance described in Section 11.1(d) for which it is inapplicable) by endorsement or otherwise, that the insurance shall not be invalidated should any of the insureds under the policy waive in writing prior to a loss any or all rights of recovery against any party for loss occurring at a Property insured under the policy, if such provisions or endorsements are available and provided that such waiver by the insureds does not invalidate the policy or diminish or impair the insured's ability to collect under the policy, or unreasonably increase the premiums for such policy unless the party to be benefited by such endorsement or provision pays such increase; (v) shall provide, except for liability insurance required by Section 11.1(b), loss of rental income under Section 11.1(a), and dram shop insurance under Section 11.1(d), that all losses payable thereunder shall be paid to the Depository in accordance with the terms of Article 19 hereof, unless the Owners of the affected Building otherwise agree; (vi) shall provide for a minimum of thirty (30) days' advance written notice of the cancellation, nonrenewal or material modification thereof to all insureds thereunder; (vii) shall include a standard mortgagee endorsement and loss payable clause in favor of the Mortgagees reasonably satisfactory to them; (viii) shall not include a co-insurance clause; and (ix) insurance maintained by an Owner alone and not as part of a joint policy may be carried on a "blanket" basis with other policies. Unless otherwise specified herein, the "all-risk" form of property-related insurance required to be procured and maintained by an Owner shall provide no less coverage (with the exception of deductible amounts) than the standard form of insurance currently promulgated by the Insurance Services Office, its successor, or other substantially similar insurance organization having responsibility for the design and publication of standardized insurance coverage forms for use by the insurance industry.

11.4 Limits of Liability. Insurance specified in this Article 11 or carried by the Owners shall be jointly reviewed by the Owners periodically at the request of any Owner, but no review will be required more often than annually (unless there is a substantial change in the Building or operations conducted in the Building), to determine if such limits, deductible amounts and types of insurance are reasonable and prudent in view of the type, place and amount of risk to be transferred and the financial responsibility of the insureds, and to determine whether such limits, deductible amounts and types of insurance comply with the requirements of all applicable Laws, and whether on a risk management basis, additional types of insurance or endorsements against special risks should be carried or whether required coverages or endorsements should be deleted. Initially, deductible amounts for insurance required under Sections 11.1(a) (other than loss of rental income insurance), 11.1(b) and 11.1(c) shall not exceed \$25,000. Deductible amounts for insurance required under Section 11.1(c) shall not be more than is reasonable considering the financial responsibility of

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the insured and shall also be subject, in any case, to the consideration to be given deductible amounts described above in this Section 11.4. Where separate policies are issued under Section 11.1(a), then deductibles shall be the same, if reasonably possible. Limits of liability may not be less than limits required by Mortgagees, notwithstanding amounts set forth above in this Article 11 and nothing contained in this Article 11 or in this Declaration shall in any way alter, limit, or affect any insurance requirements set forth in any Mortgagees or other loan documents executed and delivered by any Owner to a Mortgagee. Such limits shall be increased or decreased, deductible amounts increased or decreased or types of insurance shall be modified, if justified, based upon said review, and upon any such increase, decrease or modification, the Owners shall, at any Owner's election, execute an instrument in recordable form confirming such increase, decrease or modification, which any Owner may record with the Recorder as a supplement to this Declaration; provided, that no agreement regarding a decrease in limits of liability, increase in deductible amounts or elimination of any types of coverages shall be effective without the written consent of all Owners of the applicable Building. With the consent of all Owners of the applicable Building, the Owners may employ an insurance consultant to perform such review on their behalf or to administer insurance-related matters, and the cost of employing any such consultant shall be shared by the Owners in the ratio which their annual insurance premiums for joint policies of insurance required or provided for hereunder bear to each other. Notwithstanding anything contained herein to the contrary, on each fifth (5th) anniversary date of the recording of this Declaration unless the Owners agree otherwise, the liability insurance limits provided in this Article 11 shall be re-set to, at a minimum, the limits in question expressed in 2005 Equivalent Dollars.

11.5 Renewal Policies. Copies of all renewal insurance policies or binders with summaries of coverages afforded and evidencing renewal shall be delivered by each Owner to the other Owners and to the Mortgagees at least thirty (30) days prior to the expiration date of any such expiring insurance policy. Binders shall be replaced with certified full copies of the actual renewal policies as soon as reasonably possible. Should an Owner fail to provide and maintain any policy of insurance required under this Article 11 or pay its share of the premiums or other costs for any joint policies, then the other Owners may purchase such policy and the costs thereof (or the Defaulting Owner's share of such costs) shall be due from the Defaulting Owner within ten (10) days after the Creditor Owners' written demand therefor.

11.6 Waiver. Provided that such a waiver does not invalidate the respective policy or policies or diminish or impair the insured's ability to collect under such policy or policies or unreasonably increase the premiums for such policy or policies unless the party to be benefited by such waiver pays such increase, and without limiting any release or waiver of liability or recovery contained elsewhere in this Declaration, each Owner hereby waives all claims for recovery from the other Owners for any loss or damage to any of its property insured (or required hereunder to be insured) under valid and collectible insurance policies to the extent of any recovery collectible (or which would have been collectible had such insurance required hereunder been obtained) under such insurance policies plus any deductible amounts.

11.7 Conflict. In the event of any conflict between the terms of this Declaration and the Declaration of Condominium Ownership governing any portion of the Property, the terms of this Declaration shall control, except in those instances in which statutory requirements of the Act are required to take precedence.

ARTICLE 12

MAINTENANCE AND REPAIR; DAMAGE TO THE BUILDING

12.1 Maintenance of Buildings.

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(a) Owner A Building. Except: (i) as expressly provided in Section 9.1 hereof (and related Exhibits) relating to Maintenance of certain Facilities and areas of the Building or hereinafter in this Article 12; (ii) in the event of fire or other casualty; (iii) with respect to the Owner B Easement Facilities and Owner B Owned Facilities, (iv) with respect to the Owner C Easement Facilities and the Owner C Owned Facilities, and (v) as provided in Article 8, Owner A shall, at its sole cost and expense, maintain and keep the Owner A Building, including all Facilities located in the Owner A Property including, without limitation, the Owner A Easement Facilities and Owner A Owned Facilities in good and safe order and condition, and shall make all repairs or replacements of, in, on, under, within, upon or about such property, whether said repairs or replacements are to the interior or exterior thereof, or structural and non-structural components thereof, or involve ordinary or extraordinary repairs or replacements, necessary to keep the same in safe first-class order and condition, howsoever the necessity or desirability thereof may arise, and whether or not necessitated by wear, tear, obsolescence, defects or otherwise. Owner A further shall not suffer or commit, and shall take all reasonable precautions to prevent, waste to the Owner A Property.

(b) Owner B Building. Except: (i) as expressly provided in Section 9.1 hereof (and related Exhibits) relating to Maintenance of certain Facilities and areas of the Building or hereinafter in this Article 12; (ii) in the event of fire or other casualty; (iii) with respect to the Owner A Easement Facilities and Owner A Owned Facilities; (iv) with respect to the Owner C Easement Facilities and the Owner C Owned Facilities, and (v) as provided in Article 8, Owner B shall, at its sole cost and expense, maintain and keep the Owner B Building, including all Facilities located in the Owner B Property, including, without limitation, the Owner B Easement Facilities and Owner B Owned Facilities in good and safe order and condition, and shall make all repairs or replacements of, in, on, under, within, upon or about such property, whether said repairs or replacements are to the interior or exterior thereof, or structural or non-structural components thereof, or involve ordinary or extraordinary repairs or replacements, necessary to keep the same in safe first-class order and condition, howsoever the necessity or desirability thereof may arise, and whether or not necessitated by wear, tear, obsolescence, defects or otherwise. Owner B shall not suffer or commit, and shall take all reasonable precautions to prevent, waste to the Owner B Property.

(c) Owner C Building. Except: (i) as expressly provided in Section 9.1 hereof (and related Exhibits) relating to Maintenance of certain Facilities and areas of the Building or hereinafter in this Article 12; (ii) in the event of fire or other casualty; (iii) with respect to the Owner A Easement Facilities and Owner A Owned Facilities; (iv) with respect to the Owner B Easement Facilities and the Owner C Owned Facilities; and (v) as provided in Article 8, Owner C shall, at its sole cost and expense, maintain and keep the Owner C Building, including all Facilities located in the Owner C Property, including, without limitation, the Owner C Easement Facilities and Owner C Owned Facilities in good and safe order and condition, and shall make all repairs or replacements of, in, on, under, within, upon or about such property, whether said repairs or replacements are to the interior or exterior thereof, or structural or non-structural components thereof, or involve ordinary or extraordinary repairs or replacements, necessary to keep the same in safe first-class order and condition, howsoever the necessity or desirability thereof may arise, and whether or not necessitated by wear, tear, obsolescence, defects or otherwise. Owner C shall not suffer or commit, and shall take all reasonable precautions to prevent, waste to the Owner C Property.

12.2 Damage Affecting Only a Portion of a Building. If any portion of the Building is damaged by fire or other casualty and if such damage occurs within one Owner's portion of a Building only and does not affect any other Owner's Building or Facilities, then any such damage shall be repaired and restored by the Owner of the portion of the Building in which any such damage occurs in such a manner as to restore such Owner's Building to the extent required to provide the Easements, Shared Facilities, functionality, services and appearance as such damaged portion of the Building had prior to such damage and in as timely a manner as practicable under the circumstances, and such Owner shall, in accordance with the provisions of Article 20

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hereof, be entitled to withdraw any insurance proceeds (including deductible amounts) held by the Depository by reason of any such damage, for application to the cost and expense of the repair and restoration of any such damage. If at any time any Owner so obligated to repair and restore such damage shall not proceed diligently with any repair or restoration and the applicable damage to a Building adversely and materially affects an Easement in favor of the other Owner or services to be furnished the other Owner under Article 9 hereof, then: (i) the Creditor Owner may give written notice to the Defaulting Owner specifying the ways in which such repair or restoration is not proceeding diligently and, if, upon expiration of ten (10) Business Days after the receipt of such notice, any such work or repair or restoration is still not proceeding diligently, then the Creditor Owner may perform such repair and restoration and may take all appropriate steps to carry out the same; or (ii) in an Emergency Situation, the Creditor Owner may immediately perform such repair or restoration and may take all appropriate steps to carry out the same. The Creditor Owner in so performing such repair and restoration shall, in accordance with Article 20 hereof, be entitled to withdraw any insurance proceeds and any other monies held by the Depository as a result of any such damage, for application to the cost and expense of any such repair or restoration and shall also be entitled to reimbursement upon demand from Defaulting Owner for all third party out-of-pocket costs and expenses reasonably incurred by the Creditor Owner in excess of said insurance proceeds. Repair and restoration under this Section 12.2 shall constitute Alterations, except that the Owner performing the repair and restoration shall not be required to obtain the other Owner's consent if such consent would not otherwise be required under Article 17.

12.3 Joint Damage. If a Building is damaged by fire or other casualty and if the provisions of Section 12.2 hereof are not applicable to all such damage, then the repair and restoration of only that portion of such damage which does not fall within the categories set forth in Section 12.2, shall be the joint responsibility of the Owner or Owners in whose portion of the Building the damage occurs or whose Facilities are damaged (the "Affected Owners"). The Affected Owners shall commence and pursue to completion such repair and restoration to completion in as timely a manner as practicable. The Affected Owners shall jointly select a contractor to perform such repair and restoration from contractors who are licensed to do business in the State of Illinois and who have substantial experience in the construction and renovation of properties of similar age and type of construction, in the downtown Chicago area. Participation by an Affected Owner in selecting an Architect or contractor shall be limited to the selection of the Architect preparing plans and specifications for, and the contractor performing repair or restoration of, such Affected Owner's respective Building or Facilities so damaged. In the event the Affected Owners fail to agree upon the selection of a contractor or contractors, the Affected Owners shall request the advice of the Architect. If after receiving the Architect's advice, the Affected Owners cannot agree on a contractor or contractors, then the selection of a contractor or contractors shall be an Arbitrable Dispute. The plans and specifications for such repair and restoration shall be prepared by the Architect, unless the Affected Owners otherwise agree upon another person or entity to prepare them in accordance with instructions given by all Affected Owners. Such plans and specifications shall provide for the damaged portion of the Building to be rebuilt as nearly identical as commercially practicable to the damaged portion of Building as constructed prior to the damage, to the extent necessary to provide the same functionality and appearance to the portions of the Building with respect to Easements, Shared Facilities, functionality, services and appearance as such Building had prior to such damage, unless prohibited by law or unless the Affected Owners otherwise agree, subject to the consent of other Owners under Section 17.1(c) where required. The Architect (or other architect or engineer preparing the plans and specifications) shall furnish to each of the Affected Owners a set of the plans and specifications which it has prepared or caused to be prepared. Unless the Affected Owners otherwise agree, any contractor or contractors shall work under the supervision of the Architect (or other architect or engineer preparing the plans and specifications), and the Architect (or other architect or engineer preparing the plans and specifications) is hereby authorized and directed to instruct the Depository, from time to time, but only with the prior approval of the Affected Owners, as such repair and restoration progresses, to disburse in accordance with Article 20 hereof, the insurance proceeds (including deductible) held by the Depository and any other

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monies deposited with the Depository pursuant to Section 12.5 hereof for application against the cost and expense of any such repair and restoration.

12.4 Cost of Repairs. If the cost and expense of performing any repair and restoration provided for in Section 12.3 hereof shall exceed the amount of available insurance proceeds, paid by reason of the damage, including deductible amounts, then such excess cost and expense (or the entire amount of such cost and expense, if there be no insurance proceeds) shall be borne by the Owners: first, in such proportion as may be required by the provisions of Article 9 providing for allocation of the Net Capitalized Cost of Replacement of Easement Facilities, until such costs are recouped, and second, in proportion to the cost and expense of repairing and restoring to their former condition their respective portions of the Building and Owned Facilities. Notwithstanding the foregoing, if an Owner has not carried the insurance required under Article 11 and, therefore, is a Defaulting Owner, then such Defaulting Owner shall pay the costs and expenses not covered by insurance which another Owner is obligated to pay which would not have been payable by such Owner if proper insurance had been carried by the Defaulting Owner to the extent of the amount which would have been available as insurance proceeds had such Defaulting Owner carried the required insurance.

