Prepared By and After Recordation Return To:

Greene Radovsky Maloney Share & Hennigh LLP Four Embarcadero Center, Suite 4000 San Francisco, CA 94111 Attn: Davia M. Love



Doc#: 1029122066 Fee: \$64.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds

Date: 10/18/2010 10:59 AM Pg: 1 of 15

## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is by and between THE ROYAL BANK OF SCOTLAND, plc, with a mailing address at 600 Washington Boulevard, Stamford, Connecticut 06901 ("Lender") and ARCADIA GROUP (USA) LIMITED, a company registered in England and authorized to do business in Illinois, with its principal place of business at Colegrave House, 70 Berners Street, London, England W1T 3NL ("Tenant"), and GROSVENOR INTERNATIONAL (AMERICAN FREEHOLDS) LIMITED, a Newarda corporation, and BBCAF-VRC, LLC, a Delaware limited liability company ("Borrower").

#### RECITALS.

- A. Lender has made a loan (together with all advances and increases, the "Loan") to Borrower. The Loan is secured by the Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated as of December 22, 2005 and recorded December 23, 2005 as Document # 0535710074 in the official records of the Cook County Recorder of Deeds (together with all advances, increases, amendments or consolidations, the "Mortgage") and the Assignment of Rents and Leases dated as of December 22, 2005 and recorded December 23, 2005 as Document # 0535710075 in such official records (together with all amendments, the "Assignment"), assigning to Lender the Lease and all rent, additional rent and other sums payable by Tenant under the Lease ("Rent"). The Mortgage encumbers the real property, improvements and fixtures located at 830 North Michigan Avenue, in the City of Chicago, County of Cook, State of Illinois (the "Property").
- B. Borrower, as landlord, and Tenant have entered into a lease dated September 15, 2010 (the "Lease") pursuant to which Landlord leased to Tenant and Tenant leased from Landlord certain premises on the basement, first, second and third floors of the building at the Property ("Premises").

IN CONSIDERATION of the mutual agreements contained in this Agreement, Lender and Tenant agree as follows:

- 1. The Lease and all of Tenant's rights under the Lease are and will remain subject and subordinate to the lien of the Mortgage and the Assignment and all of Lender's rights under the Mortgage and the Assignment and Tenant will not subordinate the Lease to any other lien against the Property without Lender's prior consent.
- 2. This Agreement constitutes notice to Tenant of the Mortgage and the Assignment and, upon receipt of notice from Lender, Tenant will pay the Rent as and when due under the Lease to Lender and the payments will be credited against the Rent due under the Lease. Landlord waives all claims against Tenant related to Tenant's compliance with the section.
- 3. Tenant and Lender agree that if Lender exercises its remedies under the Mortgage or the Assignment and if Tenant is not then in default under this Agreement past any applicable notice and cure periods, and if Tenant is not then in default beyond any applicable grace and cure periods under the Lease:
- (a) Lender will not name Tenant as a party to any judicial or non-judicial foreclosure or other proceeding to enforce the Mortgage unless joinder is required under applicable law but in such case Londer will not seek affirmative relief against Tenant, the Lease will not be terminated and Tenant's possession of the Premises will not be disturbed;
- (b) If Lender or any other entity (a "Successor Landlord") acquires the Property through foreclosure, by other proceeding to enforce the Mortgage or by deed-in-lieu of foreclosure (a "Foreclosure"), Tenant's possession of the Premises will not thereby be disturbed and the Lease will continue in full force and effect between Successor Landlord and Tenant in accordance with the terms of the Lease; and
- (c) If, notwithstanding the foregoing, the Lease is terminated as a result of a Foreclosure, a lease between Successor Landlord and Tenant will be deemed created, with no further instrument required, on the same terms as the Lease except that the term of the replacement lease will be the then unexpired term of the Lease. Successor Landlord and Tenant will execute a replacement lease at the request of either.
- 4. Upon Foreclosure, Tenant will recognize and attorn to Successor Land ord as the landlord under the Lease for the balance of the term. Tenant's attornment will be self-operative with no further instrument required to effectuate the attornment except that at Successor Landlord's request, Tenant will execute instruments reasonably satisfactory to Successor Landlord confirming the attornment.

