



Doc#: 1021118039 Fee: \$66.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/30/2010 12:52 PM Pg: 1 of 16

This Instrument was prepared by,
and when recorded return to:

SONNENSCHN NATH & ROSENTHAL LLP
233 S. Wacker Drive, Suite 7800
Chicago, Illinois 60606
Attention: Robert L. Fernandez, Esq.

Property Address:
300 North LaSalle Street
Chicago, Illinois 60610

PINs: 17-09-405-004-0000
17-09-405-002-0000

849798602 # of #

**AGREEMENT OF SUBORDINATION, RECOGNITION
NON-DISTURBANCE, AND ATTORNMENT**

THIS AGREEMENT OF SUBORDINATION, RECOGNITION, NON-DISTURBANCE AND ATTORNMENT ("**Agreement**") dated the 29th day of July, 2010, is made by and among **KBSII 300 NORTH LASALLE, LLC**, a Delaware limited liability company (herein referred to as "**Landlord**"), **KIRKLAND & ELLIS LLP**, an Illinois limited liability partnership (herein referred to as "**Tenant**"), and **METROPOLITAN LIFE INSURANCE COMPANY**, a New York corporation (herein referred to as "**Lender**").

WITNESSETH:

WHEREAS, Landlord's predecessor-in-interest, 300 LaSalle LLC, a Delaware limited liability company, and Tenant have heretofore entered into a certain Office Lease dated as of August 25, 2005 (such lease, together with all exhibits attached thereto including, without limitation, the Workletter, being hereinafter referred to as the "**Original Lease**"), demising certain premises in the building known as 300 North LaSalle Street, Chicago, Illinois; and

WHEREAS, the Original Lease has been modified or amended pursuant to the following instruments: First Amendment to Lease dated June 26, 2007, Letter Agreement dated August 31, 2007, Second Amendment to Lease dated April 29, 2008, Third Amendment to Lease

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dated July 29, 2008, Fourth Amendment to Lease dated April 6, 2009, and Fifth Amendment to Lease dated August 6, 2009 ; and

WHEREAS, as used herein the term "**Lease**" shall refer to the Original Lease, the amendments set forth in the preceding recital, and such amendments and modifications as may hereafter be entered into, excluding any such amendments and modifications hereafter entered into requiring Lender's consent under Section 9 below, unless Lender shall have consented thereto; and

WHEREAS, Lender has made a mortgage loan to Landlord (the "**Loan**") in the original principal amount of \$350,000,000, which Loan is evidenced by that certain Promissory Note in favor of Lender (including any consolidations, extensions, modifications or renewals thereof from time to time, collectively, the "**Note**") dated as of July 29, 2010 executed by Landlord and payable to Lender, and secured in part by a Mortgage, Security Agreement and Fixture Filing (including any consolidations, extensions, modifications or renewals thereof from time to time, the "**Mortgage**"; the Note, Mortgage and all other documents evidencing and/or securing the Loan from time to time (as the same may be consolidated, extended, modified and/or renewed from time to time) are collectively referred to herein as the "**Loan Documents**") dated as of July 29, 2010 to be recorded with the Cook County Recorder, covering the Land and Improvements (as defined in the Lease) in which the Premises (as defined in the Lease) is located, which Land is legally described on Exhibit "A" attached hereto; and

WHEREAS, the parties hereto desire to establish additional rights of quiet and peaceful possession for the benefit of Tenant, and further to define the covenants, terms, and conditions precedent to such additional rights.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, agreements, and demises herein contained, and in consideration of other good and valuable consideration, each to the other, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree, covenant, and warrant as follows:

1. Terms used but not defined herein which are defined in the Lease are used herein as defined in the Lease.
2. Subject to the terms and conditions of this Agreement, the Original Lease and all amendments, modifications, extensions, renewals or replacements thereof, are and shall be subject and subordinate to the Mortgage and the lien created thereby and to any advancements made thereunder.
3. So long as no Default by Tenant has occurred and is continuing under the Lease, Lender hereby covenants and agrees that if Lender or any other person (Lender or such other person being herein called a "**Successor**") obtains Landlord's interest in the Property by foreclosure of the Mortgage or purchase at foreclosure sale or by reason of any other enforcement of Lender's rights under the Mortgage, or by deed in lieu of foreclosure or by any other means