12.5 Deposit of Costs. In any instance of repair or restoration pursuant to Sections 12.3 or 12.4 hereof, an Affected Owner may require that an estimate of the cost or expense of performing such repair or restoration be made by a reputable independent professional construction cost-estimating firm, unless a construction contract providing for the performance of such repair and restoration at a stipulated sum has theretofore been executed. If said estimate or stipulated sum, or if the actual amount incurred in performing repair or restoration, exceeds the amount of insurance proceeds, if any, paid or payable by reason of the damage, then any Affected Owner may at any time give notice to the other Affected Owner demanding that each Affected Owner deposit with the Depository the amount of such excess cost and expense attributable to each Owner pursuant to Section 12.4. Any Affected Owner maintaining deductible amounts shall deposit the deductible amounts with the Depository. In lieu of depositing its share of such excess amount or deductible amount based upon said estimate or stipulated sum, or actual cost and expense of performing such repair or restoration, an Affected Owner may deliver to the Depository security for payment of its share reasonably acceptable to the other Affected Owners. Such security may be in the form of, but shall not be limited to, an irrevocable and unconditional letter of credit reasonably satisfactory to the other Affected Owner(s) and their Mortgagees (if any), in favor of the Depository in the face amount of the share owed or an irrevocable loan commitment, reasonably satisfactory to the other Affected Owner(s) and their Mortgagees (if any), issued by a responsible lending institution, to disburse an amount equal to such Owner's share of such excess or deductible amount to the Depository to pay the cost and expense of any such repair or restoration as the work progresses, in proportion to such Affected Owner's share of the cost and expense of any such repair or restoration. If the amount of the security required is based on an estimate of the cost and expense of repair and restoration, then the amount of security required to be deposited or available shall be readjusted upward or downward as the work progresses based on actual cost and expenses of the work. If an Affected Owner shall fail to pay, or, as the case may be, deposit, such Affected Owner's share of the cost and expense (or estimated cost and expense) of performing any repair or restoration in accordance with this Section 12.5, or fails to deliver the security provided for above within twenty (20) days after receipt of the other Affected Owner's written demand therefor, then the Creditor Owners may pay the Defaulting Owner's share and the Defaulting Owner shall, upon written demand, reimburse the Creditor Owner for such payment and the Creditor Owner's reasonable costs and expenses incurred in connection with such payment.

12.6 Excess Insurance Proceeds. Upon completion of the repair and restoration of any damage to a Building, any remaining insurance proceeds paid by reason of such damage shall be refunded to each Affected Owner in proportion to the ratio that the insurance proceeds contributed by such Affected Owner or by such Affected Owner's insurance company bears to the total insurance proceeds made available by the

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insurer for the repair and restoration or, if the insurance is provided by a single policy covering the Building, then the ratio of insurance proceeds attributed to such Affected Owner's portion of the affected Building and Owned Facilities by the insurer or the Affected Owner to the total insurance proceeds made available by the insurer or the Affected Owner for the repair and restoration. For purposes of this Section 12.6, insurance proceeds include deductible amounts.

12.7 Agreement Not to Repair. If a Building is destroyed or substantially damaged, and the Affected Owners do not unanimously agree not to rebuild (e.g., Owner A desires to rebuild and Owner B and Owner C desire to not rebuild), then the provisions of Section 12.3 shall apply and the Building shall be repaired and restored. If at the time of any casualty a portion (but not all) of a Parcel has been submitted to the Act, for purposes of this Section 12.7, the "Affected Owner" of such Parcel shall be deemed to have agreed to rebuild the Building located in such Parcel unless both the Association governing the portion of such Parcel submitted to the Act and the Owners of any portion of such Parcel not submitted to the Act unanimously agree not to rebuild the Building located in such Affected Parcel. If a Building is destroyed or substantially damaged and the Affected Owners unanimously agree not to rebuild, repair or restore such Building, such Building shall be demolished to the extent necessary to comply with all applicable Laws. In such event, the available insurance proceeds, other than insurance proceeds used to cause said demolition to be performed, shall be refunded to each Affected Owner in the same ratio of insurance proceeds contributed by such Affected Owner or by such Affected Owner's insurance company to the total insurance proceeds paid by reason of such damage or, if the insurance is provided by a single policy covering the affected Building, then in the ratio of insurance proceeds attributed by the insurer to such Affected Owner's portion of such Building and Owned Facilities to the total insurance proceeds paid by reason of such damage. Such demolition shall be deemed to be a "repair or restoration" to which the provisions of Sections 12.3, 12.4, 12.5 and 12.8 are applicable except that demolition, and not construction, shall be performed. After such demolition, the parties shall obtain an appraisal of the property of the affected Building by an MAI appraiser and shall offer such property for sale at the appraised price, or such other price as the Affected Owners agree upon. After sale of such property upon terms agreed to by the Owners, the Owners shall divide the proceeds in accordance with a formula determined by such MAI appraiser.

12.8 Costs Defined. For purposes of this Article 12, architects' and engineers' fees, attorneys' fees, consultants' fees, title insurance premiums and other similar costs and expenses relating to repair or restoration shall be included in the costs and expenses of any such repair or restoration.

12.9 Common Walls, Floors and Ceilings. The obligations of the Owners under Section 12.1 shall be deemed to include an obligation to the center of Common Walls, Floors and Ceilings (including doors) regardless of the exact location of the boundary between the respective Parcels; provided, however, the Owners shall coordinate work with respect to Common Walls, Floors and Ceilings and doors and share equally their cost, except that improvements or repairs and maintenance benefiting only one Owner shall be performed by and shall be at such Owner's sole cost.

ARTICLE 13

LIENS, DEBTS, INTEREST AND REMEDIES

13.1 Failure to Perform. If at any time, any Owner fails within twenty (20) Business Days after notice or demand to pay any sum of money due to a Creditor Owner under or pursuant to the provisions of this Declaration or any other time period expressly provided for such payment to be made (thereby becoming a Defaulting Owner) then, in addition to any other rights or remedies the Creditor Owner may have, the Creditor Owner shall have: (A) a lien against the portion of the Building and Parcel owned by the Defaulting

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Owner; and (B) in the event of a default under Article 12, a lien also against any insurance proceeds payable to the Defaulting Owner for loss or damage to such portion of a Building or Parcel or otherwise under insurance policies carried pursuant to Article 10 hereof, to secure the repayment of such sum of money and all interest on such sum accruing pursuant to the provisions of this Article 13. Such liens shall arise immediately upon the recording of a notice by the Creditor Owner with the Recorder and may be enforced by a proceeding in equity to foreclose such lien through a judicial foreclosure in like manner as a mortgage of real property in the State of Illinois. Such liens shall continue in full force and effect until such sum of money and any accrued interest thereon ("Default Amount") shall have been paid in full. A Creditor Owner shall release its lien upon payment in full. Notwithstanding the foregoing, a Creditor Owner's lien shall be superior to and shall take precedence over any Mortgage, trust deed or other encumbrance constituting a lien on the portion of the Building or Property owned by the Defaulting Owner, except a Prior Lien. A "Prior Lien" means the lien for ad valorem real estate taxes and a Mortgage which has been recorded against the Building or Property prior to the time of recording of the Creditor Owner's notice of lien.

13.2 No Diminution of Lien

(A) No conveyance or other divestiture of title (except foreclosure of a Prior Lien which is superior to a lien arising under Article 13) shall in any way affect or diminish any lien arising pursuant to this Article 13, and any lien which would have arisen against any property pursuant to this Article 13 had there been no conveyance or divestiture of title (except foreclosure of a Prior Lien which is superior to a lien arising under Article 13) shall not be defeated or otherwise diminished or affected by reason of such conveyance or divestiture of title.

(B) If at any time any Owner as a Creditor Owner has recorded a notice of lien under Section 13.1 of this Declaration, which lien has not been foreclosed, released, or satisfied in full, and if such portion of the Property or any part or interest is thereafter sold, the Creditor Owner shall be entitled to receive from the proceeds of such sale the lesser of: (i) an amount sufficient to satisfy that portion of the unpaid Default Amount; and (ii) the entire proceeds from the sale, minus any amount paid to satisfy a Prior Lien. Following any such sale, the Creditor Owner, shall continue to have a lien on the Defaulting Owner's portion of the Property to secure repayment of any unpaid portion of the Default Amount. The Creditor Owner holding this lien shall have the right to the proceeds of any subsequent sales of such Defaulting Owner's portion of the Property, as provided in this Article 13. If the amount secured by such lien is being contested in a judicial action or is the subject of arbitration under Article 14, then the proceeds which a Creditor Owner is to receive to satisfy its lien shall be deposited with the Depository or other escrow acceptable to the Creditor Owner and held for disbursement at the joint order of the Owners or as directed by court order or by the arbitrator in such arbitration, as applicable.

13.3 Mortgagee's Subrogation. The Mortgagee on all or any portion of an Owner's Property shall have the right to be subrogated to the position of the holder of any lien arising pursuant to this Article 13 affecting the property secured by its Mortgage, and to receive an assignment of such lien, upon payment of the amount secured by such lien.

13.4 Interest Rate. Interest shall accrue on all sums owed by a Defaulting Owner to a Creditor Owner (whether or not the specific provision of this Declaration requiring payment by a Defaulting Owner to a Creditor Owner expressly references such interest) and shall be payable from the date any such sum first became due hereunder until paid in full, at a rate of interest equal to the floating rate which is equal to three percent (3%) per annum in excess of the annual rate of interest from time to time announced by Bank One at Chicago, Illinois or any successor thereto as its base or prime or reference rate of interest, or if a base or

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reference rate is not announced or available, then interest shall accrue at the annual fixed rate of eighteen percent (18%).

13.5 Cumulative Remedies. The rights and remedies of an Owner provided for in this Article 13 or elsewhere in this Declaration are cumulative and not intended to be exclusive of any other remedies to which such Owner may be entitled at law or in equity or by statute. An Owner may enforce, by a proceeding in equity for mandatory injunction, another Owner's obligation to execute or record any document which such other Owner is required to execute under or pursuant to this Declaration. The exercise by such Owner of any right or remedy to which it is entitled hereunder shall not preclude or restrict the exercise of any other right or remedy provided hereunder or at law and equity; provided, however, that, notwithstanding any other provision herein to the contrary, no Owner shall be entitled to "economic loss" (including lost profits, if or however characterized as damages) or special or consequential damages from the other Owner as a result of any breach by the other Owner of its obligations under this Declaration.

13.6 No Set-Off. Each claim of any Owner arising under this Declaration shall be separate and distinct, and no defense, set-off, offset or counterclaim arising against the enforcement of any lien or other claim of any Owner shall thereby be or become a defense, set-off, offset or counterclaim against the enforcement of any other lien or claim.

13.7 Period of Limitation. Actions to enforce any right, claim or lien under this Declaration shall be commenced within three (3) years immediately following the date the cause of action accrued, or such other shorter period as may be provided by law or statute.

13.8 Attorneys' Fees. A Defaulting Owner shall pay the reasonable attorneys' fees and court costs (including appeals of any judgment or order) paid or incurred by a Creditor Owner in successfully enforcing its rights against the Defaulting Owner under this Declaration. In the case of an appeal, attorneys' fees shall be payable after the decision in such appeal.

13.9 Self-Help. Without limiting any other rights or remedies of an Owner, including any other self-help provision of this Declaration which grants an Owner the right to perform an obligation which the other Owner has failed to perform, a Creditor Owner shall have the right, in an Emergency Situation, upon reasonable advance notice, if possible under the circumstances and which may be oral, to perform the obligation which the Defaulting Owner has failed to perform until the Defaulting Owner cures such default. The Creditor Owner shall be entitled to payment from the Defaulting Owner for all costs and expenses (including reasonable attorney's fees, including appeals from judgments or orders) paid or incurred by the Owner in performing such obligation which the Defaulting Owner has failed to perform. Where a specific self-help right is granted elsewhere under this Declaration for nonperformance of an obligation, such provision shall control the provisions of this Section 13.9.

13.10 No Liens. An Owner performing any work required or provided for under this Declaration shall use reasonable efforts to include in any construction contract a provision pursuant to which the contractor: (i) recognizes the separate ownership, as applicable, of the Owner A Property and the Owner B Property, and agrees that any lien rights which the contractor or subcontractors have under the Mechanics' Liens Act set forth in 770 ILCS 60/0.01 et seq. shall only be enforceable against the portion of the Property owned by the Altering Owner; or (ii) agrees that, to the extent permitted by Law, no lien or claim may be filed or maintained by such contractor or any subcontractors and agrees to comply with the provisions of Section 21 of the Mechanics' Lien Act in connection with giving notice of such "no lien" provision.

ARTICLE 14

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ARBITRATION

14.1 Disputes Subject to Arbitration; Arbitration Procedure. All questions, differences, disputes, claims or controversies arising among or between Owners under this Declaration:

- (a) constituting a monetary claim involving an amount as to any one claim not exceeding \$1,000,000.00 (in 2005 Equivalent Dollars); or
- (b) expressly made an Arbitrable Dispute or subject to arbitration under this Article 14 by the terms of this Declaration; or
- (c) involving any of the following matters:
 - (i) selection of an insurance company or apportionment of insurance premiums under Section 11.2 hereof;
 - (ii) appointment of a contractor or contractors pursuant to Sections 12.3 or 16.4 hereof;
 - (iii) replacement of the Architect pursuant to Section 21.1 hereof;
 - (iv) other failure to agree on a matter described in Sections 19.1, 21.1 or 21.4 which this Declaration expressly requires the Owners to jointly decide or agree upon;
 - (v) disputes arising generally under Sections 10.5, 10.6 or 10.7, or under Articles 9, 10, 12, 16 or 17; or
 - (vi) matters otherwise not constituting Arbitrable Disputes but which are incidental to and not easily divisible from an Arbitrable Dispute being submitted to Arbitration,

which (with respect to any of such matters) shall not be resolved within sixty (60) days after it shall arise (or such other shorter or longer time period expressly provided herein), shall be mediated in at least one (1) meeting with a mediator chosen by the Chief Judge of the United States District Court of the Northern District of Illinois. Each Owner who is a party to the mediation shall cause the mediator to be selected within five (5) Business Days, and mediation shall commence within five (5) Business Days after selection of a mediator, notwithstanding that a longer period may be allowed under Court mediation rules.

If such dispute is not resolved by mediation within twenty (20) Business Days after meeting with a mediator, then such dispute shall be submitted for arbitration to one (1) arbitrator at the Chicago, Illinois office of the American Arbitration Association in accordance with its then existing Commercial Arbitration Rules for expedited arbitration. Each Owner who is a party to the arbitration shall cause the arbitrator to be selected within ten (10) Business Days, and proceedings shall commence within five (5) Business Days after selection of the arbitrator, notwithstanding that a longer period may be allowed under the Commercial Arbitration Rules. In the case of disputes under clauses (c)(i), (ii) or (iii) above, or where the subject for arbitration is otherwise the joint selection or appointment of an individual, company or other entity to perform professional or other services, the decision of the arbitrator shall be limited to the individuals, companies and

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other entities proposed by the Owners in their attempt to agree or from those included in an approved list submitted by the Owners. In the case of any other matter which the parties fail to agree upon which this Declaration expressly requires the Owners to jointly decide or agree upon, the decision of the arbitrator shall be limited to the terms (or a compromise of such terms) or within the scope of the terms proposed by each of the Owners in the negotiations of the issue and the provisions of this Declaration, if any, which require the arbitrator to make a particular finding. Any award issued by the arbitrator shall take into account and be consistent with any standards, terms or conditions contained in this Declaration expressly governing the subject of the dispute, except in those instances where the arbitrator is required to select an individual, company or entity from those selected by the Owners and none meets such standards, terms or conditions. Arbitration may be initiated by any Owner. The Owner initiating arbitration shall notify the other Owner of the filing of a claim and demand in arbitration on the day of filing. Owners may not seek injunctive relief in the arbitration. The fees and costs of such arbitration (filing fees, arbitrators' fees and expenses, court reporter's fees and transcript fees, but exclusive of witness fees and attorneys' fees) shall be borne equally by the Owners involved in the arbitration; provided that the arbitrator may include in its award any of the fees and costs of arbitration. Any award of the arbitrator shall be final and binding upon the Owners and judgment thereon shall be entered by any court of competent jurisdiction. Any award including payment of delinquent amounts shall include interest on such delinquent amounts at the rate set forth in Section 13.4. Where a dispute involves both matters which are Arbitrable Disputes and matters which are not Arbitrable Disputes which are not incidental to the Arbitrable Dispute and not easily divisible from it, the dispute shall not be submitted to arbitration.