#### 5. Successor Landlord will not be:

- (a) liable for any act or omission of Landlord (except to the extent such act or omission continues beyond the date when such successor landlord succeeds to Landlord's interest and Tenant gives notice of such act or omission);
- (b) subject to any defense, claim, counterclaim, set-off or offsets which Tenant may have against Landlord, except to the extent the circumstances (such as failure to repair and maintain, but not failure to pay) giving rise to such defense, claim, counterclaim or offset continue beyond the date when successor landlord succeeds to Landlord's interest;

(c) bound by any prepayment of more than one (1) month's rent to any prior landlord;

- (d)bound by any obligation to make any payment to Tenant which was required to be made prior to the time such Successor Landlord succeeded to Landlord's interest, other than the Allowance or any reconciliation of Taxes or Common Area Costs that first became due and payable after Foreclosure:
- (e) bound by any obligation to perform any work or to make improvements to the Premises except for repairs and maintenance required to be made by Landlord under the Lease, and repairs to the Premises as a result of damage by fire or other casualty or a partial condemnation purguant to the provisions of the Lease;
- (f) bour i by any modification or amendment that materially increases Landlord's obligations or materially decreases Tenant's obligations under the Lease, or any renewal of the Lease (other than pursuant to exercise of the extension Options set forth in the Lease) made without such Successor Landlord's consent;
- (g)liable for the repayment of any security deposit or surrender of any letter of credit, unless and until such security deposit actually is paid or such letter of credit is actually delivered to such Successor Landlord; or
- (h)liable for the payment of any unfunded tenant improvement allowance, refurbishment allowance or similar obligation (other than the Allowance set forth in the Lease).
- 6. In the event Landlord shall fail to perform or coverve any of the terms, conditions or agreements in the Lease, Tenant shall give written notice the cof to Lender and Lender shall have the right (but not the obligation) to cure such failure. Tena at shall not take any action with respect to such failure under the Lease, including, without limitation, any action in order to terminate, rescind or avoid the Lease or to withhold any rent thereunder, for a period of thirty (30) days after receipt of such written notice by Lender; provided, however, that in the case of any default which cannot with diligence be cured within said 30-day period, if Lender shall proceed promptly to cure such failure and thereafter prosecute the curing of such failure with diligence and continuity, the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of such failure with diligence and continuity. Notwithstanding any provision hereof, the Lender's cure period shall in no event exceed 60 days after the expiration of the cure period, if any, provided to the Landlord under the Lease (if no cure period is provided to Landlord under the lease, the Lender's cure period shall be 60 days) unless the subject default cannot with diligence be cured within said 60-day period, provided Lender shall proceed promptly to cure such failure and thereafter prosecute the curing of such failure with diligence and continuity, in which case the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of such failure with diligence and continuity.
- 7. Tenant shall not, without obtaining the prior written consent of Lender, (a) enter into any agreement amending or modifying the Lease in a manner that materially increases Landlord's obligations or materially decreases Tenant's obligations under the Lease, or

terminating the Lease (except as expressly provided in Section 2(r) of the Lease), (b) prepay any of the rents, additional rents or other sums due under the Lease for more than one (1) month in advance of the due dates thereof, (c) voluntarily surrender the Premises or terminate the Lease without cause or shorten the term thereof, except as otherwise provided in the Lease, or (d) assign the Lease or sublet the premises demised under the Lease or any part thereof other than pursuant to the provisions of the Lease; and any such amendment, modification, termination, prepayment, voluntary surrender, assignment or subletting, without Lender's prior consent, shall not be binding upon Lender.

- 8. All notices, requests or consent required or permitted to be given under this Agreement must be in writing and sent by certified mail, return receipt requested or by nationally recognized overnight delivery service providing evidence of the date of delivery, with all charges prepaid, addressed to the appropriate party at the address set forth above.
- 9. Any claim by Tonant against Successor Landlord under the Lease or this Agreement will be satisfied solely out of Successor Landlord's interest in the Property and any rents, income, equity and proceeds therefrom, and Tenant will not seek recovery against or out of any other assets of Successor Landlord. Successor Landlord will have no liability or responsibility for any obligations under the Lease that arise subsequent to any transfer of the Property by Successor Landlord.
- 10. This Agreement is governed by and will be construed in accordance with the laws of the state or commonwealth in which the Property is located.
- 11. Lender and Tenant waive trial by jury in any proceeding brought by, or counterclaim asserted by, Lender or Tenant relating to this Agreement.
- 12. If there is a conflict between the terms of the Lease and this Agreement, the terms of this Agreement will prevail as between Successor Landlord and Tenani.
- 13. This Agreement binds and inures to the benefit of Lender and Tenant and their respective successors, assigns, heirs, administrators, executors, agents and representatives.
- 14. This Agreement contains the entire agreement between Lender and Tenant with respect to the subject matter of this Agreement, may be executed in counterparts that rogether constitute a single document and may be amended only by a writing signed by Lender and Tenant.
- 15. This Agreement is not effective unless and until a fully executed copy is delivered to Tenant.
- 16. Terms delineated with an initial capital letter but not defined herein shall have the definitions set forth in the Lease.

