RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Alison M. Mitchell DLA Piper US LLP 203 North LaSalle Street, Suite 1900 Chicago, Illinois 60601



Doc#: 0734718015 Fee: \$54.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 12/13/2007 10:40 AM Pg: 1 of 16

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ASSIGNMENT OF LEASES AND RENTS

PENTS (this "Ass THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is made as of December 11, 2007 by and between WEST MONROE FUND INVESTORS, LLC, a Delaware limited liability company and WFSF MONROE LIFE INVESTORS, LLC, a Delaware limited liability company having an address at c/o Principal Real Estate Investors, LLC, 801 Grand Avenue, Des Moines, Iowa 50392 (collectively, "Assignor"), and MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY a Massachusetts corporation having an address c/o Babson Capital Management LLC, 1500 Main Street, Suite 2100, Springfield, Massachusetts 01115-5189, Attention: Managing Director, Real Estate Finance Group ("Assignee"), as payment and servicing agent for itself and the other Note Holders (as defined in the Mortgage).

RECITALS

- Assignor, as maker, executed and delivered to Assignee, as payee, a certain Promissory Note of even date herewith (as said Promissory Note may bareafter be amended, modified, consolidated, severed or extended the "MassMutual Note") in the stated principal amount of \$41,000,000.00, and Assignor, as maker executed and delivered to New York Life Insurance Company ("New York Life"), as payee, a certain Promissory Note of even date herewith (as said Promissory Note may hereafter be amended, modified, consolidated, severed or extended, the "New York Life Note") in the stated principal amount of \$41,000,000.00 (the MassMutual Note and the New York Life Note are collectively referred to herein as the "Note") which Note evidences a loan (the "Loan") in the original principal amount of \$82,000,000.00.
- The Loan is secured in part by Assignor's interest in and to that certain real property located in the City of Chicago, County of Cook and State of Illinois and described in Exhibit A attached hereto and made a part hereof (collectively, the "Premises"), as evidenced by a certain Mortgage and Security Agreement and Fixture Filing dated of even date herewith ("Mortgage") with respect to the Premises. As used herein, the Note, the Mortgage, this Assignment and all other instruments evidencing, securing or pertaining to the Loan, now or

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from time to time hereafter executed and delivered to Assignee or the other Note Holders, are referred to collectively herein as the "Loan Documents".

C. Assignee and the other Note Holders have required, as a condition to the making of the Loan, that Assignor make and deliver this Assignment as below provided.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, intending to be legally bound, hereby agrees as follows:

- 1. Recitals. The foregoing recitals are incorporated into this Assignment by this reference.
- 2. <u>Per ned Terms</u>. As used in this Assignment, unless otherwise defined herein, all initially capitalize Perms shall have the respective meanings ascribed to such terms in the Mortgage.

3. Assignment.

- (a) Assignor does hereby absolutely, presently and irrevocably assign, transfer, and set over unto Assignee (on behalf of the Note Holders):
 - (i) All of the right, title and interest of Assignor in and to all leases, occupancy agreements, licenses to occupy, lettings, tenancies and other similar agreements, affecting all or a portion of the Premises, which leases, occupancy agreements, licenses to occupy, and other similar agreements are listed on Exhibit B hereto, and all other and future leases, occupancy agreements, licenses to occupy, lettings and tenancies and other similar arrangements, of the Premises, and all modifications, renewals, and extensions of the existing leases, occupancy agreements, licenses to occupy, lettings, tenancies and other similar arrangements present and future, together with guarantees, if any of the lessee's obligations thereunder whether entered into before or after the filing by or against Assignor of any petition for relief under 11 U.S.C. §101 et. seq. as the same may be amended from time to time, or any successor statute thereto (the "Bankruptcy Code") (collectively the "Leases");
 - (ii) All rents, issues, income, proceeds, payments, and profits arising from the Lease(s) and from the use and occupation of the Premises, including, without limitation, all fixed and additional rents, cancellation payments, option payments, letter of credit proceeds, supporting obligations, security deposits and all sums due and payments made under any guarantee of any of the Lease(s) or any obligations thereunder (collectively "Rents"); and
 - (iii) All rights, powers, privileges, options and other benefits of Assignor under the Leases, including without limitation the immediate and continuing right to make claim for, receive, collect and receipt for all Rents, including the right to make such claim in a proceeding under the Bankruptcy

Code, and the right to apply the same to the payment of the Indebtedness (collectively "Rights").