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involving the exercise of rights or remedies under any of the Loan Documents (a "Succession Event"), then, without limitation of the other terms and conditions of this Agreement:

(a) Successor shall succeed to Landlord's interest in the Lease and shall recognize the Lease and all of Tenant's rights thereunder, and the Lease shall continue in full force and effect for the unexpired balance (and any extensions, as and when exercised) of the Term of the Lease, with direct privity of estate and contract between, and for the benefit of, Successor and Tenant with the same force and effect and relative priority in time and right as though the Lease had been originally made directly between Successor and Tenant, subject to the terms of Section 9 below; and

(b) without limiting the rights of the "landlord" under the Lease and applicable law, Tenant's rights under the Lease, including its use, enjoyment and occupancy of the Premises, shall not be disturbed, diminished or interfered with, for any reason, by Lender or any person claiming by, through or under Lender, subject to the terms of the Lease.

4. Tenant shall concurrently give to Lender a copy of any Qualified Notice (as herein defined) given by Tenant to Landlord. The term "Qualified Notice" shall mean (i) any written notice of a Landlord default under the Lease given by Tenant to Landlord, including any written default notice which provides or asserts that Tenant intends to exercise, reserves the exercise of, exercises, or warns that it may exercise a right or remedy afforded it under the Lease or applicable laws, (ii) any written notice of termination of the Lease under Articles 9, 11, or 23 of the Lease, or any other provision of the Lease expressly affording Tenant the right to terminate the Lease, given by Tenant to Landlord, (iii) any written notice under Paragraph 23(B) of the Lease given by Tenant to Landlord, (iv) any Offset Exercise Notice under Paragraph 23(C) of the Lease, or any written notice given by Tenant to Landlord under any other provision of the Lease expressly affording Tenant a right of set-off, abatement or offset against the payment of Rent, given by Tenant to Landlord, and (v) any written notice given by Tenant to Landlord which provides or asserts that Tenant intends to exercise any so-called "self-help" rights under the Lease. For purposes of the foregoing, the term "written notice" (or words of similar import) given by Tenant to Landlord under the Lease (or any provision thereof) shall mean a written notice given by Tenant to Landlord pursuant to the notice requirements of Article 30 of the Lease.

5. If any event or act or omission (including those which constitute a default under the Lease) of Landlord (each or collectively a "Potential Default") would give Tenant the right, immediately or after lapse of a period of time or the giving of notice, to cancel or terminate the Lease (other than pursuant to a right of cancellation or termination expressly granted to Tenant in Articles 9, 11, or 23 of the Lease) or to abate or offset against payment of Rent (other than a right of abatement or offset expressly set forth in the Lease or the Workletter, including, without limitation, any right expressly granted to Tenant in Articles 2, 3, 9, 11, or 23 of the Lease, or Section 6 of the Workletter) or to claim a partial or total eviction, Tenant shall not be entitled to exercise such right, unless such act or omission shall have continued unremedied after the expiration of any grace and cure period provided to Landlord under the Lease and Lender shall have the right, but not the obligation to remedy such Potential Default, for a period of