14.2 Monetary Adjustment (Equivalent Dollars). For purposes of this Declaration, "2005 Equivalent Dollars" means the equivalent purchasing power at any time of the value of the same number of U.S. Dollars in calendar year 2005. The 2005 Equivalent Dollars of any amount shall be determined by multiplying said amount by one (1) plus a fraction (but not less than zero) (expressed as a percentage), the numerator of which is the difference obtained by subtracting (x) the Consumer Price Index for January, 2005 from (y), the monthly Consumer Price Index (as hereinafter defined) last published prior to the date of such determination, and the denominator of which is the Consumer Price Index for January, 2005. As used herein, the term "Consumer Price Index" shall mean the Consumer Price Index for Urban Wage Earners and Clerical Workers, Chicago, Gary, Lake County, IL-IN-WI All Items (Base Year 1982-4 = 100) for the applicable month published by the Bureau of Labor Statistics of the United States Department of Labor or similar index agreed to by the Owners if such index is no longer available.

ARTICLE 15

UNAVOIDABLE DELAYS

No Owner shall be deemed to be in default in the performance of any obligation created under or pursuant to this Declaration, other than an obligation requiring the payment of a sum of money, and as long as nonperformance of such obligation shall be directly caused by fire or other casualty, national emergency, governmental or municipal laws or restrictions, enemy action, flood, civil commotion, strikes, lockouts, unavailability of labor or materials to projects generally in the Chicago metropolitan area, war or national defense preemptions, acts of God, energy shortages or similar causes beyond the reasonable control of such Owner applicable to projects generally in the Chicago metropolitan area (other than inability to make payment of money) ("Unavoidable Delay") and the time limit for such performance shall be extended for a period equal to the period of any such Unavoidable Delay. The Owner unable to perform (hereinafter in this Article the "Non-Performing Owner") shall notify the other Owner in writing of the existence and nature of any Unavoidable Delay within a reasonable time after the onset of any such Unavoidable Delay. The Non-Performing Owner shall, from time to time upon written request of the other Owner, keep such other Owner

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fully informed, in writing, of all further developments concerning any such Unavoidable Delay. If non-performance is due to an Unavoidable Delay affecting the Non-Performing Owner which does not affect the other Owner's self-help remedy provided for elsewhere in this Declaration and which is otherwise exercisable for such non-performance, then notwithstanding such Unavoidable Delay, the other Owner shall still be entitled to the self-help remedy exercisable only under reasonable circumstances with respect to those obligations to have been performed by the Non-Performing Owner which are the subject of Unavoidable Delay.

ARTICLE 16

CONDEMNATION

16.1 In General. In the event of a taking by the exercise of the power of eminent domain or deed in lieu of condemnation of all or any part of a Building or Parcel by any competent authority for any public or quasi-public use, the award, damages or just compensation (the "Award") resulting from any such taking shall be allocated and disbursed, and any repair and restoration of such Building shall be performed, in accordance with the requirements of this Article 16. The Owners of such Building or Parcel shall cooperate with one another to maximize the amount of the Award.

16.2 Payment of Award to Depository; Temporary Taking Awards. All Awards resulting from the taking of all or any part of a Building or Parcel other than damages resulting from a taking for the temporary use of space as hereinafter described, shall be paid to the Depository by the Owners, regardless of the Owner who received the Award, except as otherwise provided in Section 16.3, and the Depository shall disburse the Award as hereinafter provided. In the event of a taking of temporary use of any space not affecting Easements or services described in Section 9.1 hereof, each Owner shall be entitled to receive directly from the taking authority any Award resulting from such temporary taking within its respective portion of the Property.

16.3 Taking of Only One Parcel. In the event of a taking (other than a temporary taking) of a part of a single Owner's Property or Owned Facilities only (not including any Easement Facilities or Owned Facilities of another Owner), then, the Owner of the portion of the Building or Owned Facilities in which the taking occurred shall repair and restore the remainder of its portion of the Building or Owned Facilities to form an architectural and functional whole, to the extent that the failure to do so would adversely and materially affect an Easement in favor of any other Owner essential to the other Owner's operations or the services to be furnished the other Owner under Article 9. Such repair and restoration shall be commenced and pursued to completion in as timely a manner as practicable under the circumstances and shall be at the sole cost and expense of the Owner of the portion of the Building or Owned Facilities in which the taking occurred. Such Owner shall be entitled to withdraw any Award paid to the Depository by reason of such taking for application to the cost of said repair and restoration in accordance with the provisions of Article 20 hereof and to retain any excess not required for such repair and restoration; provided, however, that the right of any particular Owner to receive a portion of such excess, if any, shall be subject to the provisions of Section 23.11. If the cost of repair or restoration is estimated to be less than \$100,000, then the Award need not be paid to the Depository. If at any time any Owner so obligated to repair and restore such damage shall not proceed diligently with any repair or restoration which adversely and materially affects an Easement essential to the other Owner's operations in favor of the other Owner or the services to be furnished the other Owners under Article 9 hereof, then (i) a Creditor Owner may give written notice to the Defaulting Owner specifying the ways in which such repair or restoration is not proceeding diligently and, if, upon expiration of

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ten (10) Business Days after the receipt of such notice, any such work of repair or restoration is still not proceeding diligently, then a Creditor Owner may perform such repair and restoration and may take all appropriate steps to carry out the same; or (ii) in an Emergency Situation (other than an Emergency Situation involving solely an economic loss) a Creditor Owner may immediately perform such repair or restoration and may take all appropriate steps to carry out the same. The Creditor Owner in so performing such repair and restoration shall, in accordance with Article 20 hereof, be entitled to withdraw any Award and any other monies held by the Depositary as a result of any such taking, for application to the cost and expense of any such repair or restoration and shall also be entitled to reimbursement upon demand from Defaulting Owner for all costs and expenses incurred by Creditor Owner in excess of the Award and other monies. Repair and restoration under this Section 16.3 constitutes Alterations, except that the Owner performing repair and restoration shall not be required to obtain the other Owner's consent if it would not otherwise be required under Article 17, and a Creditor Owner shall not be required to obtain the consent of a Defaulting Owner.

16.4 Repair and Restoration by All Owners. In the event of a taking other than: (A) a temporary taking described in Section 16.2 hereof; (B) a taking described in Section 16.3 hereof; or (C) a taking of all or substantially all of a Building or all of the Parcels underlying a Building, then, the Owners affected by such taking shall cooperate to repair and restore the remainder of the affected Building in accordance with plans and specifications (hereinafter described) approved by all affected Owners and their Mortgagees. Such repair and restoration shall be commenced and pursued to completion in as timely a manner as practicable under the circumstances and shall be performed on behalf of the Owners by a contractor or contractors jointly selected by the affected Owners. In the event the affected Owners fail to agree upon the selection of a contractor or contractors, the affected Owners shall request the advice of the Architect. If after receiving the Architect's advice, the affected Owners cannot agree on a contractor or contractors, then the selection of a contractor or contractors shall constitute an Arbitrable Dispute. If such repair and restoration is to be performed solely in the portion of a Building owned by one Owner, then the approval of any other Owner shall not be required with respect to the plans and specifications therefor which do not constitute Alterations requiring consent of the other Owners under Article 17, nor shall the consent of any other Owner be required with respect to the selection of a contractor. In such event, however, such Owner shall consult with the other Owners of the affected Building. The plans and specifications for such repair and restoration shall be prepared by the Architect, unless the affected Owners shall otherwise agree. Such plans and specifications shall provide for repair and restoration of the remainder of a Building to form an architectural and functional whole, with such changes in such Building as shall be required by reason of such taking. If, as a result of such taking, any Easements or covenants under this Declaration are extinguished or materially impaired, then changes shall be made to provide for Easements and for furnishing of services comparable, to the extent commercially practicable, to Easements created under Articles 3 and 4 hereof and for the furnishing of services under Article 9 hereof. The Architect will furnish to each of the Owners of the affected Building (but only if and to the extent such affected Owner's approval is required) a set of such plans and specifications for their approval. Unless the affected Owners otherwise agree, the contractor or contractors shall work under the supervision of the Architect, and the Architect is hereby authorized and directed to instruct the Depositary, from time to time, but only with the prior approval of the Owner or Owners in whose portion of the Parcel such repair and restoration is being performed, as such repair and restoration progresses, to disburse, in accordance with Article 20 hereof, any Award paid to the Depositary for application to the cost and expense of such repair and restoration.

16.5 Excess Award. The Award for any taking described in Section 16.4 shall first be used to pay for the repair and restoration (including any demolition, repair or restoration under Section 16.4). Any excess of the Award over the cost of repair and restoration shall then be allocated to an Owner in the same ratio that the apportionment of the Award to such Owner (including other parties with an interest in such Owner's portion of the Property) bears to the apportionment of the Award to the other Owner(s) (including parties with

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an interest in the other Owners' portion of the Property affected by such taking); provided, however, that the right of an Owner to receive its share of any such excess shall be subject to the provisions of Section 23.11. If there is no apportionment in any judicial or administrative proceeding, the Owners affected by such taking shall petition for such apportionment, if possible. Otherwise, the Owners affected by such taking shall negotiate with one another in good faith to arrive at an allocation to each of such excess based upon the same general criteria that would have been used in such proceedings to apportion the Award. A failure to reach resolution shall constitute an Arbitrable Dispute.

16.6 Allocation of Award. In the event of a taking of all or substantially all of a Building, the Award for such taking shall be allocated to the Owners of such affected Building in accordance with the apportionment made in any final judicial or administrative proceedings in connection with the taking and paid to such Owners, in accordance with said apportionment; provided, however, that the right of an Owner to receive its share of any award and payment shall be subject to the provisions of Section 23.11.

ARTICLE 17

ALTERATIONS

17.1 Permitted Alterations

An Owner (an "Altering Owner") may, at anytime, at such Altering Owner's sole cost and expense, make additions, improvements or alterations ("Alterations") to the part of a Building within such Altering Owner's portion of the Property, provided that such Alterations comply with all of the provisions of this Article 17. Alterations which include relocation of Facilities serving the non-Altering Owner, shall be permitted, subject to compliance with the conditions set forth in this Article 17. Replacement of such Facilities may be made by an Altering Owner without consent of other Owner, subject to the provisions of Section 9.8. The provisions of this Article 17 governing Alterations do not negate or diminish other provisions of this Declaration having to do with additions, improvements or Alterations expressly required or permitted in Articles 8 (Structural Support), 9 (Maintenance and Services), 10 (Compliance With Laws), 12 (Maintenance and Repair) and 16 (Condemnation) hereof, which are governed by such provisions only and not this Article 17 unless also designated in such Articles as "Alterations" to be governed by this Article 17.

(b) [Intentionally Omitted]

(c) Alterations to an Owner's portion of the Building shall not be made without the prior written consent of the other Owner(s) unless otherwise expressly permitted by this Declaration if such Alterations will:

- (1) during their performance or upon their completion, unreasonably diminish the benefits afforded to such other Owner by an Easement or unreasonably interrupt such other Owner's use or enjoyment of any Easement;
- (2) during their performance or upon their completion, degrade or diminish services to the other Owner under Article 9;
- (3) materially increase the costs or expenses for which such other Owner is or would be responsible pursuant to Article 9 hereof, unless the Altering Owner assumes the increase in costs allocated to such Alteration;

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(4) consist of drilling, coring, chopping, cutting or otherwise making any opening or hole into any Structural Supports in violation of Article 8;

(5) consist of or result in discharge, release, emission, deposit, treatment, transport, production, incorporation, disposal, leakage, transfer or escape of Hazardous Material, in a manner which fails to comply with any applicable Law;

(d) If, at any time, the Altering Owner proposes to make any Alterations which require or could possibly require (in the Altering Owner's reasonable opinion or the reasonable opinion of any other Owner) the consent of any other Owner, then before commencing or proceeding with such Alterations, the Altering Owner, at its own cost, shall deliver to such other Owner a copy of the plans and specifications showing the proposed Alterations and a reference to this Section 17.1. An Altering Owner may also at any time request confirmation from the other Owner that its consent is not required with respect to proposed Alterations, if such Alterations do not require its consent and such confirmation shall be given within fifteen (15) days after the request is made. No response during such fifteen (15) day period shall be deemed confirmation that no consent is required. If an Owner's consent is required and such other Owner consents to such Alterations or does not respond (with approval, disapproval, request for additional information or time or statement of conditions for approval or disapproval) within fifteen (15) days (as hereinafter extended) after receipt of plans and specifications, the Altering Owner may proceed to make its Alterations substantially in accordance with said plans and specifications. Within the fifteen (15) day response period the other Owner may request: (i) additional information with respect to the proposed Alterations, in which case the other Owner will be granted an additional fifteen (15) days to respond from the date the other Owner receives such additional information; or (ii) an extension of the time to respond, which extension of time shall not exceed ten (10) days from the date of the request. The Owner whose consent is requested will not unreasonably delay its response, having in mind the scope and complexity of the proposed Alterations. If, in the good faith opinion of the other Owner, the Altering Owner has violated or will violate the provisions of Section 17.1(a) or (c), then such Owner (the "Objecting Party") believing a violation exists shall notify the Altering Owner of its opinion that the Alterations or proposed Alterations violate or will violate the provisions of Section 17.1(a) or (c) hereof, and shall specify the respect or respects in which its provisions are or will be violated. If an Objecting Party in good faith asserts a violation of Section 17.1(a) or (c), then the Altering Owner shall not commence with the Alterations or proceed with the Alterations, if already commenced, until the matter has been resolved (except in an Emergency Situation). In addition to the rights or remedies to which the Objecting Party may be entitled by reason of an Altering Owner's violation or likely violation of the provisions of this Section 17.1, the Objecting Party shall be entitled to seek and obtain injunctive relief to enjoin any such violation.

(e) An Owner in making Alterations, shall: (i) perform all work in a good and workmanlike manner and in accordance with good construction practices; (ii) comply with all Laws, including, without limitation, the City of Chicago Building Code; and (iii) comply with all of the applicable provisions of this Declaration. Each Owner shall, to the extent reasonably practicable, make Alterations within its portion of a Building in such a manner and at times so as to minimize any noise, vibrations, particulates and dust infiltration or other disturbance which would disturb an occupant or occupants of the other portion of the Building, but such Owner shall not be liable in any event for damages as a result of any such disturbance (as opposed to physical damage to property) normally incidental to construction. The foregoing restriction on damages shall not restrict an Owner's right to seek and obtain injunctive relief from unreasonable disturbances. An Altering Owner may perform work during any hours permitted by applicable Law. However, if requested by an Owner who would otherwise suffer unreasonable disturbance, the Altering Owner shall not unreasonably refuse to perform work outside normal business hours and shall pay all costs associated with work at times other than normal business hours, including overtime and delay costs.