- (b) Assignor and Assignee intend that this Assignment constitute a present, irrevocable and absolute assignment of the Lease(s) and Rents, and not an assignment for additional security only. Assignee grants to Assignor a revocable license ("License") to collect and receive the Rents. Assignor hereby agrees that Assignee may authorize and direct the lessee(s) named in the Lease(s), and any other occupants of the Premises, and all Lease guarantors, to pay over to Assignee or such other party as Assignee may direct, all Rents, upon receipt from Assignee of written notice to the effect that an Event of Defact (as said term is defined in the Mortgage) exists, and to continue to do so until the lessees are otherwise notified by Assignee.
- 4. <u>Assignor's Warranties and Representations</u>; Covenants.
 - (a) Assignor hereby warrants and represents to the Note Holders as follows:
 - (i) Assignor has not executed any prior assignment of the Leases or Rents, nor has it performed any act or executed any other instrument which might prevent Assignor from fulfilling any of the terms and conditions of this Assignment or which might prevent Assignee from operating under any of the terms and conditions of this Assignment or which would limit Assignee in such operation;
 - (ii) Assignor has not executed or granted any modification, waiver or amendment whatsoever of any of the Lesse(s), except as indicated on Exhibit B; the Lease(s) are in full force and effect: and there are no defaults now existing under the Lease(s), or any conditions which, after notice, passage of time, or both would constitute defaults;
 - (iii) Assignor will observe and perform all the obligations imposed upon the lessor under any Lease(s) and will not do or permit to be done anything to impair any of the Lease(s);
 - (iv) Assignor will not collect any of the rents, issues, income, proceeds payments, and profits arising or accruing under the Lease(s) or from the Premises more than 30 days in advance of the time when the same shall become due under the Lease(s), nor execute any other assignment of the Lease(s) or assignment of rents, issues, income, proceeds or profits with respect to the Premises; and
 - (v) Except as otherwise specifically permitted under Section 2.19(d) of the Mortgage, or with the prior written consent of the Assignee, Assignor will not alter or modify the terms of the Lease(s), give any consent or exercise any option required or permitted by such terms, accept a surrender thereof, or consent to any assignment of or subletting under the Lease(s), whether or not in accordance with their terms.

5. Revocation of License.

- (a) Upon or at any time after an Event of Default, the License granted to Assignor in paragraph 3 of this Assignment shall automatically be revoked without the need of any action by Assignee, and Assignee shall immediately be entitled to the receipt and possession of all Rents, and to the assumption of the Rights whether or not Assignee enters upon or takes control of the Premises.
- (b) Upon demand by Assignee following the occurrence of an Event of Default, Assignor shall immediately deliver to Assignee all Rents in the possession of Assignor or its agents, and shall cooperate in instructing Assignor's agents and the lessee(s) under the Leases(s) and all others in possession of the Premises or any portion thereof to pay directly to Assignee all Rents.
- (c) Upon revocation of the License, Assignee may, at its option, without waiving such Event of Default and without notice or regard to the adequacy of the security for the Indebtedness, either in person or by agent, nominee or attorney, or by a receiver appointed by a court, with or without bringing any action or proceeding, dispossess Assignor and its agents and servants from the Premises, without liability for trespass, damages or otherwise, and exclude Assignor and its agents from the Premises.
- (d) Upon revocation of the License, Assignee may also take possession of the Premises, and all books, records and accounts relating thereto and have, hold, manage, lease and operate the Premises on such torms and for such period of time as Assignee may deem proper. In addition, and with or without taking possession of the Premises, Assignee, in its own name, may demand, suction or otherwise collect and receive all Rents, including those past due and unpaid and may apply any Rents collected in such order of priority as Assignee in its sole discretion deems appropriate, to the payment of:
 - (i) all expenses of managing the Precises, including, without limitation, the salaries, fees and wages of a managing agent and such other persons or entities as Assignee may deem necessary or obsirable, and all expenses of operating and maintaining the Premises, including, without limitation, all taxes, claims, assessments, ground rents, water rents, sewer rents and any other liens or charges, and premiums for all insurance which Assignee may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Premises:
 - (ii) the Indebtedness; and
 - (iii) all costs and attorneys' fees, costs and expenses incurred in connection with the enforcement of this Assignment and any of the Loan Documents.
- 6. <u>No Liability of Assignee</u>. This Assignment shall not be construed to bind Assignee to the performance of any of the covenants, conditions, or provisions contained in any