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(a) with respect to any Potential Default which is capable of cure or remedy solely by the payment of money, ten (10) days after the expiration of any grace or cure period afforded to Landlord under the Lease, or (b) with respect to all other Potential Defaults, thirty (30) days after the expiration of the grace or cure period afforded Landlord under the Lease. The aforementioned additional periods of time permitted for Lender to cure shall not apply to any termination right expressly granted to Tenant under Articles 9, 11, or 23 of the Lease, or any express right of Tenant to a credit, abatement or offset of or against Rent as set forth in the Lease or the Workletter (including, without limitation, any right expressly granted to Tenant in Articles 2, 3, 9, 11, or 23 of the Lease, or Section 6 of the Workletter); provided, that in all such cases, Lender shall have the same grace or cure periods as are provided to Landlord under the Lease, and Tenant shall accept any cure by Lender as and to the same extent as if cured by Landlord; and provided further, that, in the event of a Landlord Default that cannot be cured by Lender within the time period within which Landlord is permitted to effect such cure under the Lease because possession of the Property is necessary to effect such cure within such time and Lender does not have possession of the Property, then Tenant shall not have the right to terminate the Lease (other than pursuant to Article 9 or 11 of the Lease) so long as Lender has commenced such cure and is diligently pursuing the same to completion (including the commencement of foreclosure proceedings and/or any other proceedings necessary to acquire possession of the Property in order to effect such cure); and provided further, that in the event that the Landlord Default in question has caused the Premises or any portion thereof to be substantially unusable such that the same cannot reasonably be used and occupied by Tenant in the ordinary and normal course of its business with no material or adverse disruption in work environment, and in accordance with applicable Laws, for any reason whatsoever, including (without limitation) by reason of (i) the condition of the Premises, (ii) lack of or material impairment to access, electricity, HVAC or water service, or (c) any failure of the air quality in the Premises to comply with applicable Laws, then (without limiting (but without duplication of) Tenant's other rights of abatement in the Lease, including Paragraph 23(B) thereof) Tenant shall have the right to a full abatement of Rent with respect to the Premises (or the portion thereof so rendered unusable for Tenant's normal business purposes), during the period commencing on the date that Tenant would otherwise have had the right to terminate this Lease (but for the terms of the immediately preceding proviso) and ending on the date that the Premises (or such portion thereof) is again rendered usable for Tenant's normal business purposes.

6. If the interests of Landlord under the Lease shall be transferred to a Successor by reason of a Succession Event prior to the expiration or earlier termination of the Lease, then Tenant hereby covenants and agrees to make full and complete attornment to the Successor as substitute landlord upon the same terms, covenants and conditions as provided in the Lease (subject to Section 3 above and Section 9 below) so as to establish direct privity of estate and contract between the Successor and Tenant for the unexpired balance (and any extensions, as and when exercised) of the Term of the Lease, with the same force and effect and relative priority in time and right as though the Lease had been originally made directly between Successor and Tenant; except, that (subject to Section 17 below) Tenant shall be under no obligation to pay Rent to the Successor until Tenant receives written notice from Lender that a Succession Event has occurred. Tenant will thereafter make all Rent payments due under the

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Lease directly to Successor, as the substitute landlord thereunder and Landlord hereby consents thereto.

7. Tenant waives all joinder and/or service of process in any action by Lender to foreclose the Mortgage or any action at law by Lender to acquire the Landlord's interest in the Premises or Property. Unless required by law or to perfect Lender's interest in the property subject to the Mortgage, and so long as no Default by Tenant has occurred and is continuing under the Lease, Lender shall not name Tenant in any such action and if Tenant is required to be so named then, except as expressly provided herein, none of Tenant's rights under the Lease or this Agreement shall be affected in such action. Prior to commencing any foreclosure, Lender shall furnish to Tenant written notice of such foreclosure; but Lender's failure to do so shall not impair the validity of Lender's foreclosure or the terms of this Agreement.

8. The provisions of this Agreement shall be covenants running with the Land, and shall be binding upon and inure to the benefit of the respective parties hereto and their respective heirs, executors, administrators, beneficiaries, successors and assigns (without affecting the limitations on Tenant's rights to assign the Lease under Article 20 thereof), including without limitation any person who shall obtain, directly or by assignment or conveyance, (a) any interest in the Mortgage; (b) any certificate or deed of purchase following foreclosure of the Mortgage; (c) any certificate of redemption following such foreclosure; or (d) title to the Property through a Succession Event.