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17.2 Building Permits. Applications for building permits to make Alterations shall be filed and processed by the Altering Owner without the joinder of any other Owner in such application, unless the City or other government agency having jurisdiction thereof requires joinder of the other Owner. An Altering Owner shall send copies of any building permits to another Owner within the Building at such other Owner's request. If joinder by the other Owner not making Alterations is so required, said Owner shall cooperate in executing such application or other instruments as may be necessary to obtain the building permit; provided, however, the Altering Owner shall indemnify and hold harmless the other Owner from and against any and all loss, liability, claims, judgments, costs and expenses (including reasonable attorney's fees, including appeals of any judgment or order) arising out of the other Owner's execution of the application, permit or other instrument. If an Owner fails to execute said application or instruments when required hereunder to do so, and there is no dispute between the Owners concerning the affected Alterations, the other Owner is hereby irrevocably appointed attorney-in-fact of the other Owner (such power of attorney being coupled with an interest and hence, irrevocable) to execute said application or instruments on behalf of such other Owner.

ARTICLE 18

ESTOPPEL CERTIFICATES

Each Owner shall, from time to time, within ten (10) Business Days after written request from any other Owner, any prospective transferee of such Owner or any Mortgagee or prospective Mortgagee which has complied with the notice provisions of Section 23.11(B) hereof, execute, acknowledge and deliver to the requesting party, a certificate ("Estoppel Certificate") stating:

- (A) That the terms and provisions of this Declaration are unmodified and are in full force and effect or, if modified, identifying such modifications;
- (B) Whether, to the knowledge of the Owner executing the Estoppel Certificate, there is any existing default under this Declaration (or grounds therefor after giving the requisite notice hereunder) by the requesting Owner and, if so, specifying the nature and extent thereof;
- (C) Whether there are any sums (other than payments for Operating Expenses owed under Article 9 which in the aggregate are less than \$10,000.00 and are not overdue) which the Owner executing such Estoppel Certificate is entitled to receive or demand from the requesting Owner, and if there is any such sum, specifying the nature and amounts thereof;
- (D) Whether the Owner executing the Estoppel Certificate has performed or is performing work other than services pursuant to Article 9 hereof, the cost of which such Owner is or will be entitled to charge in whole or in part to the requesting Owner under the provisions hereof, but has not yet charged to such requesting Owner, and if there be any such work, specifying the nature and extent thereof and the projected amount to be paid by the requesting Owner;
- (E) The nature and extent of any setoffs, claims, counterclaims or defenses then being asserted or capable of being asserted (after giving the requisite notice, if any, required hereunder), or otherwise known by the Owner, against the enforcement of the requesting Owner's rights hereunder;
- (F) The total amount of all liens being asserted or capable of being asserted (after giving the requisite notice, if any, required hereunder) by the Owner executing the Estoppel Certificate under the

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provisions of this Declaration describing the applicable provision or provisions and the details of any such lien claim;

(G) Whether the Owner executing the Estoppel Certificate has requested that a matter be submitted to arbitration, which matter has not been discharged, released or otherwise resolved, and if so, a copy of any such notice or notices shall be delivered with the Estoppel Certificate;

(H) The nature of any arbitration proceeding or finding under Article 14 made within the ninety (90) days preceding the date of such Estoppel Certificate;

(I) The current address or addresses to which notices given to the Owner executing such Estoppel Certificate are required to be mailed under Article 22 hereof, and

(J) Such other facts or conclusions as may be reasonably requested.

If the requesting party is a Mortgagee or prospective Mortgagee, the Owner on whose property it holds or intends to hold a Mortgage will be deemed the "requesting Owner." If the requesting party is a prospective transferee of an Owner, such Owner will be deemed the "requesting Owner."

ARTICLE 19

DEPOSITARY

19.1 Appointment of Depositary. A depositary (the "Depositary") shall be appointed, at or before such time as the duties of Depositary are to be performed, in the manner hereinafter provided to receive insurance proceeds and Awards, to disburse such monies and to act otherwise in accordance with the terms and provisions of this Declaration. The Depositary shall be appointed by the Owners jointly, with the consent of each such Owner's Mortgagee (to the extent such consent is required pursuant to such Owner's Mortgage), and shall be one of the then five (5) largest banks or trust companies (measured in terms of capital funds) or a nationally recognized title insurance company with offices in downtown Chicago, Illinois or other bank or trust company agreed to by the Owners. Any Owner may at any time propose a Depositary, and if the Owners fail to agree on a Depositary within ten (10) Business Days after receipt of the proposal by the other Owner, the disagreement shall become an Arbitratable Dispute. Each Owner shall be responsible for a portion of the Depositary's reasonable fees and expenses for acting as Depositary equal to their pro rata interest in the Award, unless the Depositary is holding funds for the benefit of only one Owner in which case such Owner shall be solely responsible for the Depositary's reasonable fees and expenses for acting as Depositary with respect to such matter. In either event, the Depositary shall be entitled to retain said fees and expenses, free of trust, from monies held by it. Any Owner may propose to the other Owner how such fee shall be shared and if the Owners fail to agree on a cost sharing arrangement within ten (10) Business Days after receipt of an Owner's proposal, such disagreement shall become an Arbitratable Dispute. Any Depositary appointed to act hereunder shall execute an agreement with the Owners accepting said appointment in substantially the form attached hereto as Exhibit 19.1 and made part hereof.

19.2 Account Designation; Liability of Depositary. The Depositary shall deposit any insurance proceeds and/or Awards in a segregated account approved by the Owners and which, in any event, complies with the requirements (if any) of the affected Owners' Mortgages. The Depositary shall not be liable or accountable for any action taken or disbursement made in good faith by the Depositary, except those arising from its own negligence or willful misconduct. The Depositary's reliance upon advice of independent counsel shall be conclusive evidence of good faith, but shall not be the only manner in which good faith may be

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shown. The Depository shall have no affirmative obligation to prosecute a determination of the amount of, or to effect the collection of, any insurance proceeds or Awards unless the Depository shall have been given an express written authorization from the Owners; provided that if only one Owner is entitled to said insurance proceeds or Awards, then said Owner may authorize the Depository to so proceed. In addition, the Depository may rely conclusively on any certificate furnished by the Architect to the Depository in accordance with the provisions of Section 20.1 hereof and shall not be liable or accountable for any disbursement of funds made by it in reliance upon such certificate or authorization.

19.3 Interest on Deposited Funds. The Depository shall have no obligation to pay interest on any monies held by it, unless the Depository shall have given an express written undertaking to do so or unless all of the Owners for whose benefit monies are being held have requested, that the Depository undertake to do so. However, if the monies on deposit are not held in an interest-bearing account pursuant to an agreement among the Depository and the applicable Owners, then the Depository, within thirty (30) days after request from any Owner given to the Depository and to the other applicable Owners and their respective Mortgagees, shall purchase with such monies, to the extent feasible, negotiable United States Government securities payable to bearer and maturing within thirty (30) days from the date of purchase thereof, except insofar as it would, in the good faith judgment of the Depository, be impractical to invest in such securities by reason of any disbursement of such monies which the Depository expects to make shortly thereafter, and the Depository shall hold such securities in trust in accordance with the terms and provisions of this Declaration. Any interest paid or received by the Depository on monies or securities held in trust, and any gain on the redemption or sale of any securities, shall be added to the monies or securities so held in trust by the Depository. Unless the Depository shall have undertaken to pay interest thereon, monies received by the Depository pursuant to any of the provisions of this Declaration shall not be mingled with the Depository's own funds and shall be held by the Depository in trust for the uses and purposes herein provided.

19.4 Indemnification of Depository. In consideration of the services rendered by Depository, the Owners jointly and severally hereby agree to indemnify and hold harmless the Depository from any and all damage, liability or expense of any kind whatsoever (including, but not limited to, reasonable attorneys' fees and expenses) incurred in the course of Depository's duties hereunder or in the defense of any claim or claims made against Depository by reason of its appointment hereunder, except where due to the negligence or willful misconduct of the Depository or actions not taken in good faith by the Depository. Where the Depository is only disbursing funds for one Owner, and the other Owner is not involved in the deposit or overseeing of disbursement of funds, such other Owner shall not be obligated to indemnify and hold harmless the Depository in connection with such duties of the Depository.

19.5 Resignation of Depository. Depository may resign by serving not less than sixty (60) days prior written notice on all of the Owners. Within thirty (30) days after receipt of such notice, the Owners jointly shall, in the manner set forth in Section 19.1 appoint a substitute who qualifies under Section 19.1 hereof (if there are duties to be performed at such time by a Depository or funds are held by the resigning Depository), and the Depository shall prepare a final accounting of all funds received, held and disbursed by it and transfer all funds, together with copies of all records, held by it as Depository to such substitute, at which time its duties as Depository shall cease. If the Owners shall fail to appoint a substitute within said thirty (30) days, and there are funds held by the resigning Depository, the Depository may deposit such funds with either a court of competent jurisdiction or with a bank or trust company in Chicago, Illinois, which qualifies under Section 19.1 hereof

ARTICLE 20

DISBURSEMENTS OF FUNDS BY DEPOSITORY

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20.1 Disbursement Requests.

(a) Each request by the Architect acting pursuant to the provisions of this Declaration for disbursement of insurance proceeds, any Award or other funds for application to the cost of repair, restoration or demolition (the "Work") shall be accompanied by a certificate of the Architect or another Person having knowledge of the facts reasonably acceptable to the Owners of the affected Building, dated not more than ten (10) days prior to the date of the request for any such disbursement, stating the following in its professional judgment based on periodic observations of the Work:

(1) That the sum requested either: (a) has been paid by or on behalf of an Owner (in which event the certificate shall name such Owner) or by or on behalf of all Owners (in which event the certificate shall specify the amount paid by each respective Owner); or (b) is justly due to contractors, subcontractors, materialmen, engineers, architects or other persons (whose names and addresses shall be stated) who have rendered or furnished services or materials for the Work; such certificate shall also give a brief description of such services and materials and the principal subdivisions or categories thereof, the respective amounts so paid or due to each of said persons in respect thereof and the amount of any retentions, and shall state the progress of the Work up to the date of said certificate and any other information required by the Mechanics' Lien Act and any title insurer affording coverage against mechanics' liens;

(2) That the sum requested, plus all sums previously disbursed, less retentions, does not exceed the cost of the Work actually in place up to the date of such certificate plus the cost of materials supplied and actually stored on-site;

(3) That no part of the cost of the services and materials described in the certificate has been the basis of the withdrawal of any funds pursuant to any previous request or is the basis of any other pending request for funds; and

(4) Other information which may from time to time be required by any Mortgagees which is customarily required by mortgagees of comparable buildings, or as may be agreed to by the Owners.

(b) Upon:

(1) compliance with the provisions of Section 20.1(a), and

(2) receipt of contractors' and subcontractors' sworn statements required under the Mechanics' Lien Act accompanied by partial or final waivers of lien, as appropriate, and any other information required by the title insurer affording coverage against mechanics' liens from the persons named in the sworn statement, and

(3) approval by the title insurer, the Owners of the affected Building and their Mortgagees (to the extent provided in their respective Mortgages) of the lien waivers and other documentation, and the willingness of such title insurer to issue an endorsement (satisfactory to the Owners and the Mortgagees) insuring over possible mechanics' lien claims relating to Work in place and the continued priority of the liens in favor of the Mortgagees,

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the Depository shall, out of the monies so held by the Depository, pay or cause to be paid to the Owners, contractors, subcontractors, materialmen, engineers, architects and other persons named in the Architect's certificate and contractors' and subcontractors' sworn statements the respective amounts stated in said certificate and statements due them. Notwithstanding the foregoing, any Owner or Mortgagee or the Depository may require that disbursements be made through the customary form of construction escrow then in use in Chicago, Illinois, with such changes as may be required to conform to the requirements or provisions of this Declaration. The Depository may rely conclusively, with respect to the information contained therein, on any certificate furnished by the Architect to the Depository in accordance with the provisions of this Section 20.1 and shall not be liable or accountable for any disbursement of funds made by it in reliance upon such certificate or authorization.

20.2 No Lien or Consent by Contractor. No contractor, subcontractor, materialman, engineer, architect or any other person whatsoever, other than the affected Owners of the Building to which such sums relate and any Mortgagee thereof, shall have any interest in or right to or lien upon any funds held by the Depository. The affected Owners of the Building to which such sums relate (with the consent of such Owners' Mortgagees) may jointly at any time provide in writing for a different disposition of funds than that provided for in this Declaration, without the necessity of obtaining the consent of any contractor, subcontractor, materialmen, engineer, architect or any other person whatsoever. If at any time the affected Owners of the Building to which such sums relate (with the consent of such Owners' Mortgagees) shall jointly instruct the Depository in writing with regard to the disbursement of any funds held by the Depository, then the Depository shall disburse such funds in accordance with said instructions, and the Depository shall have no liability to anyone by reason of having so disbursed said funds in accordance with said instructions.

ARTICLE 21

ARCHITECT

21.1 Appointment of Architect. When and if required by the provisions of this Declaration, the applicable Owners shall jointly appoint a firm consisting of both architects and engineers (or a firm of architects and a firm of engineers to act jointly hereunder or a firm of architects which has retained a firm of engineers) experienced in the design and operation of structures similar to the Building to serve under and pursuant to the terms and provisions of this Declaration (the "Architect"). The Architect shall, upon its appointment, execute an agreement with the applicable Owners in the form required by such Owners, which agreement shall also incorporate those services necessary to implement the provisions of this Declaration and shall provide that the applicable Owners may cause the then-serving Architect to be replaced without cause and without penalty or fee upon thirty (30) days' prior written notice. The applicable Owners acting jointly may replace the Architect for any reason. Any applicable Owner also may cause any Architect to be replaced, and the other applicable Owner(s) shall be deemed to have consented to such replacement, if it demonstrates to the other applicable Owner(s) that such then-serving Architect has failed to perform its duties hereunder fairly, diligently or competently. If all applicable Owners do not jointly desire to replace the Architect, then the Owner desiring replacement of the Architect shall serve notice upon the other applicable Owners requesting the removal of the then-serving Architect, which notice shall set forth with specificity the ways in which such architect shall have failed to perform fairly, diligently or competently. If, in the opinion of the Owners receiving such notice, the Owner desiring to replace the Architect is not entitled to require the appointment of a new Architect pursuant to this Section 21.1, the Owners receiving such notice and objecting to the appointment of a new Architect shall notify the other Owners of its objection in writing within ten (10) Business Days after receipt of such notice from the requesting Owner. If, within ten (10) Business Days after receipt by the Owner desiring to replace the Architect of such objection, the Owners do not resolve their

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differences, or if the Owners fail to agree on the form of agreement, then the dispute shall constitute an Arbitrable Dispute. The Architect sought to be replaced may give evidence or otherwise participate in the arbitration proceeding, but said proceeding shall not serve any purpose other than the purpose of determining whether an Owner is entitled to have the Architect replaced. Any Architect acting hereunder shall have the right to resign at any time upon not less than ninety (90) days' prior written notice to the applicable Owners.