Lease, or otherwise impose any obligation upon Assignee. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Premises, or from any other act or omission of Assignee either in collecting the Rents, or if Assignee shall have taken possession of the Premises, in managing the Premises, unless such loss is caused by the willful misconduct or gross negligence of Assignee.

7. No Mortgagee in Possession. In the absence of taking actual possession of the Premises by Assignee, in its own right and person, Assignee (i) shall not be deemed a mortgagee in possession, (ii) shall not be responsible for the payment of any taxes or assessments with respect to the Premises, (iii) shall not be liable to perform any obligation of the lessor under any Leases or under applicable law, (iv) shall not be liable to any person for any dangerous or defective condition in the Premises nor for any negligence in the management, upkeep, repair, or control of the Premises resulting in loss or injury or death to any person, and (v) shall not be liable in any manner for the remediation of any environmental impairment.

8. Bankruptcy

- (a) Assigned shall have the right to proceed in its own name or in the name of Assignor in respect of any claim, suit, action or proceeding, relating to any Leases in a proceeding under the Bank up toy Code including, without limitation, after an Event of Default the right to file and prosecute, all to the exclusion of Assignor, any proofs of claim, complaints, motions, applications, notices and other documents.
- (b) If there shall be filed by or against Assignor a petition under the Bankruptcy Code, and Assignor, as lessor under any Leases, shall determine to reject any Lease(s) pursuant to Section 365(a) of the Bankruptcy Code, the Assignor shall give Assignee not less than ten (10) days' prior notice of the date on which Assignor shall apply to the bankruptcy court for authority to reject the Leases. Assignee shall have the right, but not the obligation, to serve upon Assignor within such ten-day period a notice stating that (i) Assignee demands that Assignor assume and assign the Leases to Assignee pursuant to Section 365 of the Bankruptcy Code and (ii) Assignee covenants to cure or provide adequate assurance of future performance under the Leases. If Assignee serves upon Assignor the notice described in the preceding sentence, Assignor shall not seek to reject the Lease(s) and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Assignee of the covenant provided for in clause (ii) of the preceding sentence.

9. Indemnity of Note Holders.

(a) Except with respect to Assignee's (or any Note Holder's or their respective directors, officers, employees and/or agents) gross negligence, or willful misconduct, Assignor hereby indemnifies the Note Holders for, and holds the Note Holders harmless from, any and all liability, loss or damage which may be incurred under the Leases, or under or by reason of this Assignment, and from any and all claims and demands

whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings under any of the Leases.