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# **UNOFFICIAL COP**

IN WITNESS WHEREOF, Tenant has executed this Agreement as of the date first above

#### TENANT:

Property of Cook County Clerk's Office ARCADIA GROUP (USA) LIMITED, a company registered in England and authorized

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# John Vennor Motaries FICE AL COPY S Aldwych London WC2B 4JF United Kingdom

**Translators** 

William B Kennair LL.B. • Jessica M Reeve M.A. • Jonathan P Coutts M.A., MCIL Agnes Corless (Associate)

Agnes Coness (Associate) General Notaries: Mª Victoria Gonzalez Lic. en Der. • Maria J. Berioli LL.B. \_\_\_\_ Telephone:

020 7395 4300

Fax: 020 7395 4310

e-mail: notary@johnvenn.co.uk

http://www.johnvenn.co.uk

I, WILLIAM BRIGNALL KENNAIR, a duly admitted Notary Public, having jurisdiction throughout England and Wales and practising in London, England, hereby certify:

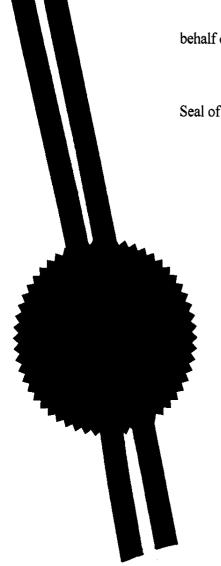
- 1. THAT the Agreement annexed hereto was signed for and on behalf of ARCADIA GROUP (USA) LIMITED by MARY JULIA MARGARET GERAGHTY and PAUL EVERARD BUDGE, Directors of the said Company;
- 2. THAT the said Company is duly incorporated and existing under English Law, having its Registered Office at Colegrave House, 70 Berners Street, London W1T 3NL, England;
- 3. AND THAT the said Agreement, being so signed, is duly executed on behalf of and binding on the said Company.

IN WITNESS whereof I have issued this Certificate under my signature and Seal of Office at London, aforesaid, the eighth day of October Two thousand and ten.

My commission is for life







IN WITNESS WHEREOF, the Landlord has executed this Agreement as of the date first above written.

#### BORROWER:

GROSVENOR INTERNATIONAL (AMERICAN FREEHOLDS) LIMITED, a Nevada corporation

By: Name:

Sharon Sterling

Title:

Senior Vice President

By:

Stoppent Ox Coop

Name: Title:

Thomas D. Ohlson

Senior Vice President

BBCAF-VRC, LLC, a Delaware limited liability company

Ву:

Graham Malon

Title: Munager

By: Name:

Royald Operity

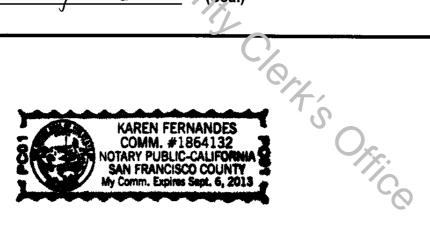
Title: Manager

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## **UNOFFICIAL COPY**

# ACKNOWLEDGMENT

State of California County of San Francisco)
on <u>September 15, 2010</u> before me, <u>Karen Fernandes</u> , Wotay Public (insert name and title of the officer)
personally appeared Shoron Ohn Sterling
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 CF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature Kon July (Seal)



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### **UNOFFICIAL COPY**

ACKNOWLEDGMENT

# State of California County of San Francisco On September 15, 2010 before me, Karen Femanules, Unday Augustion (insert name and title of the officer) personally appeared Thomas David Olson 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

WITNESS my hand and official seal.

paragraph is true and correct.