21.2 Notice of Submission of Dispute to Architect. In any instance when the Architect serving pursuant to Section 21.1 hereof is authorized by this Declaration to advise the Owners concerning any dispute or matter, any Owner involved in such dispute or matter may submit the same to the Architect. The Owner submitting such dispute or matter shall simultaneously give written notice of the submission of such dispute or matter to the other Owners involved in such dispute. The Architect shall, except in an Emergency Situation, afford each Owner involved in any dispute or matter, and any attorney or other representative designated by such Owner, an opportunity to furnish information or data or to present such party's views. The Architect shall not be liable for any advice given by it hereunder, or for any other action taken by it hereunder, in good faith and in the absence of negligence. No advice given by the Architect under this Declaration shall be binding on the Owners, and an Owner may accept or reject such advice.

21.3 Replacement of Architect. Any new Architect is appointed hereunder, and if the Architect being replaced is then engaged in the resolution of any dispute or matter theretofore submitted hereunder, or if the Architect being replaced is then engaged in the preparation of any plans and specifications or in the supervision of any work required hereunder or pursuant hereto, then, if the Owners so choose, the Architect being replaced shall continue to act as Architect with respect, and only with respect, to such pending dispute or matter or the completion of such preparation of plans and specifications or supervision of any such Work.

21.4 Architect's Fees. The Architect shall be paid a reasonable fee for any services rendered hereunder and shall be reimbursed for reasonable and necessary expenses incurred in connection therewith, and each Owner involved in the Work shall pay its equitable share of such fees. In this regard, in any instance when the Architect shall, in accordance with any of the provisions of this Declaration, render services in connection with the preparation of plans and specifications or the supervision of repair, restoration or demolition of a Building or any part thereof, the fees and expenses of the Architect shall be considered as costs and expenses of such repair, restoration or demolition, as the case may be, and shall be paid in the same manner as other costs and expenses of repair, restoration and demolition under the provisions of this Declaration pursuant to which the Architect is performing such services. If not otherwise provided in this Declaration, the Owners shall agree on the equitable share owed by each Owner. If any Owner shall fail to pay its allocable share of any fees or expenses of the Architect within ten (10) Business Days after receipt of any invoice therefor from the Architect, then any other Owner may pay the same and the Owner failing to pay shall, within ten (10) Business Days after written demand for reimbursement, reimburse the other Owner for any such payment.

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ARTICLE 22

NOTICES AND APPROVALS

22.1 Notice to Parties. Each notice, demand, request, consent, approval, disapproval, designation or other communication (all of the foregoing are herein referred to as a “notice” or “Notice”) that an Owner is required, permitted or desires to give or make or communicate to the other Owners shall be in writing and shall be given or made to the address set forth below or at such other addresses as the parties may designate from time to time by notice given in accordance with the terms hereof. Notices shall be given by registered or certified United States mail, return receipt requested, or by recognized overnight delivery service and shall be deemed given two (2) Business Days after deposit with the United States mail, AND one (1) day after deposit with such overnight delivery service, as applicable.

If to Owner A:

c/o Angelo Gordon & Co., L.P.
245 Park Avenue, 26th floor
New York, New York 10167
Attn: Mr. Andrew Jacobs
Facsimile: (212) 867-5436

with a copy to:

Centrum Properties, Inc
225 West Hubbard Street
Chicago, Illinois 60610
Attention: John McLinden and Mary Koberstein
Facsimile Number: 312-923-0984

with a copy to:

Duval & Stachenfeld LLP
300 East 42nd Street, 3rd Floor
New York, New York 10017
Attn: Terri Adler, Esq.
Facsimile: (212) 883-8883

If to Owner B:

c/o Angelo Gordon & Co., L.P.
245 Park Avenue, 26th floor
New York, New York 10167
Attn: Mr. Andrew Jacobs
Facsimile: (212) 867-5436

with a copy to:

Centrum Properties, Inc.
225 West Hubbard Street

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Chicago, Illinois 60610
Attention: John McLinden and Mary Koberstein
Facsimile Number: 312-923-0984

with a copy to:

Duval & Stachenfeld LLP
300 East 42nd Street, 3rd Floor
New York, New York 10017
Attn: Terri Adler, Esq.
Facsimile: (212) 883-8883

If to Owner C:

c/o Angelo Gordon & Co., L.P.
245 Park Avenue, 26th floor
New York, New York 10167
Attn: Mr. Andrew Jacobs
Facsimile: (212) 867-5436

with a copy to:

Centrum Properties, Inc
225 West Hubbard Street
Chicago, Illinois 60610
Attention: John McLinden and Mary Koberstein
Facsimile Number: 312-923-0984

with a copy to:

Duval & Stachenfeld LLP
300 East 42nd Street, 3rd Floor
New York, New York 10017
Attn: Terri Adler, Esq.
Facsimile: (212) 883-8883

and to any Mortgagee which has complied with the notice provisions of Section 23.11 hereof.

Any Owner may designate a different address from time to time, provided however it has given at least ten (10) Business Days' advance notice of such change of address. If any of the aforesaid Owners shall cease to be the "Owner" of its respective portion of the Building, and the succeeding Owner of that portion of the Building shall fail to give a notice of change of address, then notices may be sent to any one of the following: (i) to the last Owner of record disclosed to the Owner giving notice; (ii) to "Owner of Record" at the street address for that Owner's portion of the Building as designated by the U.S. Postal Service (or by the successor of the U.S. Postal Service) or City of Chicago department or agency having jurisdiction over City of Chicago addresses; or (iii) to the grantee at the address shown in that last recorded conveyance of the portion of the Building in question.

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22.2 Condominium Form of Ownership: Multiple Owners.

(a) In the event that any party to this Declaration shall convert the form of ownership of its Property to a condominium form of ownership, then, notwithstanding anything to the contrary contained herein, with respect to such condominium, the rights under this Declaration may not be exercised by the individual unit owners, but only by the duly elected board of managers or other applicable governing body of such condominium, notwithstanding whether or not the applicable condominium association shall hold any interest in the Property. Each Unit Owner hereby designates the applicable condominium association as its true and lawful attorney in fact for purposes of exercising its rights hereunder as owner of any portion of the Property.

(b) Other than as set forth in Section 22.2(a) above, if at any time the interest or estate of an Owner shall be owned by more than one Person (hereinafter collectively referred to as “multiple owners”), the multiple owners shall give to the other Owners a written notice, executed and acknowledged by all of the multiple owners, in form proper for recording, which shall: (a) designate one Person, having an address in the State of Illinois to whom shall be given, as agent for all of the multiple owners, all notices thereafter given to the multiple owners; and (b) designate such Person as agent for the service of process in any action or proceeding, whether before a court or by arbitration, involving the determination or enforcement of any rights or obligations hereunder (it being agreed that in no event shall individual unit owners in a condominium be deemed to constitute “multiple owners” hereunder). Thereafter, until such designation is revoked by written notice given by all of the multiple owners or their successors in interest, any notice, and any summons, complaint or other legal process or notice given in connection with an arbitration proceeding (which such summonses, complaints, legal processes and notices given in connection with arbitration proceedings are hereafter in this Article 22 collectively referred to as “legal process”), given to, or served upon, such agent shall be deemed to have been given to, or served upon, each and every one of the multiple owners at the same time that such notice or legal process is given to, or served upon, such agent. If the multiple owners shall fail so to designate in writing one such agent to whom all notices are to be given and upon whom all legal process is to be served, or if such designation shall be revoked as aforesaid and a new agent is not designated, then any notice or legal process may be given to, or served upon, any one of the multiple owners as agent for all of the multiple owners and such notice or legal process shall be deemed to have been given to, or served upon, each and every one of the multiple owners at the same time that such notice or legal process is given to, or served upon, any one of them, and each of the multiple owners shall be deemed to have appointed each of the other multiple owners as agent for the receipt of notices and the service of legal process as stated above.

ARTICLE 23

GENERAL

23.1 Cooperation of Owners. In fulfilling obligations and exercising rights under this Declaration, each Owner shall cooperate with each other Owner to promote the efficient operation of each respective portion of the Building and the harmonious relationship among the Owners and to protect the value of each Owner's respective portion, estate or interest in the Building. To that end, each Owner shall share information which it possesses relating to matters which are the subject of this Declaration, except such information as an Owner may reasonably deem confidential or privileged or which may be the subject of litigation or which such Owner is prohibited from revealing pursuant to court order. From time to time after the date hereof, each Owner shall furnish, execute and acknowledge, without charge (except where elsewhere provided herein) such other instruments, documents, materials and information as another Owner may

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reasonably request in order to confirm to such requesting Owner the benefits contemplated hereby, but only so long as any such request does not restrict or abridge the benefits granted the other Owner hereunder.

23.2 Severability. The illegality, invalidity or unenforceability under law of any covenant, restriction or condition or any other provision of this Declaration shall not impair or affect in any manner the validity, enforceability or effect of the remaining provisions of this Declaration.

23.3 Headings. The headings of Articles and Sections in this Declaration are for convenience of reference only and shall not in any way limit or define the content, substance or effect of the Articles or Sections.

23.4 Amendments to Declaration. Except as otherwise provided in this Declaration, this Declaration may be amended or terminated only by an instrument signed by Owner A and Owner B and Owner C. Any amendment to or termination of this Declaration shall be recorded with the Recorder.

23.5 Perpetuities and Other Invalidity. The covenants, conditions and restrictions contained in this Declaration shall be enforceable by the Owners and their respective successors and assigns for the term of this Declaration, which shall be perpetual to coincide with the perpetual Easements provided for under this Declaration (or if the law (including any rule against perpetuities or other statutory or common law rule) prescribes a shorter period, then upon expiration of such period). If the law prescribes such shorter period, then upon expiration of such shorter period, said covenants, conditions and restrictions shall be automatically extended without further act or deed of the Owners, except as may be required by law, for successive periods of twenty (20) years), subject to amendment or termination as set forth in Section 23.4.

23.6 Abandonment of Easements. Easements created hereunder shall not be presumed abandoned by non-use or the occurrence of damage or destruction of a portion of the Building subject to an Easement, unless the Owner benefited by such Easement states in writing its intention to abandon the Easement, provided the consent of the Mortgagees shall also be required with respect to any such abandonment.

23.8 Applicable Laws. The parties hereto acknowledge that this Declaration and all other instruments in connection herewith have been negotiated, executed and delivered in the City of Chicago, County of Cook and State of Illinois. This Declaration and said other instruments shall, in all respects, be governed, construed, applied and enforced in accordance with the laws of the State of Illinois, including without limitation, matters affecting title to all real property described herein.

23.9 No Third Party Beneficiary. This Declaration is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third party beneficiary under any Laws or otherwise, except Mortgagees.

23.10 Incorporation. Each provision of the Recitals to this Declaration and each Exhibit attached hereto is hereby incorporated in this Declaration and is an integral part hereof.

23.11 Notice to Mortgagees, Rights of Mortgagee.

(A) The term "Mortgage" as used herein shall mean any mortgage (or any trust deed) of an interest in the Property given primarily to secure the repayment of money owed by the mortgagor (together with any related loan agreement or other documents executed and delivered in connection therewith). The

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term "Mortgagee" as used herein shall mean the Mortgagee from time to time under any such Mortgage (or the beneficiary under any such trust deed);

(B) If a Mortgagee shall have served on the Owners, by personal delivery or by registered or certified mail return receipt requested, a written notice specifying the name and address of such Mortgagee, such Mortgagee shall be given a copy of each and every notice required to be given by one party to the others at the same time as and whenever such notice shall thereafter be given by one party to the others, at the address last furnished by such Mortgagee. The address of any existing Mortgagee shall be as set forth in its consent to subordination attached hereto. After receipt of such notice from a Mortgagee, no notice thereafter given by either party shall be deemed to have been given unless and until a copy thereof shall have been so given to the Mortgagee. If a Mortgagee so provides or otherwise requires, and notice thereof is given by the Mortgagee as provided above:

(1) the proceeds of any claim under an insurance policy or Award required to be delivered to an Owner shall, upon notice from a Mortgagee, be delivered to the Depository to be disbursed by the Depository in accordance with the provisions of this Declaration and any excess over the cost of repair and restoration of the proceeds of any claim under an insurance policy or Award shall be paid to the applicable Mortgagee to the extent provided under the applicable Mortgagee

(2) If an Owner shall fail to appoint an arbitrator or otherwise take any action as may be required or permitted under this Declaration with respect to arbitration, such appointment or action as otherwise would have been permitted by that Owner may be taken by its Mortgagee and such appointment and action shall be recognized in all respects by the other Owner.

(3) No termination or material amendment or material modification of this Declaration shall be effective without the prior written consent of each Mortgagee (to the extent required in the respective Mortgages), which consent shall not be unreasonably withheld and solely to the extent that such consent is required pursuant to the provisions of the applicable Mortgage.

(5) No Owner may elect to restore or not restore a Building pursuant to Article 12 without first obtaining the prior written consent of its Mortgagee, if any; provided, that to the extent that an Owner is required to restore a Building pursuant to Article 12, then the consent of any such Mortgagee shall not be required with respect to such restoration.

(C) A Mortgagee shall have the absolute right, but no duty or obligation, to cure or correct a breach of this Declaration by the Owner whose Property is encumbered by the Mortgagee's Mortgage within any applicable cure period provided for such breach by such mortgagor Owner. If a Mortgagee has served the notice described in Section 23.11(A), then the Mortgagee shall have an additional period of twenty (20) days after notice to the Mortgagee of expiration of the cure period allowed the mortgagor Owner before the other Owner may exercise any right or remedy to which it may be entitled as a Creditor Owner, except exercise of a self-help right in an Emergency Situation.

(D) Should any prospective Mortgagee require a modification or modifications of this Declaration, which modification or modifications will not cause an increased cost or expense to the Owner whose property is not subject to the Mortgage of such Mortgagee or in any other way materially and adversely change the benefits, rights and obligations of such Owner, then and in such event, such Owner

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agrees that this Declaration may be so modified and agrees to execute whatever documents are reasonably required therefor and reasonably acceptable to such Owner and deliver the same to the requesting Owner within ten (10) Business Days following written requests therefor by the requesting Owner or prospective Mortgagee.

23.12 Coordination with Tenants Unless an Owner otherwise agrees in writing in each case, and except in an Emergency Situation, each Owner shall coordinate all requests and contacts between Occupants of its portion of the Building and the other Owner relating to the enjoyment of any Easements or the exercise of any rights or benefits granted under this Declaration or with respect to any other matters arising under or pursuant to this Declaration; provided, however, any such coordination shall not render such Owner liable either to such Occupants or the other Owner for acts of such Occupants or other Owner.

23.13 Waiver of Mechanic's Liens by Owners. The Owners do hereby fully and completely waive and release, for themselves, their successors and assigns, any and all claim of, or right to, liens, which such Owners may have under the Illinois Mechanic's Lien Act against, or with respect to the Property or improvements owned by any other Owner or any part thereof, or with respect to the estate or interest of any person whatsoever in the Property or improvements owned by any other Owner, or any part thereof, or with respect to any material, fixtures, apparatus, or machinery furnished or to be furnished thereto pursuant to this Declaration, by the Owners, their successors, assigns, materialmen, contractors, subcontractors, or subsubcontractors, of any labor, services, material, fixtures, apparatus, machinery, improvements, repairs or alterations in connection with the Property or the improvements thereon, other than with respect to any of the foregoing furnished pursuant to Article 8 or Article 9 of this Declaration. The parties agree that, to the extent permitted by law, the legal effect of this Declaration is that no mechanic's lien or claim may be filed or maintained by any Owner under the Mechanics Lien Act with respect to that portion of the Property or improvements owned by any other Owner, except as set forth above with regard to Articles 8 and 9 of this Declaration. The provisions of this Section 23.13 are not intended to waive any lien created under Article 13.