- (b) Should any of the Note Holders incur any such liability under the Leases or under or by reason of this Assignment or in defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured by the Mortgage and Assignor shall reimburse Assignee therefor, immediately upon demand and upon the failure of Assignor so to do, Assignee, at its option, may declare all sums secured by the Mortgage immediately due and payable. Interest shall accrue on the amounts so expended by Assignee at the Default Rate (as said term is defined in the Mortgage) from the date expended until repaid.
- 10. No Waiver of Rights by Assignee. Nothing contained in this Assignment and no act done or omited by Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Assignee of any of its rights and remedies under the Note, Mortgage or any other Loan Document. This Assignment is made and accepted without prejudice to any of such rights and remedies possessed by Assignee to collect the Indebtedness and to enforce the Loan Documents, and said nights and remedies may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.
- 11. <u>Releases of Parties and Security</u>. Assignee may take or release other security for the payment of the Indebtedness, may release any party primarily or secondarily liable therefor, and may apply any other security held by it o the satisfaction of any portion of the Indebtedness without prejudice to any of its rights under this Assignment.
- 12. <u>Future Assurances</u>. Assignor agrees that it will, from time to time, upon demand therefor by Assignee, deliver to Assignee an executed counterpart of each and every Lease hereafter entered into. Further, Assignor agrees that it will execute, acknowledge and record such additional assurances and assignments as Assignee may request covering any and all of the Leases. Such assignments shall be on forms approved by the Assignee, and Assignor agrees to pay all costs incurred in connection with the examination of the Leases and the preparation, execution and recording of such assignments or any other related documents, including, without limitation, fees of Assignee's local counsel.
- 13. <u>Amendments</u>. This Assignment may not be altered or amended except in writing, intended for that specific purpose, signed by both Assignor and Assignee.

14. Legal Construction.

- (a) All terms contained herein shall be construed, whenever the context of this Assignment so requires, so that the singular number shall include the plural, and the plural the singular, and the use of any gender shall include all genders.
- (b) The terms "include" and "including" as used in this Assignment shall be construed as if followed by the phrase "without limitation".

- Any provision of this Assignment permitting the recovery of attorneys' fees and costs shall be deemed to include such fees and costs incurred in all appellate proceedings.
- In the event there is more than one Assignor, the obligations of each Assignor shall be joint and several for all purposes
- 15. Notices. All notices, consents, approvals and requests required or permitted hereunder or under any other Loan Document shall be given in writing and shall be effective for all purposes if hand delivered or sent by: (i) certified or registered United States mail, postage prepaid; (ii) expedited prepaid delivery service, either commercial or United States Postal Service, with proof of attempted delivery; or (iii) facsimile provided a confirming copy is sent the same day in he manner set forth in (ii) above, addressed in either case as follows:

If to Assignee, at the following address:

Massachusetts Mutual Life Insurance Company c/o Babson Capital Management LLC 1500 Main Street, Suite 2100

Massachusetts Mutual Life Insurance Company
c/o Babson Capital Management LLC

Massachusetts Strite 2800

Massachusetts 01115-5189

Massachusetts Law

c/o Principal Real Estate Investors, LLC 801 Grand Avenue Des Moines, Iowa 50392 Attention: Kristine Soliday

Facsimile: 866-850-4022

With a copy to

Principal Real Estate Investors, LLC 801 Grand Avenue Des Moines, Iowa 50392

Attention: Mari Larson Facsimile: 866-850-4022

or to such other address and person as shall be designated from time to time by Assignee or Assignor, as the case may be, in a written notice to the other party in the manner provided for in this Section 15. A notice shall be deemed to have been given: in the case of hand delivery or by facsimile, at the time of delivery; in the case of registered or certified mail, three (3) Business Days after deposit in the United States mail; or in the case of expedited prepaid delivery, upon the first attempted delivery on a Business Day. A party receiving a notice which does not comply with the technical requirements for notice under this Section 15 may elect in writing to waive any deficiencies and treat the notice as having been properly given.