9. If a Succession Event shall occur (the date of such Succession Event being herein called the "**Succession Date**"), the Successor shall not be:

(a) Liable for any act or omission of any prior landlord under the Lease; except, that the Successor shall be fully responsible and liable under the Lease for: (i) the payment of any unpaid or unfunded Tenant Work Allowance, Expansion Allowance, First Proposal Allowance, ROFO Allowance and/or Renewal Allowance, regardless of whether the obligation to fund and/or pay such amount shall have arisen prior to, on or after the Succession Date; (ii) the correction of any physical conditions existing on the Succession Date which are in violation of the Lease (including any failure to perform Landlord Repairs), even if such physical condition(s) arose out of an act or omission prior to the Succession Date, and repairs to the Premises or the Building as a result of fire or other casualty or a partial condemnation pursuant to the terms of Article 9 and 11 of the Lease which remain to be completed (and/or commenced) as of the Succession Date even if the events or circumstances giving rise to the need for such repairs occurred prior to the Commencement Date; and (iii) all events, acts and omissions that occur on or after the Succession Date; or

(b) Bound by any amendment or modification of the Lease (or other agreement with Landlord) which (i) grants any material concession with respect to the Lease, or (ii) reduces the Rent payable thereunder, or (iii) grants Tenant any right to cancel, terminate, surrender or extend the Lease, or (iv) cancels, terminates, accepts a surrender of or extends the Lease, unless Lender shall have consented to such amendment

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or modification (or agreement) or such amendment or modification (or agreement) is provided for in the Lease (such as, by way of example and not limitation, a supplement memorializing the exercise by Tenant of any of its extension, expansion or contraction rights under Article 34 of the Lease) or Lender's consent is not required to such amendment or modification (or agreement) pursuant to the Loan Documents; or

(c) Bound by any prepayment of Rent; or

(d) Except as provided below in this Section 9, bound by (i) any offset rights of Tenant arising prior to the Succession Date, or (ii) any defenses of Tenant that would permit Tenant not to comply with its duties and obligations under the Lease arising from and after the Succession Date by reason of events that occurred prior to the Succession Date;

provided, however, that, notwithstanding the foregoing, but subject to Sections 4 and 5 above, (A) Tenant's right to any Rent abatement, Rent offset, Rent setoff, and/or Rent credit expressly provided for in the Lease and/or the Workletter (including, without limitation, Articles 2, 3, 9, 11, 23(B), and 23(C) of the Lease, or Section 9 of the Workletter, but excluding Section 23(A) of the Lease), whenever accruing, shall be binding upon the Successor, regardless of whether the acts or omissions giving rise thereto occurred before or after the Succession Date or were the acts or omissions of the Successor or any prior landlord under the Lease, and (B) the Successor shall be obligated to credit Tenant for any overpayment by Tenant of Operating Expenses or Taxes for any prior period, to the extent the "landlord" is responsible for doing so under the Lease.

10. Tenant hereby acknowledges that the Landlord has assigned the Lease to Lender as security for the Loan, and Tenant covenants and agrees for the benefit and reliance of Lender that, notwithstanding anything to the contrary contained in the Lease, after the date hereof, Tenant will not, without the express written consent of Lender, cancel or terminate the Lease other than (i) pursuant to a right of cancellation or termination expressly set forth in the Lease (including, without limitation, Articles 9, 11 or 23 of the Lease) (but subject, in any event, to the terms and conditions of Sections 4 and 5 above), or (ii) as permitted by Section 5 above (but subject, in any event, to the terms and conditions of Sections 4 and 5 above).

11. Lender hereby consents to the execution, delivery and performance by Landlord of the Lease. Tenant acknowledges Landlord's execution and delivery of the Mortgage and agrees that nothing in Section 24(A) of the Lease shall limit the transfer of the property subject to the Mortgage to the Lender (by way of foreclosure, deed in lieu thereof, or otherwise) or transfer thereafter by Lender or any direct or indirect transferee thereof.

12. Notwithstanding anything to the contrary in this Agreement or the Lease, neither Lender nor any Successor shall have any liability under the Lease unless and until it succeeds to Landlord's interest pursuant to Section 3 hereof, in which case Lender's or such Successor's liability as landlord shall be limited pursuant to the terms of Paragraph 24(B) of the Lease.