23.14 Binding Effect. The Easements, covenants and restrictions created under this Declaration shall be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in or to any portion of, or interest or estate in, the Property, and each of the foregoing shall run with the land.

23.15 Special Amendment. Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration to correct clerical or typographical errors in this Declaration. A Special Amendment may also contain such complementary supplemental grants and reservations of Easements as may be necessary in order to effectuate the maintenance, operation and administration of the Property, and also contain a site plan of the Property depicting the relative locations of each component of the Property. Declarant also reserves the right to include, within a Special Amendment, a revision to the legal descriptions of the various Parcels (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration, or any other governmental agency or any other public, quasi-public, or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering condominium units; or (iii) to correct any legal descriptions on any Exhibits attached hereto. In furtherance of foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of, make, or consent to a Special Amendment on be of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a portion of the Property, and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power

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to the Declarant to vote in favor of, make, execute and record such Special Amendment. The right of the Declarant to act pursuant to rights reserved or granted under this section shall terminate at such time as the Declarant no longer holds or controls title to any portion of the Property.

ARTICLE 24

LIMITATION OF LIABILITY

24.1 Limitation of Liability. The liability under this Declaration of an Owner shall be limited to and enforceable solely against the assets of such Owner constituting an interest in the Property or Owned Facilities (including insurance and condemnation proceeds attributable to the Property and Owned Facilities and including, where the Owner is a trustee of a land trust, the subject matter of the trust) and any security, such as a letter of credit or bond provided pursuant to this Declaration, and no other assets of such Owner. Assets of an Owner which is a partnership do not include the assets of the partners of such partnership Owner, and the negative capital account of a partner in a partnership which is an Owner and an obligation of a partner to contribute capital to the partnership which is an Owner shall not be deemed to be assets of the partnership which is an Owner. At any time during which an Owner is trustee of a land trust, all of the covenants and conditions to be performed by it hereunder are undertaken solely as trustee, as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against it or any of the beneficiaries under said trust declaration by reason of any of the covenants or conditions contained herein.

24.2 Transfer of Ownership. If an Owner shall sell, assign, transfer, convey or otherwise dispose of its portion of the Property (other than as security for a loan to such Owner), then: (a) such Owner shall be entirely freed and relieved of any and all covenants and obligations arising under this Declaration which accrue under this Declaration from and after the date such Owner shall so sell, assign, transfer, convey or otherwise dispose of its interest in such portion of the Property; and (b) the Person who succeeds to Owner's interest in such portion of the Property shall be deemed to have assumed any and all of the covenants and obligations arising under this Declaration of such Owner both heretofore accruing or which accrue under this Declaration from and after the date such Owner shall so sell, assign, transfer, convey or otherwise dispose of its interest in such Property.

ARTICLE 25

REAL ESTATE TAXES

25.1 The Owners shall make good faith efforts and cooperate with each other so that the Owner A Property and Owner B Property and the Owner C Property shall, when and as soon as possible, be assigned separate real estate tax index numbers and receive separate real estate tax bills from the Assessor ("Assessor") of Cook County, Illinois. From and after submission of the Owner A Property to the Act, separate real estate tax bills and real estate tax index numbers will be applied for with respect to each condominium unit of the Owner A Property.

25.2 Until the Owner A Property and Owner B Property and Owner C Property are separately assessed and taxed, each Owner shall pay its respective portion of such real estate taxes and special assessments. The assessed valuation respecting the "land" and "improvements" (as hereinafter defined) and the taxes computed thereon shall be allocated between the Owners and paid by the respective Owners as set forth in this Article 25. Allocations of assessments set forth herein are based upon information contained in the official real estate tax record cards ("cards") of the Assessor, which cards show assessed valuations of

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land and improvements. Since the terminology used in the Assessor's cards may vary from the terms used in this Declaration, for purposes of this Section 25.2 the following definitions shall apply: "land" shall mean Parcels; "improvements" shall mean Building; "Owner A improvements" shall mean Owner A Building; "Owner B improvements" shall mean Owner B Building; "Owner C improvements" shall mean Owner C Building. In the event the Assessor's cards do not separately value the Owner A improvements and the Owner B improvements and the Owner C improvements, the parties agree that the total assessed value of the improvements shall be apportioned among the Owners based on the Square Footage Allocation.

(A) Allocation of Assessed Valuation of land. The assessed valuation of the land shall be allocated as follows:

(1) Allocation of assessed valuation of land to Owner A Property equals:

Value of Owner A improvements	x	Assessed valuation of land
Value of improvements		

(2) Allocation of assessed valuation of land to Owner B Property equals:

Value of Owner B improvements	x	Assessed valuation of land
Value of improvements		

(3) Allocation of assessed valuation of land to Owner C Property equals:

Assessed valuation of land minus assessed valuation of land allocated to Owner A Property and Owner B Property.

B. Allocation of Assessed Valuation of improvements. The assessed valuation of the improvements shall be allocated as follows:

(1) Allocation of assessed valuation of improvements to Owner A Property equals:

Value of Owner A improvements	x	Assessed valuation of improvements
Value of improvements		

(2) Allocation of assessed valuation of improvements to Owner B Property equals:

Value of Owner B improvements	x	Assessed valuation of Improvements
Value of improvements		

(3) Allocation of assessed valuation of improvements to Owner C Property equals:

Assessed valuation of improvements minus assessed valuation of improvements allocated to Owner A Property and the Owner B Property.

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C. Allocation and Payment of Taxes. The Owner of the Owner A Property shall pay the combined tax bill or bills for the Property prior to their due date. Owner B and Owner C shall be responsible for and shall pay or reimburse the Owner of the Owner A Property (within ten (10) days after the demand of the Owner of the Owner A Property therefore) for their respective shares of the total real estate taxes levied in the combined tax bill or bills for the Property, which shall be calculated as follows:

Owner B Property share equals:

Total assessed valuations allocated to Owner B Property, Under <u>Section 25.2(A)(2) and 25.2(B)(2)</u> hereof	x	Total
Assessed Valuation of land and improvements		real estate taxes

Owner C Property share equals:

Total assessed valuations allocated to Owner C Property, Under <u>Section 25.2(A)(3) and 25.2(B)(3)</u> hereof	x	Total
Assessed Valuation of land and improvements		real estate taxes

25.3 If any Defaulting Owner shall fail to pay any tax or other charge, or share thereof, which is due and which such Defaulting Owner is obligated to pay pursuant to this Article 25, then Creditor Owner may, after at least ten (10) days written notice to the Defaulting Owner, pay such tax or charge, or share thereof, together with any interest and penalties thereon, and the Defaulting Owner shall, upon demand, reimburse the Creditor Owner for the amount of such payment, including the amount of any interest or penalty payments thereof, and shall also have a lien against the portion of the Property owned by the Defaulting Owner in accordance with Article 13 hereof.

25.4 Any Owner may, if it shall so desire, endeavor at any time or times, to obtain a lowering of the assessed valuation upon the Property for the purpose of reducing taxes thereon ("Protesting Owner"). In the event such protest shall be made by a Protesting Owner prior to the time that the Owner A Property and Owner B Property and Owner C Property are separately assessed and taxed, the Protesting Owner shall be required to serve written notice to the other Owners and their respective Mortgagees at least ten (10) days prior to the filing of the objection. Any non-Protesting Owner may elect within ten (10) days after receipt of the notice described above to join the Protesting Owner in effecting such a reduction. In the event any other Owners fail to join the Protesting Owner in obtaining the reduction, the Protesting Owner shall be authorized to collect any tax refund payable as a result of any proceeding Protesting Owner may institute for that purpose and any such tax refund shall be the property of Protesting Owner. Notwithstanding the above, if any other Owner joins the Protesting Owner in seeking a lowering of the assessed valuation and shares in the legal fees incurred in proportion to its share of the real estate taxes, the Owners who have protested shall apportion the tax refund in accordance with their respective portions of the real estate taxes.

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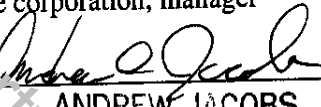
IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed and recorded the day and year first above written.

DECLARANT:

OWNER A

MW-CPAG TOWER HOLDINGS, L.L.C.,
a Delaware limited liability company


By: AG-MW Tower Manager, Inc.,
a Delaware corporation, manager

By: 
Name: ANDREW JACOBS
Its: VICE PRESIDENT

OWNER B

MW-CPAG TOWER HOLDINGS, L.L.C.,
a Delaware limited liability company


By: AG-MW Tower Manager, Inc.,
a Delaware corporation, manager

By: 
Name: ANDREW JACOBS
Its: VICE PRESIDENT

OWNER C

MW-CPAG TOWER HOLDINGS, L.L.C.,
a Delaware limited liability company

By: AG-MW Tower Manager, Inc.,
a Delaware corporation, manager

By: 
Name: ANDREW JACOBS
Its: VICE PRESIDENT

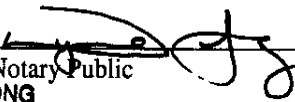
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STATE OF NEW YORK)
) SS.
COUNTY OF RICHMOND)

I HEREBY CERTIFY that on this 11TH day of MAY, 2005, before me personally appeared ANDREW C. JACOBS, VICE PRESIDENT of AG-MW TOWER MANAGER, INC., a Delaware corporation, Sole Manager of MW-CPAG Tower Holdings, L.L.C., a Delaware limited liability company, to me known to be the same person who signed the foregoing instrument as his free act and deed as such corporation, as Manager of such limited liability company for the use and purpose set forth therein.

WITNESS my signature and official seal this 11TH day of MAY, 2005.

(NOTARY SEAL)

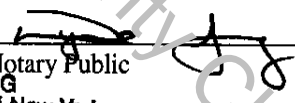

Notary Public
WYNNE FONG
Notary Public, State of New York
No. 01FO6019224
Qualified in Richmond County
Certificate Filed in New York County
Commission Expires February 01, 2007

STATE OF NEW YORK)
) SS.
COUNTY OF RICHMOND)

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WITNESS my signature and official seal this 11TH day of MAY, 2005.

(NOTARY SEAL)


Notary Public
WYNNE FONG
Notary Public, State of New York
No. 01FO6019224
Qualified in Richmond County
Certificate Filed in New York County
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EXHIBIT A

Legal Description of Owner A Parcel

Lots 1 to 10, Lot 15 (except the West 9.0 feet), Lots 16 to 28 and the West 19 3/4 feet of Lot 11 in Block 4 in Higgins, Law and Company's Addition to Chicago; also Lots 1 to 4 (except the West 9.0 feet of said Lot 4) in the Subdivision of the West 4 1/4 feet of Lot 11 and all of Lots 12, 13 and 14 in Higgins, Law and Company's Addition to Chicago, and all of the East-West vacated alley lying North of said Lots 15 to 28 (except the West 9.0 feet thereof) all taken as a tract; excepting from said tract the following 11 parcels:

Exception Parcel 1:

Commencing at the Southwest Quarter of said tract; thence Northerly, along the West line of said tract, 49.76 feet to the South face and its extension of a 28 story building and the point of beginning; thence continuing Northerly, along the last described line, 225.06 feet to the North line of said tract (being the South line of Chicago Avenue); thence Easterly, along said North line, 69.21 feet to the West face and its extension of basement wall; thence Southerly, along said West face and its extension, 119.60 feet to a point 2.0 feet North of the North face of said 28 story building; thence Westerly, along a line 2.0 feet North of and parallel with said North face, 31.51 feet to a line drawn 2.0 feet west of and parallel with the West face of the aforesaid 28 story building; thence Southerly, along said parallel line, 105.59 feet to the South face and its extension of said 28 story building; thence Westerly, 35.26 feet to the point of beginning;

Exception Parcel 2:

That part lying below an elevation of 16.60 feet, City of Chicago Datum, bounded and described as follows: Commencing at the Southeast corner of said tract; thence West, along the South line of said tract, 71.28 feet to the interior face and its extension of a basement wall; thence North, along the extension of said interior face, 51.41 feet to the interior face of a basement wall and the point of beginning; thence following the interior faces of the walls the following courses and distances; West 14.38 feet, North, 1.35 feet, West, 3.33 feet, South, 1.35 feet, West, 10.03 feet, North, 10.88 feet, West, 1.74 feet, North, 10.55 feet, East, 4.12 feet, North, 7.03 feet, West, 2.15 feet, North, 7.09 feet, West, 17.30 feet, North, 15.45 feet, East, 23.09 feet, South, 11.14 feet, East, 10.39 feet, South, 1.22 feet, East, 11.33 feet, South, 38.64 feet to the point of beginning;

Exception Parcel 3:

That part lying below an elevation of 16.60 feet, City of Chicago Datum, bounded and described as follows: Commencing at the Southeast corner of said tract; thence West, along the South line of said tract, 69.61 feet to the interior face and its extension of a basement wall; thence North, along the extension of said interior face, 133.21 feet to the interior face of a basement wall and the point of beginning; thence following the interior faces of the walls the following courses and distances; North, 15.92 feet, East, 0.33 feet, North, 5.00 feet, West, 5.00 feet, South, 0.33 feet, West, 7.93 feet, North, 11.39 feet, East, 10.08 feet, Southeasterly, 3.50 feet, Northeasterly, 0.50 feet; thence Southeasterly, along a curve concave Southwesterly, having a radius of 20.22 feet, an arc distance of 29.17 feet to a point of tangency; thence South, 10.50 feet; thence West 17.44 feet to the point of beginning;

Exception Parcel 4:

That part lying below an elevation of 16.60 feet, City of Chicago Datum, bounded and described as follows: Commencing at the Southeast corner of said tract; thence West, along the South line of said tract, 60.38 feet to the interior face and its extension of a basement wall; thence North, along the extension of said interior face, 92.58 feet to the interior face of a wall and the point of beginning; thence following the interior faces of the walls the following courses and distances; North, 6.90 feet, West, 8.90 feet, North,

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16.04 feet, West, 0.26 feet, North, 16.92 feet, East, 17.44 feet, South, 39.86 feet, West, 8.28 feet to the point of beginning:

Exception Parcel 5:

That part lying above an elevation of 16.60 and below an elevation of 46.50 feet, City of Chicago Datum, bounded and described as follows: Commencing at the Southeast corner of said tract; thence West, along the South line of said tract, 228.66 feet to the interior face and its extension of a wall; thence North, along the extension of said interior face, 61.97 feet to the exterior face of a wall and the point of beginning; thence following the faces of the walls the following courses and distances; North, 20.05 feet, West, 1.96 feet, North, 39.00 feet, East, 1.96 feet, North, 20.05 feet to the exterior face of a wall; thence East, 27.58 feet, South, 3.95 feet, East, 98.15, South, 31.81 feet, West, 5.81 feet, South, 13.00 feet, West, 23.08 feet, South, 26.39 feet to the exterior face of a wall; thence West, 69.15 feet, South, 3.95 feet, West, 26.93 feet to the point of beginning:

Exception Parcel 6:

That part lying above an elevation of 16.60 and below an elevation of 32.00 feet, City of Chicago Datum, bounded and described as follows: Commencing at the Southeast corner of said tract; thence West, along the South line of said tract, 161.75 feet to the interior face and its extension of a wall; thence North, along the extension of said interior face, 126.27 feet to the interior face of a wall and the point of beginning; thence following the faces of the walls the following courses and distances; North, 14.07 feet, East, 3.21 feet, North, 11.04 feet, East, 24.19 feet, South, 17.11 feet, West, 17.17 feet, South, 8.00 feet, West, 10.23 feet to the point of beginning:

Exception Parcel 7:

That part lying above an elevation of 17.75 and below an elevation of 32.00 feet, City of Chicago Datum, bounded and described as follows: Commencing at the Southeast corner of said tract; thence West, along the South line of said tract, 61.86 feet to the interior face and its extension of a wall; thence North, along the extension of said interior face, 96.09 feet to the interior face of a wall and the point of beginning; thence following the faces of the walls the following courses and distances; North, 6.84 feet, East, 1.15 feet, North, 27.96 feet, East, 8.53 feet, South, 34.80 feet, West, 9.68 feet to the point of beginning:

Exception Parcel 8:

That part lying above an elevation of 17.75 and below an elevation of 32.00 feet, City of Chicago Datum, bounded and described as follows: Commencing at the Southeast corner of said tract; thence West, along the South line of said tract, 82.07 feet to the interior face and its extension of a wall; thence North, along the extension of said interior face, 97.95 feet to the interior face of a wall and the point of beginning; thence following the faces of the walls the following courses and distances; North, 4.88 feet, East, 11.36 feet, South, 4.88 feet, West, 11.36 feet to the point of beginning:

Exception Parcel 9:

That part lying above an elevation of 16.60 and below an elevation of 46.50 feet, City of Chicago Datum, bounded and described as follows: Commencing at the Southeast corner of said tract; thence West, along the South line of said tract, 131.82 feet to the west interior face and its extension of a wall; thence North, along the extension of said interior face, 65.92 feet to the exterior face of a wall and the point of beginning; thence following the faces of the walls the following courses and distances; North, 26.39 feet, East, 23.08 feet, North, 13.00 feet, East, 5.81 feet, South, 39.39 feet to the exterior face of a wall; thence West, 28.89 feet to the point of beginning:

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Exception Parcel 10:

That part lying above an elevation of 16.60 and below an elevation of 32.00 feet, City of Chicago Datum, bounded and described as follows: Commencing at the Southeast corner of said tract; thence West, along the South line of said tract, 99.29 feet to the interior face and its extension of a wall; thence North, along the extension of said interior face, 54.61 feet to the interior face of a wall and the point of beginning; thence following the faces of the walls the following courses and distances; North, 7.10 feet, East, 3.92 feet, North, 19.47 feet, West, 4.08 feet, North, 0.42 feet, West, 2.29 feet, North, 22.74 feet, East, 14.44 feet, South, 15.24 feet, East, 2.35 feet, North, 2.50 feet, East, 3.40 feet, South, 11.05 feet, East, 5.07 feet, South, 20.70 feet, West, 12.73 feet, South, 5.24 feet, West, 10.08 feet to the point of beginning:

Exception Parcel 11:

That part lying above an elevation of 32.00 and below an elevation of 46.50 feet, City of Chicago Datum, bounded and described as follows: Commencing at the Southeast corner of said tract; thence West, along the South line of said tract, 99.29 feet to the interior face and its extension of a wall; thence North, along the extension of said interior face, 51.12 feet to the interior face of a wall and the point of beginning; thence following the faces of the walls the following courses and distances; North, 8.20 feet, East, 4.01 feet, North, 22.26 feet, West, 6.47 feet, North, 8.13 feet, East, 0.43 feet, North, 23.58 feet, West, 0.43 feet, North, 7.17 feet, East, 5.72 feet, North, 4.16 feet, West, 5.22 feet, North, 15.72 feet, East, 2.46 feet, North, 11.04 feet, East, 27.08 feet, South, 5.02 feet, West, 4.51 feet, South, 10.93 feet, West, 11.88 feet, Southwesterly a deflection angle of 45 degrees to the left with the last described line, 4.76 feet, South, 27.24 feet, East, 21.34 feet, South, 12.53 feet, West, 11.58 feet, South, 2.33 feet, East, 9.74 feet, South, 30.09 feet, West, 17.24 feet, South, 8.71 feet, West, 10.08 feet to the point of beginning:

All in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 500 West Superior
Chicago, Illinois

P.I.N. 17-09-114-013-0000
17-09-114-014-0000
17-09-114-015-0000

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EXHIBIT B

Legal Description of Owner B Parcel

Lots 1 to 10, Lot 15 (except the West 9.0 feet), Lots 16 to 28 and the West 19 3/4 feet of Lot 11 in Block 4 in Higgins, Law and Company's Addition to Chicago; also Lots 1 to 4 (except the West 9.0 feet of said Lot 4) in the Subdivision of the West 4 1/4 feet of Lot 11 and all of Lots 12, 13 and 14 in Higgins, Law and Company's Addition to Chicago, and all of the East-West vacated alley lying North of said Lots 15 to 28 (except the West 9.0 feet thereof) all taken as a tract; described as follows:

That part lying below an elevation of 16.60 feet, City of Chicago Datum, bounded and described as follows: Commencing at the Southeast corner of said tract; thence West, along the South line of said tract, 71.28 feet to the interior face and its extension of a basement wall; thence North, along the extension of said interior face, 51.41 feet to the interior face of a basement wall and the point of beginning; thence following the interior faces of the walls the following courses and distances; West 14.38 feet, North, 1.35 feet, West, 3.33 feet, South, 1.35 feet, West, 10.03 feet, North, 10.88 feet, West, 1.74 feet, North, 10.55 feet, East, 4.12 feet, North, 7.03 feet, West, 2.15 feet, North, 7.09 feet, West, 17.30 feet, North, 15.45 feet, East, 23.09 feet, South, 11.14 feet, East, 10.39 feet, South, 1.22 feet, East, 11.33 feet, South, 38.64 feet to the point of beginning;

and

That part lying below an elevation of 16.60 feet, City of Chicago Datum, bounded and described as follows: Commencing at the Southeast corner of said tract; thence West, along the South line of said tract, 69.61 feet to the interior face and its extension of a basement wall; thence North, along the extension of said interior face, 133.21 feet to the interior face of a basement wall and the point of beginning; thence following the interior faces of the walls the following courses and distances; North, 15.92 feet, East, 0.33 feet, North, 5.00 feet, West, 5.00 feet, South, 0.33 feet, West, 7.93 feet, North, 11.39 feet, East, 10.08 feet, Southeasterly, 3.50 feet, Northeasterly, 0.50 feet; thence Southeasterly, along a curve concave Southwesterly, having a radius of 20.22 feet, an arc distance of 29.17 feet to a point of tangency; thence South, 10.50 feet; thence West 17.44 feet to the point of beginning;

and

That part lying above an elevation of 16.60 and below an elevation of 46.50 feet, City of Chicago Datum, bounded and described as follows: Commencing at the Southeast corner of said tract; thence West, along the South line of said tract, 228.66 feet to the interior face and its extension of a wall; thence North, along the extension of said interior face, 61.97 feet to the exterior face of a wall and the point of beginning; thence following the faces of the walls the following courses and distances; North, 20.05 feet, West, 1.96 feet, North, 39.00 feet, East, 1.96 feet, North, 20.05 feet to the exterior face of a wall; thence East, 27.58 feet, South, 3.95 feet, East, 98.15, South, 31.81 feet, West, 5.81 feet, South, 13.00 feet, West, 23.08 feet, South, 26.39 feet to the exterior face of a wall; thence West, 69.15 feet, South, 3.95 feet, West, 26.93 feet to the point of beginning;

and

That part lying above an elevation of 16.60 and below an elevation of 32.00 feet, City of Chicago Datum, bounded and described as follows: Commencing at the Southeast corner of said tract; thence West, along the South line of said tract, 101.75 feet to the interior face and its extension of a wall; thence North, along the extension of said interior face, 126.27 feet to the interior face of a wall and the point of beginning; thence following the faces of the walls the following courses and distances; North, 14.07 feet, East, 3.21

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feet, North, 11.04 feet, East, 24.19 feet, South, 17.11 feet, West, 17.17 feet, South, 8.00 feet, West, 10.23 feet to the point of beginning:

and

That part lying above an elevation of 17.75 and below an elevation of 32.00 feet, City of Chicago Datum, bounded and described as follows: Commencing at the Southeast corner of said tract; thence West, along the South line of said tract, 61.86 feet to the interior face and its extension of a wall; thence North, along the extension of said interior face, 96.09 feet to the interior face of a wall and the point of beginning; thence following the faces of the walls the following courses and distances; North, 6.84 feet, East, 1.15 feet, North, 27.96 feet, East, 8.53 feet, South, 34.80 feet, West, 9.68 feet to the point of beginning:

and

That part lying above an elevation of 17.75 and below an elevation of 32.00 feet, City of Chicago Datum, bounded and described as follows: Commencing at the Southeast corner of said tract; thence West, along the South line of said tract, 52.07 feet to the interior face and its extension of a wall; thence North, along the extension of said interior face, 97.95 feet to the interior face of a wall and the point of beginning; thence following the faces of the walls the following courses and distances; North, 4.88 feet, East, 11.36 feet, South, 4.88 feet, West, 11.36 feet to the point of beginning:

All in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 500 West Superior
Chicago, Illinois

P.I.N. 17-09-114-013-0000
17-09-114-014-0000
17-09-114-015-0000

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EXHIBIT C

Legal Description of Owner C Parcel

Lots 1 to 10, Lot 15 (except the West 9.0 feet), Lots 16 to 28 and the West 19 3/4 feet of Lot 11 in Block 4 in Higgins, Law and Company's Addition to Chicago; also Lots 1 to 4 (except the West 9.0 feet of said Lot 4) in the Subdivision of the West 4 1/4 feet of Lot 11 and all of Lots 12, 13 and 14 in Higgins, Law and Company's Addition to Chicago, and all of the East-West vacated alley lying North of said Lots 15 to 28 (except the West 9.0 feet thereof) all taken as a tract; described as follows:

That part lying below an elevation of 16.60 feet, City of Chicago Datum, bounded and described as follows: Commencing at the Southeast corner of said tract; thence West, along the South line of said tract, 60.38 feet to the interior face and its extension of a basement wall; thence North, along the extension of said interior face, 57.58 feet to the interior face of a wall and the point of beginning; thence following the interior faces of the walls the following courses and distances; North, 6.90 feet, West, 8.90 feet, North, 16.04 feet, West, 0.26 feet, North, 16.92 feet, East, 17.44 feet, South, 39.86 feet, West, 8.28 feet to the point of beginning:

and

That part lying above an elevation of 16.60 and below an elevation of 46.50 feet, City of Chicago Datum, bounded and described as follows: Commencing at the Southeast corner of said tract; thence West, along the South line of said tract, 131.82 feet to the west interior face and its extension of a wall; thence North, along the extension of said interior face, 65.92 feet to the exterior face of a wall and the point of beginning; thence following the faces of the walls the following courses and distances; North, 26.39 feet, East, 23.08 feet, North, 13.00 feet, East, 5.81 feet, South, 39.39 feet to the exterior face of a wall; thence West, 28.89 feet to the point of beginning:

and

That part lying above an elevation of 16.60 and below an elevation of 32.00 feet, City of Chicago Datum, bounded and described as follows: Commencing at the Southeast corner of said tract; thence West, along the South line of said tract, 99.29 feet to the interior face and its extension of a wall; thence North, along the extension of said interior face, 54.61 feet to the interior face of a wall and the point of beginning; thence following the faces of the walls the following courses and distances; North, 7.10 feet, East, 3.92 feet, North, 19.47 feet, West, 4.08 feet, North, 0.42 feet, West, 2.29 feet, North, 22.74 feet, East, 14.44 feet, South, 15.24 feet, East, 2.35 feet, North, 2.50 feet, East, 3.40 feet, South, 11.05 feet, East, 5.07 feet, South, 20.70 feet, West, 12.73 feet, South, 5.24 feet, West, 10.08 feet to the point of beginning:

and

That part lying above an elevation of 32.00 and below an elevation of 46.50 feet, City of Chicago Datum, bounded and described as follows: Commencing at the Southeast corner of said tract; thence West, along the South line of said tract, 99.29 feet to the interior face and its extension of a wall; thence North, along the extension of said interior face, 51.12 feet to the interior face of a wall and the point of beginning; thence following the faces of the walls the following courses and distances; North, 8.20 feet, East, 4.01 feet, North, 22.26 feet, West, 6.47 feet, North, 8.13 feet, East, 0.43 feet, North, 23.58 feet, West, 0.43 feet, North, 7.17 feet, East, 5.72 feet, North, 4.16 feet, West, 5.22 feet, North, 15.72 feet, East, 2.46 feet, North, 11.04 feet, East, 27.08 feet, South, 5.02 feet, West, 4.51 feet, South, 10.93 feet, West, 11.88 feet, Southwesterly a deflection angle of 45 degrees to the left with the last described line, 4.76 feet, South,

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27.24 feet, East, 21.34 feet, South, 12.53 feet, West, 11.58 feet, South, 2.33 feet, East, 9.74 feet, South, 30.09 feet, West, 17.24 feet, South, 8.71 feet, West, 10.08 feet to the point of beginning:

All in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 500 West Superior
Chicago, Illinois

P.I.N. 17-09-114-013-0000
17-09-114-014-0000
17-09-114-015-0000

Property of Cook County Clerk's Office

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EXHIBIT D

Legal Description of the Owner A North Terrace

That part of Lots 5 to 10 in Block 4 in Higgins, Law and Company's Addition to Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian described as follows: Commencing at the Southeast corner of Lot 28 in said Block 4, being the intersection of the West line of N. Kingsbury Street and the North line of W. Superior Avenue; thence West, along the North line of W. Superior Avenue, 228.66 feet to the interior face and its extension of a wall; thence North, along the extension of said interior face, 141.07 feet to the exterior face of a wall and the point of beginning; Thence continuing North, along the last described line, 68.00 feet; thence East, at right angles to the last described line, 112.00 feet, thence South, at right angles to the last described line, 42.00 feet; thence East, at right angles to the last described line, 15.33 feet to the West face and its extension of a wall; thence South, along said West face and its extension, 23.65 feet to the exterior face of a wall; thence following the faces of the walls the following courses and distances, West, 2.25 feet, South, 6.30 feet, West, 98.15 feet, North, 3.95 feet, thence West, 26.97 feet to the point of beginning in Cook County, Illinois.