- 16. <u>Controlling Law</u>. This instrument shall be governed by and construed in accordance with the laws of the state in which the Premises is situated.
- 17. <u>Discharge</u>. Until the payment in full of the Indebtedness, this Assignment shall continue in full force and effect, whether or not recorded. Assignor hereby authorizes Assignee to furnish to any Person written notice that this Assignment remains in effect and agrees that such Person may rely upon and shall be bound by such statement. Upon payment in full of the Indebtedness and the delivery and recording of a satisfaction or discharge of Mortgage duly executed, this Assignment shall be void and of no effect.
- 18. Severability. All rights, powers and remedie: provided in this Assignment may be exercised only to the extent that the exercise thereof does not variete any applicable law, and are intended to be limited to the extent (but only to the extent) necessary so that they will not render this Assignment invalid or unenforceable. If any term, covenant, condition, or provision of this Assignment or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remaining terms, covenants, conditions and provisions of this Assignment, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Assignment shall be modified and/or limited to the extent necessary to render the same valid and enforceable to the fullest extent permitted by law.
- 19. <u>Successors and Assigns</u>. This Assignment shall be binding upon Assignor's successors and assigns and shall inure to the benefit of Assignee and its successors and assigns, and shall survive payment of the Loan, foreclosure, deed-in-lieu of foreclosure and any other transfer of the Premises or any interest therein.
- 20. <u>Limitation of Liability</u>. Subject to the provisions of Section 10 of the Note, in any action or proceedings brought on the Note, this Assignment or any other Loan Documents in

which a money judgment is sought, Lender will look solely to the Mortgaged Property and other property described in the Loan Documents (including the Property Income and any other rents and profits from such property) for payment of the Indebtedness and, specifically and without limitation, the Note Holders agree to waive any right to seek or obtain a deficiency judgment against Borrower.

Property of County Clark's Office

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IN WITNESS WHEREOF, the Assignor has duly executed this Assignment as of the date first written above.

ASSIGNOR:

WEST MONROE FUND INVESTORS, LLC, a Delaware limited liability company

DOOD OF CO. West Monroe Fund Member, LLC, a Delaware limited liability company, its sole member

West Monroe REIT, LLC, a Delaware limited liability company, its sole member

Principal Enhanced Property Fund, L.P., a By: Delaware limited partnership, its managing member

Principal Enhanced Property Fund GP, LLC, a Delaware limited liability company, its general partner

Principal Real Estate Investors, LLC, a Delaware limited liability company, its sole member

Name: Its:

Name: stment Direct Its:

Asset Management

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WEST MONROE LIFE INVESTORS, LLC, a Delaware limited liability company

West Monroe Life Member, LLC, a Delaware limited liability company, its sole member

Principal Real Estate Holding Company, LLC, a Delaware limited liability company, its sole member

b. Nam. Its:_ Principal Real Estate Investors, LLC, a Delaware limited liability company, its authorized signatory

Name: Commercial Mortgage Gerniner

Name:_

County Clark's Office

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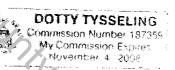
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STATE OF IOWA)
COUNTY OF POLK)

On this 7th day of November, 2007, before me, the undersigned, a Notary Public in and for the said State, personally appeared Stacia L. VanCleave and Cara A. Stowe, to me personally known to be the identical persons whose names are subscribed to the foregoing instrument, who being by me duly sworn, did say that they are the Commercial Mortgage Servicer and Investment Director - Asset Management, respectively, of PRINCIPAL REAL ESTATE INVESTORS, LLC, a Delaware limited liability company, the sole member of PRINCIPAL ENHANCED PROPERTY FUND GP, LLC, a Delaware limited liability company, the general partner of PRINCIPAL ENHANCED PROPERTY FUND, L.P., a Delaware limited partnership, the sole member of WEST MONROE REIT, LLC, a Delaware limited liability company, the sole member of WFST MONROE FUND MEMBER, LLC, a Delaware limited liability company, the sole member of WEST MONROE FUND INVESTORS, LLC, a Delaware limited liability company, and that the seal affixed to the instrument is the seal of PRINCIPAL REAL ESTATE INVESTORS, LLC that the instrument was signed and sealed on behalf of the limited liability company by PRINCIPAL REAL ESTATE INVESTORS, LLC, as sole member of WEST MONROE FUND INVESTORS, LLC, by authority of the member of WEST MONROE FUND INVESTORS, LLC; and that the aforesaid individuals each acknowledged the execution of the foregoing instrument to be the voluntary act and deed of PRINCIPAL REAL ESTATE INVESTORS, LLC, as sole members of said entity, by it and by them voluntarily executed.