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13. Any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be in writing, addressed as follows, and shall be deemed to have been properly given if: (a) mailed by first class United States Postal Service registered or certified mail, postage prepaid, with return receipt requested, (b) delivered in person to the intended addressee, (c) tendered for next Business Day delivery to a nationally recognized overnight courier service, in each case, addressed as follows:

If to Tenant:

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, Illinois 60610
Attn: Executive Director

with copies to:

the same address. Attn: Director of Administration – Chicago

If to Lender:

Metropolitan Life Insurance Company
200 Park Avenue, 12th Floor
New York, New York 10166
Attn: Senior Vice President
Real Estate Investments

with a copy to:

Metropolitan Life Insurance Company
125 S. Wacker Drive, Suite 1100
Chicago, Illinois 60606
Attn: Assistant Vice President,
Mortgage Portfolio Services

If to Landlord:

KBSII 300 North LaSalle, LLC
c/o KBS Capital Advisors LLC
620 Newport Center Drive, Suite 1300
Newport Beach, California 92660
Attn: Mark Brecheen

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or at such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. Notices shall be considered given upon the earlier to occur of: (i) actual receipt or the date delivery is refused or (ii) the third (3rd) Business Day following the date of such mailing (or as of any earlier delivery dated evidenced by a receipt the U.S. Postal Service) or (iii) one (1) Business Day after tender deposit for next business day delivery to a nationally recognized overnight courier service. In the event that the Tenant hereunder shall at any time consist of more than one (1) person or entity, then any notice sent by any of the persons or entities so comprising the Tenant shall be binding on the Tenant hereunder and all of the persons or entities so comprising the Tenant (and, in the event of conflicting notices from the persons or entities comprising the Tenant, Landlord and Lender shall be permitted to rely on the first notice received by Landlord or Lender (as applicable) from any person or entity comprising the Tenant with respect to the subject matter of such conflict). In the event that the Landlord hereunder shall at any time consist of more than one (1) person or entity, then any notice sent by any of the persons or entities so comprising the Landlord shall be binding on the Landlord hereunder and all of the persons or entities so comprising the Landlord (and, in the event of conflicting notices from the persons or entities comprising the Landlord, Tenant and Lender shall be permitted to rely on the first notice received by Tenant or Lender (as applicable) from any person or entity comprising the Landlord with respect to the subject matter of such conflict). In the event that the Lender hereunder shall at any time consist of more than one (1) person or entity, then any notice sent by any of the persons or entities so comprising the Lender shall be binding on the Lender hereunder and all of the persons or entities so comprising the Lender (and, in the event of conflicting notices from the persons or entities comprising the Lender, Landlord and Tenant shall be permitted to rely on the first notice received by Landlord or Tenant (as applicable) from any person or entity comprising the Lender with respect to the subject matter of such conflict).

14. This Agreement contains the entire agreement between or among the parties hereto with respect to the subject matter hereof. No variations, modifications or changes herein or hereof shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party.

15. This instrument may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties hereto had signed the same document. All of such counterparts shall be construed together and shall constitute one instrument, but in making proof, it shall only be necessary to produce one such counterpart.

16. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The words, "Lender," "Landlord" and "Tenant" shall include their heirs, executors, administrators, beneficiaries, successors and assigns.

17. Upon the occurrence of a default under any of the Loan Documents, Lender shall be entitled, upon written notice to Tenant, to all Rent and other amounts then due under the Lease and thereafter accruing, and this Section 17 shall constitute a direction by

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Landlord to and full authority to Tenant to pay all such amounts to Lender without proof of the default relied upon, and Landlord hereby expressly waives all claims against Tenant for complying with the terms of this Section 17. Tenant is hereby irrevocably authorized by Landlord to rely upon and comply with (and shall be fully protected in so doing) any notice or demand by Lender for the payment to Lender of any Rent or other sums which may be or thereafter become due under the Lease or for the performance of Tenant's undertakings under the Lease and shall have no right or duty to inquire as to whether any default under the Mortgage or any other Loan Documents has actually occurred or is then existing. Prior to the receipt of any such notice or demand from Lender (or after the withdrawal of any such notice or demand from Lender), Tenant shall be authorized to pay all Rent and other sums under the Lease to or as directed by Landlord and Tenant shall be fully protected in doing so, regardless of the application thereof by Landlord. Nothing in this Section 17 is intended, as between Lender and Landlord, to modify any of the terms and provisions set forth in the Note, the Mortgage or any other Loan Document.