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EXHIBIT E

Legal Description of the Owner A South Terrace

That part of Lots 19 to 24 in Block 4 in Higgins, Law and Company's Addition to Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian described as follows: Commencing at the Southeast corner of Lot 28 in said Block 4, being the intersection of the West line of N. Kingsbury Street and the North line of W. Superior Avenue; thence West, along the North line of W. Superior Avenue, 228.66 feet to the interior face and its extension of a wall; thence North, along the extension of said interior face, 61.97 feet to the exterior face of a wall and the point of beginning; thence following the faces of the walls the following courses and distances, East, 26.93 feet, North, 3.95 feet, East, 98.15 feet, South, 6.25 feet, East, 2.25 feet; thence South, along the face of the wall and its extension, 27.70 feet to the South face of a concrete planter; thence West, along said South face, 113.83 feet to the West face of a concrete planter; thence North, along said West face, 21.88 feet to the South face of a planter; thence West, along said face, 13.50 feet; thence North, 8.12 feet to the point of beginning in Cook County, Illinois.

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EXHIBIT 9.1(a)

Maintenance of Common Walls, Floors and Ceilings

1. Description of Services.

1. If the Common Walls, Floors and Ceilings at the Tower Building shall require Maintenance (whether in connection with the use, maintenance, repair, alteration or modification of any portion of the Tower Building or otherwise (including, without limitation, in connection with any casualty occurring at either the Owner A Building or Owner B Building or Owner C Building)) (any such work, being hereinafter referred to individually and collectively as a "Common Wall Required Repair"), Owner A, Owner B and Owner C agree that:
 - (a) in the event that such Common Wall Required Repair relates solely to such portion of the Common Walls, Floors and Ceilings located on the Building owned by an Owner or such Common Wall Required Repair is required solely in connection with modifications, alterations or damage to the Building owned by such Owner, then such Common Wall Required Repair shall be made solely by the affected Owner at the sole cost and expense of such Owner; and
 - (b) in the event that such Common Wall Required Repair relates to Buildings owned by more than one Owner, then such Common Wall Required Repair shall be made by Owner A, if the Common Wall Required Repair affects the Owner A Building, or by Owner B if the Common Wall Required Repair affects the Owner B Building and does not affect the Owner A Building, and the cost thereof equitably allocated between the affected Owners based on the portion of the Common Wall Required Repair as affects the Property owned by each such Owner.

For the avoidance of doubt, the parties acknowledge and agree that in determining whether any portion of the Common Walls, Floors and Ceilings is located on an Owner's portion of the Tower Building, the obligations of an Owner shall be deemed to include an obligation to the center of the Common Walls, Floors and Ceilings regardless of the exact location of the boundary between the Owner A Building and the Owner B Building and the Owner C Building.

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EXHIBIT 9.1(b)

Maintenance of Owner A Basement Parking Access Ramp

1. **Description of Services.** Owner A shall perform Maintenance of the Owner A Basement Parking Access Ramp. Owner A shall perform such Maintenance at such times as is necessary to keep such Owner A Basement Parking Access Ramp in good and safe working order and condition and shall make all repairs or replacements of, in, on, under, within, upon or about such property, whether said repairs or replacements involve ordinary or extraordinary repairs or replacements, necessary to keep the same in safe first-class working order and condition, howsoever the necessity or desirability thereof may arise, and whether or not necessitated by wear, tear, obsolescence, defects or otherwise.
2. **Operating Expenses.** Owner A shall pay 100% of the Operating Expenses of the services described in Paragraph 1.
3. **Net Capitalized Cost of Replacement.** Owner A shall pay 100% of the Net Capitalized Cost of Replacement of the Owner A Basement Parking Access Ramp.

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EXHIBIT 9.1(c)

Maintenance of Owner A Commercial Driveway

1. **Description of Services.** Owner B shall perform Maintenance of the Owner A Commercial Driveway. Owner B shall perform such Maintenance at such times as is necessary to keep such Owner A Commercial Driveway in good and safe working order and condition and shall make all repairs or replacements of, in, on, under, within, upon or about such property, whether said repairs or replacements involve ordinary or extraordinary repairs or replacements, necessary to keep the same in safe first-class working order and condition, howsoever the necessity or desirability thereof may arise, and whether or not necessitated by wear, tear, obsolescence, defects or otherwise.
2. **Operating Expenses.** Owner B shall pay 72% of the Operating Expenses of the services described in Paragraph 1, and Owner C shall pay 28% of such Operating Expenses.
3. **Net Capitalized Cost of Replacement.** Owner A shall pay 72% of the Net Capitalized Cost of Replacement of the Owner A Commercial Driveway and Owner B shall pay 28% of such Net Capitalized Cost of Replacement.

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EXHIBIT 9.1(d)

Maintenance of Tower Building Stairwells

1. Description of Services.

Owner A shall perform Maintenance of the Tower Building Stairwells. Owner A shall perform such Maintenance at such times as is necessary to keep such sidewalks in good and safe working order and condition and shall make all repairs or replacements of, in, on, under, within, upon or about such property, whether said repairs or replacements involve ordinary or extraordinary repairs or replacements, necessary to keep the same in safe first-class working order and condition, howsoever the necessity or desirability thereof may arise, and whether or not necessitated by wear, tear, obsolescence, defects or otherwise.

2. Operating Expenses.

Owner A shall pay 100% of the Operating Expenses of the services described in Paragraph 1.

3. Net Capitalized Cost of Replacements.

Owner A shall pay 100% of the Net Capitalized Costs of Replacement of the Facilities described in Paragraph 1.

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EXHIBIT 9.1(e)

Maintenance of Owner A Exterior Common Area

1. **Description of Services.** Owner A shall perform Maintenance of the Owner A Exterior Common Area, including the landscaping on the Owner A Exterior Common Area and the Owner A Exterior Common Area Irrigation System, provided, however, that such Maintenance shall exclude the Owner A South Terrace (which is Maintained by Owner B and Owner C pursuant to Sections 9.1(g-h) hereof) and the Owner A Commercial Driveway (which is Maintained by Owner B pursuant to Section 9.1(c) hereof). Owner A shall perform such Maintenance at such times as is necessary to keep such portions of the Owner A Exterior Common Area in good and safe working order and condition and shall make all repairs or replacements of, in, on, under, within, upon or about such property, whether said repairs or replacements involve ordinary or extraordinary repairs or replacements, necessary to keep the same in safe first-class working order and condition, howsoever the necessity or desirability thereof may arise, and whether or not necessitated by wear, tear, obsolescence, defects or otherwise.

2. **Operating Expenses.**
 - a) Owner A shall pay 97% of the Operating Expenses of the services described in Paragraph 1 in respect of the Owner A Exterior Common Area.
 - b) Owner B shall pay 2% of the Operating Expenses of the services described in Paragraph 1 in respect of the Owner A Exterior Common Area.
 - c) Owner C shall pay 1% of the Operating Expenses of the services described in Paragraph 1 in respect of the Owner A Exterior Common Area.

3. **Net Capitalized Cost of Replacement**
 - a) Owner A shall pay 97% of the Net Capitalized Cost of Replacement of the Owner A Exterior Common Area.
 - b) Owner B shall pay 2% of the Net Capitalized Cost of Replacement of the Owner A Exterior Common Area.
 - c) Owner C shall pay 1% of the Net Capitalized Cost of Replacement of the Owner A Exterior Common Area.

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EXHIBIT 9.1(f)

Maintenance of Owner A Service Elevator

1. **Description of Services.** Owner A shall perform Maintenance of the Owner A Service Elevator and the Owner A Elevator Shaft that houses the Owner A Service Elevator. Owner A shall perform such Maintenance at such times as is necessary to keep the Owner A Service Elevator and such Owner A Elevator Shaft in good and safe working order and condition and shall make all repairs or replacements of, in, on, under, within, upon or about such property, whether said repairs or replacements involve ordinary or extraordinary repairs or replacements, necessary to keep the same in safe first-class working order and condition, howsoever the necessity or desirability thereof may arise, and whether or not necessitated by wear, tear, obsolescence, defects or otherwise.
2. **Operating Expenses.**
 - a) Owner A shall pay 97% of the Operating Expenses of the services described in Paragraph 1.
 - b) Owner B shall pay 2% of the Operating Expenses of the services described in Paragraph 1.
 - c) Owner C shall pay 1% the Operating Expenses of the services described in Paragraph 1.
3. **Net Capitalized Cost of Replacement**
 - a) Owner A shall pay 97% of the Net Capitalized Cost of Replacement of the Owner A Service Elevator.
 - b) Owner B shall pay 2% of the Net Capitalized Cost of Replacement of the Owner A Service Elevator.
 - c) Owner C shall pay 1% of the Net Capitalized Cost of Replacement of the Owner A Service Elevator.

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EXHIBIT 9.1(g)

Maintenance of Owner B South Terrace Easement Area

1. **Description of Services.** Owner B shall perform Maintenance of the Owner B South Terrace Easement Area, including, without limitation, all paving, landscaping, and lighting located in the Owner B South Terrace Easement Area. Owner B shall perform such Maintenance at such times as is necessary to keep the Owner B South Terrace Easement Area in good and safe working order and condition and shall make all repairs or replacements of, in, on, under, within, upon or about such property, whether said repairs or replacements involve ordinary or extraordinary repairs or replacements, necessary to keep the same in safe first-class working order and condition, howsoever the necessity or desirability thereof may arise, and whether or not necessitated by wear, tear, obsolescence, defects or otherwise.
2. **Operating Expenses.** Owner B shall pay 100% of the Operating Expenses of the services described in Paragraph 1.
3. **Net Capitalized Cost of Replacement.** Owner B shall pay 100% of the Net Capitalized Cost of Replacements at the Owner B South Terrace Easement Area.

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EXHIBIT 9.1(h)

Maintenance of Owner C South Terrace Easement Area

1. **Description of Services.** Owner C shall perform Maintenance of the Owner C South Terrace Easement Area, including, without limitation, all paving, landscaping, and lighting located in the Owner C South Terrace Easement Area. Owner C shall perform such Maintenance at such times as is necessary to keep the Owner C South Terrace Easement Area in good and safe working order and condition and shall make all repairs or replacements of, in, on, under, within, upon or about such property, whether said repairs or replacements involve ordinary or extraordinary repairs or replacements, necessary to keep the same in safe first-class working order and condition, howsoever the necessity or desirability thereof may arise, and whether or not necessitated by wear, tear, obsolescence, defects or otherwise.
2. **Operating Expenses.** Owner C shall pay 100% of the Operating Expenses of the services described in Paragraph 1.
3. **Net Capitalized Cost of Replacement.** Owner C shall pay 100% of the Net Capitalized Cost of Replacements at the Owner C South Terrace Easement Area.

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EXHIBIT 9.1(i)

Maintenance of Owner B and Owner C Gas Supply Systems

1. **Description of Services.** Owner B shall perform Maintenance of the Owner B Gas Submeter and Facilities that distribute gas service solely within the Owner B Building (collectively, the "Owner B Gas Supply System"). Owner C shall perform Maintenance of the Owner C Gas Submeter and the Facilities that distribute gas service solely within the Owner C Building (collectively, the "Owner C Gas Supply System"). Such Maintenance shall be performed at such times as is necessary to keep the Owner B Gas Supply System and the Owner C Gas Supply System in good and safe working order and condition. Such Maintenance shall include all repairs or replacements of, in, on, under, within, upon or about such property, whether said repairs or replacements involve ordinary or extraordinary repairs or replacements, necessary to keep the same in safe first-class working order and condition, howsoever the necessity or desirability thereof may arise, and whether or not necessitated by wear, tear, obsolescence, defects or otherwise.
2. **Operating Expenses.** Owner B shall pay 100 % of the Operating Expenses of the services related to the Owner B Gas Supply System. Owner C shall pay 100% of the Operating Expenses of the services related to the Owner C Gas Supply System.
3. **Net Capitalized Cost of Replacement.** Owner B shall pay 100 % of the Net Capitalized Cost of Replacement of the Owner B Gas Supply System. Owner C shall pay 100 % of the Net Capitalized Cost of Replacement of the Owner C Gas Supply System.

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EXHIBIT 9.1(j)

Maintenance of Shared Facilities Mechanical Rooms and Shared Mechanical Chases

1. **Description of Services.**

Owner A shall perform Maintenance of the Shared Facilities Mechanical Rooms and Facilities and Shared Facilities located therein, the area servicing and appurtenant to the Shared Facilities Mechanical Rooms, and the Shared Mechanical Chases. Owner A shall perform such Maintenance at such times as is necessary to keep such mechanical rooms and mechanical chases in good and safe order and condition and shall make all repairs or replacements of, in, on, under, within, upon or about such mechanical rooms and mechanical chases, whether said repairs or replacements involve ordinary or extraordinary repairs or replacements, necessary to keep the same in safe first-class order and condition, howsoever the necessity or desirability thereof may arise, and whether or not necessitated by wear, tear, obsolescence, defects or otherwise. Owner A shall keep the Shared Facilities Mechanical Rooms on the Owner A Property and the areas in and around such Shared Facilities Mechanical Rooms clear and free of obstructions, barricades and other impediments to access through and use of such mechanical rooms.

2. **Operating Expenses.**

- a) Owner A shall pay 97% of the Operating Expenses of the services described in Paragraph 1.
- b) Owner B shall pay 2% of the Operating Expenses of the services described in Paragraph 1.
- c) Owner C shall pay 1% of the Operating Expenses of the services described in Paragraph 1.

3. **Net Capitalized Cost of Replacements.**

- a) Owner A shall pay 97% of the Net Capitalized Costs of Replacement of the Facilities described in Paragraph 1.
- b) Owner B shall pay 2% of the Net Capitalized Cost of Replacement of the Facilities described in Paragraph 1.
- c) Owner C shall pay 1% of the Net Capitalized Cost of Replacement of the Facilities described in Paragraph 1.

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EXHIBIT 9.1(k)

Maintenance of Tower Building Basement Level Commercial Access Corridor

1. **Description of Services.**

Owner A shall perform Maintenance of the Tower Building Basement Level Commercial Access Corridor. Owner A shall perform such Maintenance at such times as is necessary to keep such area in good and safe order and condition and shall make all repairs or replacements of, in, on, under, within, upon or about such area for which such Owner is responsible, whether said repairs or replacements involve ordinary or extraordinary repairs or replacements, necessary to keep the same in safe first-class order and condition, howsoever the necessity or desirability thereof may arise, and whether or not necessitated by wear, tear, obsolescence, defects or otherwise. Owner A shall keep the Tower Building Basement Level Commercial Access Corridor clear and free of obstructions, barricades and other impediments to access through and use of such corridor.

2. **Operating Expenses.**

- a) Owner A shall pay 97% of the Operating Expenses of the services described in Paragraph 1.
- b) Owner B shall pay 2% of the Operating Expenses of the services described in Paragraph 1.
- c) Owner C shall pay 1% of the Operating Expenses of the services described in Paragraph 1.

3. **Net Capitalized Cost of Replacements.**

- a) Owner A shall pay 97% of the Net Capitalized Costs of Replacement of the Facilities described in Paragraph 1.
- b) Owner B shall pay 2% of the Net Capitalized Cost of Replacement of the Facilities described in Paragraph 1.
- c) Owner C shall pay 1% of the Net Capitalized Cost of Replacement of the Facilities described in Paragraph 1.