Notary Public in and for said State
My Commission Expires:
[Affix Notarial Stamp or Seal]

STATE OF IOWA)
COUNTY OF POLK)



On this 7th day of November, 2007, before me, the undersigned, a Notary Public in and for the said State, personally appeared Stacia L. VanCleave and Cara A. Stowe, to me personally known to be the identical persons whose names are subscribed to the foregoing instrument, who being by me duly sworn, did say that they are the Commercial Mortgage Servicer and Investment Director - Asset Management, respectively, of PRINCIPAL REAL ESTATE INVESTORS, LLC, a Delaware limited liability company, the authorized signatory of PRINCIPAL REAL ESTATE HOLDING COMPANY, LLC, a Delaware limited liability company, the soft member of WEST MONROE LIFE MEMBER, LLC, a Delaware limited liability company, the sole member of WEST MONROE LIFE INVESTORS, LLC, a Delaware limited liability company, and that the seal affixed to the instrument is the seal of PRINCIPAL REAL ESTATE INVESTORS, LLC; that the instrument was signed and sealed on behalf of the limited liability company by PRINCIPAL REAL ESTATE INVESTORS, LLC; and that the aforesaid individuals each acknowledged the execution of the foregoing instrument to be the voluntary act and deed of PRINCIPAL REAL ESTATE INVESTORS, LLC, as authorized signatory of said entity, by it and by them voluntarily executed.

Notary Public in and for said State My Commission Expires: [Affix Notarial Stamp or Seal]



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EXHIBIT A

PREMISES

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

PARCEL 1:

- (A) LOTS 2 AND 3, EXCEPT THE SOUTH 14.08 FEET OF SAID LOT 3, IN CHARLES WESENCRAFT'S SUBDIVISION OF LOTS 3, 4, 5 AND 6 IN BLOCK 47 OF SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16 TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRESCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.
- (B) ALL OF LOTS 1 THROUGH 6, BOTH INCLUSIVE, IN WARD'S SUBDIVISION OF LOT 1 IN BLOCK 47 OF SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16 TOWNSHIP 39 NORTH RANGE 14 FAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.
- (C) ALL THOSE PARTS OF LOT 7 IN WARD'S SUBDIVISION OF LOT 1 IN BLOCK 47 AND OF LOT 2 IN BLOCK 47 IN SCHOOL SECTION ADDITION TO CHICAGO, AND OF LOT 1 IN CHARLES WESENCRAFT'S SUBDIVISION OF LOTS 3, 4, 5 AND 6 IN BLOCK 47 OF SCHOOL SECTION ADDITION TO CHICAGO LYING NORTH OF A LINE 124.86 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF WEST MONROE STREET, IN SECTION 16, TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.
- (D) THE VACATED NORTH-SOUTH 10 FOO? PUBLIC ALLEY LYING EAST OF AND ADJOINING LOT 1 AND WEST OF AND ADJOINING LOTS 2 AND 3 IN CHARLES WESENCRAFT'S SUBDIVISION OF LOTS 3, 4, 5 AND 6 IN BLOCK 47 OF SCHOOL SECTION ADDITION TO CHICAGO LYING NORTH OF A LINE 124.86 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF WEST MONROE STREET, IN SECTION 16, TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COCK COUNTY, ILLINOIS.
- (G) EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCELS 1 (A), 1 (B), 1 (C) AND 1 (D) RECORDED NOVEMBER 2, 2000 AS DOCUMENT NUMBER 00866229 AND RE-RECORDED DECEMBER 13, 2000 AS DOCUMENT NUMBER 00977331 AND AMENDMENT RECORDED DECEMBER 3, 2001 AS DOCUMENT NUMBER 0011134341 AND A SECOND AMENDMENT RECORDED SEPTEMBER 11, 2002 AS DOCUMENT NUMBER 6020996691 OVER THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: THAT PART OF LOTAIN BLOCK 47 OF SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16 TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE 124.86 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF WEST MONROE STREET AND NORTH OF A LINE 136.86 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF WEST MONROE STREET, IN COOK COUNTY, ILLINOIS AND ALL THAT PART OF LOT 1 IN CHARLES WESENCRAFT'S SUBDIVISION OF LOTS 3, 4, 5 AND 6 IN BLOCK 47 OF SCHOOL SECTION ADDITION TO CHICAGO, LYING SOUTH OF A LINE 124.86 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF WEST MONROE STREET AND NORTH OF A LINE 136.86 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF MONROE STREET, IN SECTION 16, TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS AND ALL THAT PART OF LOT 7 IN WARD'S SUBDIVISION