18. The terms of Paragraph 24(B) of the Lease are hereby incorporated herein solely for the benefit of Landlord and the terms of Article 40 of the Lease are hereby incorporated herein solely for the benefit of Tenant.

19. Tenant and Lender hereby represent, warrant and covenant to each other, either that (i) it is regulated by the SEC, FINRA or the Federal Reserve (a "Regulated Entity"), or is a wholly-owned subsidiary or affiliate of a Regulated Entity or (ii) neither it nor any person or entity that directly or indirectly (a) controls it or (b) has an ownership interest in it of twenty-five percent (25%) or more, appears on the list of Specially Designated Nationals and Blocked Persons ("OFAC List") published by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

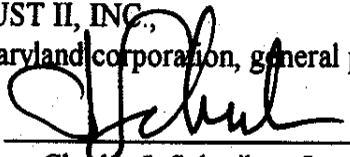
KBSII 300 NORTH LASALLE, LLC,
a Delaware limited liability company

By: **KBSII REIT ACQUISITION XIV, LLC,**
a Delaware limited liability company, its sole member

By: **KBS REIT PROPERTIES II, LLC,**
a Delaware limited liability company, its sole member

By: **KBS LIMITED PARTNERSHIP II,**
a Delaware limited partnership, its sole member

By: **KBS REAL ESTATE INVESTMENT TRUST II, INC.,**
a Maryland corporation, general partner

By: 
Name: Charles J. Schreiber, Jr.
Title: Chief Executive Officer

TENANT:

KIRKLAND & ELLIS LLP, an Illinois limited liability partnership

By: _____
Name: _____
Title: _____

LENDER:

METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation

By: _____
Name: _____
Title: _____

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

KBSII 300 NORTH LASALLE, LLC,
a Delaware limited liability company

By: **KBSII REIT ACQUISITION XIV, LLC,**
a Delaware limited liability company, its sole member

By: **KBS REIT PROPERTIES II, LLC,**
a Delaware limited liability company, its sole member

By: **KBS LIMITED PARTNERSHIP II,**
a Delaware limited partnership, its sole member

By: **KBS REAL ESTATE INVESTMENT TRUST II, INC.,**
a Maryland corporation, general partner

By: _____
Name: Charles J. Schreiber, Jr.
Title: Chief Executive Officer

TENANT:

KIRKLAND & ELLIS LLP, an Illinois limited liability partnership

By: *Stephen G. Taulinson, P.C., a Partner*
By: *Stephen G. Taulinson*
Name: *Stephen G. Taulinson*
Title: *President*

LENDER:

METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation

By: _____
Name: _____
Title: _____

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

KBSII 300 NORTH LASALLE, LLC,
a Delaware limited liability company

By: **KBSII REIT ACQUISITION XIV, LLC,**
a Delaware limited liability company, its sole member

By: **KBS REIT PROPERTIES II, LLC,**
a Delaware limited liability company, its sole member

By: **KBS LIMITED PARTNERSHIP II,**
a Delaware limited partnership, its sole member

By: **KBS REAL ESTATE INVESTMENT TRUST II, INC.,**
a Maryland corporation, general partner

By: _____
Name: Charles J. Schreiber, Jr.
Title: Chief Executive Officer

TENANT:

KIRKLAND & ELLIS LLP, an Illinois limited liability partnership

By: _____
Name: _____
Title: _____

LENDER:

METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation

By: Elizabeth S. Clark
Name: Elizabeth S. Clark
Title: Director

JK
DN

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STATE OF CALIFORNIA)
) ss
COUNTY OF Orange)

On July 22, 2010 before me, BETH P. ARATA personally appeared Charles J. Schreiber, Jr. who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and seal.