OF LOT 1 IN BLOCK 47 OF SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE 124.86 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF WEST MONROE STREET AND NORTH OF A LINE 136.86 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF WEST MONROE STREET AND EAST OF A LINE 30.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SOUTH JEFFERSON STREET.

(H) EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCELS 1A, 1B, 1C AND 1D RECORDED NOVEMBER 2, 2000 AS DOCUMENT NUMBER 00866228 AND RE-RECORDED DECEMBER 13, 2000 AS DOCUMENT NUMBER 00977332 AND AMENDMENT RECORDED OCTOBER 9, 2002 AS DOCUMENT NUMBER 0021110223 OVER THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: THE EAST 28 FEET OF LOTS 1 AND 9 IN CHARLES WESENCRAFT'S SUBDIVISION OF LOTS 3, 4, 5 AND 6 IN BLOCK 47 OF SCHOOL SECTION ADDITION TO CHICAGO LYING SOUTH OF A LINE 124.86 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF WEST MONROE STREET AND NORTH OF THE EASTERLY EXTENSION OF 14F NORTH LINE OF THE SOUTH 8 FEET OF LOT 3 IN W.B. EGAN'S SUBDIVISION OF LCTS 7 AND 8 IN BLOCK 47 OF SCHOOL SECTION ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

SHIP 39 1.

555 West Monroe

Chicago, IL

Pin 17-16-107-024

17-16-107-021

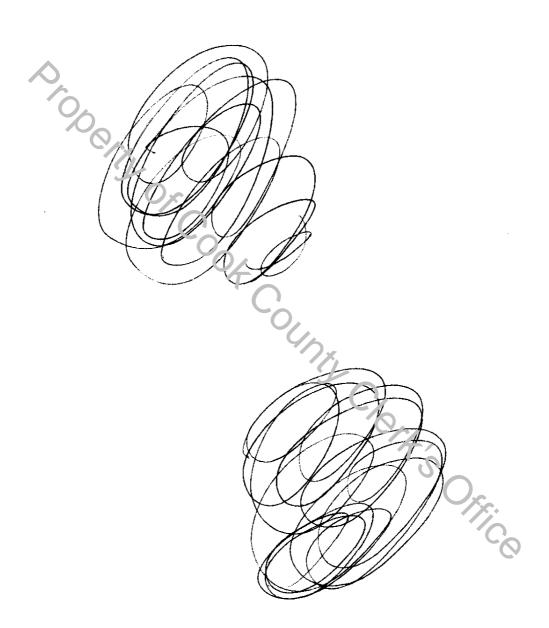
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EXHIBIT B

LEASES



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EXHIBIT B

LEASES

- 1. Lease with Washington Mutual Bank dated May 12, 2003.
- 2. Lease with Salad Creations dated June 10, 2007.
- 3. Lease with The Quaker Oats Company dated March 1, 2000, as amended by Amendment dated April 24, 2000, Second Amendment dated May 24, 2002, Third Amendment dated Jarch 1, Cook County Clerk's Office October 25, 2002, Fourth Amendment dated August 20, 2004 and Fifth Amendment dated March 1, 2006.