Beth P. Arata
Signature

Printed Name: BETH P. ARATA



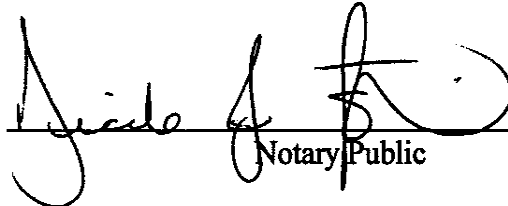
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STATE OF New York)
)SS.
COUNTY OF New York)

On the 28th day of July, 2010, before me, a notary public, the undersigned officer, personally appeared Stephen G. Tomlinson, who acknowledged himself to be, the President of Stephen G. Tomlinson, P.C a Partner of KIRKLAND & ELLIS LLP, an Illinois limited liability partnership, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of such partnership by him as such President of are of its Partners and desired that such instrument be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year aforesaid.



Notary Public

My Commission Expires:

NICOLE J. STEVINSON
NOTARY PUBLIC, State of New York
No. 015T0163067
Qualified in Westchester County
Commission Expires April 9, 2011

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STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

On the 29 day of July, 2010, before me, a notary public, the undersigned officer, personally appeared Elizabeth S. Clark, who acknowledged himself/herself to be the Director of METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation, and that he/she as such Director, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of the company by him/herself as such Director and desired that such instrument be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year aforesaid.

Theresa Ascaridis
Notary Public

My Commission Expires:



UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION****PARCEL 1:**

LOT 1, (EXCEPT THE EAST 20 FEET THEREOF CONVEYED TO THE CITY OF CHICAGO FOR THE WIDENING OF NORTH LASALLE STREET); ALL OF LOT 2, AND THE EAST 79 FEET 1-1/2 INCHES OF LOT 3 (EXCEPT THE NORTH 11.00 FEET OF SAID LOTS) IN BLOCK 4 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PIECE OR PARCEL OF LAND, LYING SOUTH OF AND ADJACENT TO LOTS 1, 2, AND THE EAST 79 FEET 1-1/2 INCHES OF LOT 3, AS SAID LOTS ARE SHOWN ON THE PLAT OF THE ORIGINAL TOWN OF CHICAGO, RECORDED MAY 29, 1837, IN BOOK "H" OF PLATS, PAGE 298; AND SOUTH OF THE NORTH LINE OF OLD NORTH WATER STREET, AS LOCATED ON SAID PLAT, WEST OF THE WEST LINE OF THE EAST 20 FEET OF LOT 1 EXTENDED SOUTH, TO THE NORTH DOCK LINE OF THE CHICAGO RIVER, SAID LINE BEING THE WEST LINE OF NORTH LASALLE STREET, AS WIDENED, EAST OF A LINE DRAWN 79 FEET 1-1/2 INCHES, WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 3, EXTENDED AND NORTH OF THE DOCK LINE ON THE NORTH SIDE OF THE CHICAGO RIVER IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY LYING ABOVE A HORIZONTAL PLANE 22.6 FEET ABOVE CHICAGO CITY DATUM AND DESCRIBED AS FOLLOWS:

(A) THE NORTH 11 FEET OF THE FOLLOWING LAND:

LOT 1 (EXCEPT THE EAST 20 FEET THEREOF), ALL OF LOT 2, AND THE EAST 79 FEET 1-1/2 INCHES OF LOT 3 IN BLOCK 4 IN ORIGINAL TOWN OF CHICAGO

AND

(B) THAT PART OF THE ORIGINAL 18-FOOT PUBLIC ALLEY (NOW FALLING IN THE CENTER OF CARROLL AVENUE), AS SHOWN ON THE PLAT OF THE ORIGINAL TOWN OF CHICAGO, WHICH LIES NORTH OF AND ADJOINING SAID LOTS.