Signature Low full (Sea



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## **UNOFFICIAL COPY**

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California	1		
County of San Francisco			
On 9/15/10 before me, Judy	A. Wilson Notary Public. Here insert Name and Title of the Officer		
personally appeared <u>Graham Ma</u>	Here insert Name/and Title of the Officer		
personally appeared Oranam Ma	Name(s) of Signer(s)		
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.  WI TNESS my hand and official seal.  Signature of Notary Public  Signature of Notary Public			
i,	ONAL -6		
Though the information below is not required by law, it is and could prevent fraudulent removal and rea	may prove valuable to persons relying on the document attachment of this form to another document.		
Description of Attached Document			
Title or Type of Document: SNDA	74,		
Document Date: 9/15/10 Number of Payes:			
Signer(s) Other Than Named Above:			
Capacity(ies) Claimed by Signer(s)			
Signer's Name:	Signer's-Name:		
□ Individual	Individual		
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):		
☐ Partner — ☐ Limited ☐ General			
☐ Attorney in Fact ☐ OF SIGNER ☐ Top of thumb here	☐ Attorney in Fact ☐ OF SIGNER Top of thumb here		
☐ Irustee			
☐ Guardian or Conservator	☐ Guardian or Conservator		
Other:	☐ Other:		
Signer Is Representing:	Signer Is Representing:		

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## **UNOFFICIAL COPY**

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California	l	
County of San Francisco	ſ	
On 9/15/10 before me, Jd	A. Wilson Notary Public.	
personally appeared Ronald Ga	Q P. L	
	Mame(s) of Signer(s)	
JUDY A. WILSON COMM #1806367	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.	
NOTARY PUBLIC-CALIFURNIA S SAN FRANCISCO COUNTY My Comm. Expires Aug. 5, 2012	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 official seal.	
Place Notary Seal Above	Signature of Notary Public	
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this furm to conther document.		
Description of Attached Document		
Title or Type of Document: 5NDA	4,	
Document Date: 9/15/10	Number of Pages:	
Signer(s) Other Than Named Above:		
Capacity(ies) Claimed by Signer(s)		
Signer's Name:	Signer's Name:	
☐ Individual	☐ Individual	
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):	
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General	
Attorney in Fact OF SIGNER	Attorney in Fact  OF SIGNER	
☐ Trustee	☐ Irustee	
☐ Guardian or Conservator	☐ Guardian or Conservator	
☐ Other:	☐ Other:	
Signer Is Representing:	Signer Is Representing:	

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# **UNOFFICIAL COPY**

IN WITNESS WHEREOF, Lender has executed this Agreement as of the date first above written.

LENDER:

THE ROYAL BANK OF SCOTLAND plc

Property of Cook County Clark's Office By: RBS Securities Inc., its agent

46448/1104 9/16/10/DML/384002.2

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Connections, Fairfield)	ss: Stamford
TUICHELL )	

I, a Notary Public in and for the aforesaid jurisdiction, do hereby certify that

Druce Ecococ, who is personally well known to me as, or satisfactorily proved to be, the person named as Managing Drucks—of Royal Bank of Scotland, plc in the foregoing Non-Disturbance, Attornment, Estoppel and Subordination Agreement bearing date as of September 17, 2006, personally appeared before me in the said jurisdiction, and acknowledged the same whether act and deed of The Royal Bank of Scotland plc, and delivered the same as such.

GIVEN under ray hand and official seal this seal this seal this

Notary Public

My Commission Expires:

Melissa Ar.n Conners

Notary Puol c

My Commission Expir s Oct. 31, 2010

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## **UNOFFICIAL COPY**

#### Exhibit A

#### Legal Description

#### PARCEL 1:

THAT PART OF LOTS 1 AND 2, TAKEN AS A TRACT, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 1; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, ALONG THE SOUTH LINE OF LOTS 1 AND 2, A DISTANCE OF 186.19 FEET; THENCE NORTH 0 DEGREES, 02 MINUTES, 05 SECONDS WEST 107.26 FEET TO THE NORTH LINE OF LOT 2; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, ALONG THE NORTH LINE OF LOTS 1 AND 2, A DISTANCE OF 186.65 FEET TO THE NORTHEAST CORNER OF LOT 1; THENCE SOUTH C DEGREES, 12 MINUTES, 49 SECONDS WEST, ALONG THE EAST LINE OF LOT 1, A DISTANCE OF 102.26 FEET TO THE SOUTHEAST CORNER OF SAID LOT BEING THE POINT OF BEGINNING OF THE HEREINABOVE DESCRIBED TRACT, ALL IN FERRY'S SUBDIVISION OF PART OF BLOCK 20 IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN EASEMENT AGREEMENT DATED NOVEMBER 19, 1399 AND RECORDED NOVEMBER 26, 1993 AS DOCUMENT 93965528, MADE BY AND BETWEEN LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1993 AND KNOWN AS TRUST NUMBERS 118065 AND 118066 (COLLECTIVELY, THE "CHESTNUT TRUSTEE) AND AMERICAN FREEHOLDS, A NEVEDA GENERAL PARTNERSHIP ("AMERICAN FREEHOLDS") GRANTING A NON-EXCLUSIVE EASEMENT IN FAVOR OF AMERICAN FREEHOLDS AND TO THE OWNERS AND TELEMENTS, SUBTENANTS, LICENSEES, CONCESSIONAIRES, SUPPLIERS, AGENTS, EMPLOYEES AND INVITEES THE EASEMENT AREA LOCATED UPON THE CHESTNUT PROPERTY FOR THE PURPOSE OF INGRESS AND EGRESS, DELIVERIES, LOADING AND UNLOADING, TRASH REMOVAL, TEMPORARY PARKING OF DELIVERY AND SERVICE TRUCKS AND VEHICLES, AND PROVIDING ACCESS TO AND FROM THE SERVICEWAYS, CORRIDORS AND FREIGHT ELEVATORS LOCATED UP THE AMERICAN PROPERTY, (SUCH EASEMENT AREA, AND ALL REPLACEMENT AREAS THEREOF, BEING HEREINAFTER COLLECTIVELY CALLED THE "LOADING DOCK").

#### PARCEL 3:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN EASEMENT AGREEMENT DATED NOVEMBER 19, 1993 AND RECORDED NOVEMBER 26, 1993 AS DOJUNENT 93965531, MADE BY AND BETWEEN LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1993 AND KNOWN AS TRUST NUMBERS 118065 AND 18066 (COLLECTIVELY, THE "CHESTNUT TRUSTEE") AND AMERICAN FREEHOLDS, A NEVEDA GENERAL PARTNERSHIP ("AMERICAN FREEHOLDS") GRANTING A NON-EXCLUSIVE EASEMENT IN FAVOR OF AMERICAN FREEHOLDS AND TO THE OWNERS FROM TIME TO TIME OF THE AMERICAN PROPERTY, THEIR RESPECTIVE TENANTS, SUBTENANTS, LICENSEES, CONCESSIONAIRES, SUPPLIERS, AGENTS, EMPLOYEES AND INVITEES, AN EASEMENT AND THE RIGHT AND PRIVILEDGE TO USE THE EASEMENT AREA FOR: (I) PEDESTRIAN INGRESS AND EGRESS TO AND FROM THE FIFTH FLOOR OF THE RETAIL BUILDING, AND (II) THE CONSTRUCTION, MAINTENANCE, REPAIR AND REPLACEMENT OF THE ABOVE DESCRIBED ENTRANCE AND DOORS (SUCH ENTRANCE IMPROVEMENTS

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AND DOORS, AND ALL REPLACEMENTS THEREOF, BEING HEREAFTER COLLECTIVELY CALLED THE "PEDESTRIAN ENTRANCE IMPROVEMENTS")

#### PARCEL 4:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN EASEMENT AGREEMENT DATED NOVEMBER 19, 1993 AND RECORDED NOVEMBER 26, 1993 AS DOCUMENT 93965530, MADE BY AND BETWEEN LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1993 AND KNOWN AS TRUST NUMBERS 118065 AND 118066 (CULLECTIVELY, THE "CHESTNUT TRUSTEE") AND AMERICAN FREEHOLDS, A NEVEDA GENERAL PARTNERSHIP ("AMERICAN FREEHOLDS") IN FAVOR OF AMERICAN FREEHOLDS AND TO THE OWNERS EDOW TIME TO TIME OF THE AMERICAN PROPERTY, A NON-EXCLUSIVE EASEMENT AND THE RIGHT AND PRIVILEGE TO USE THE EASEMENT AREA, IN COMMON WITH THE OWNERS, OCCUPANTS, GENANTS, AND INVITEES OF THE CHESTNUT PROPERTY AND THEIR SUCCESSORS AND ASSIGNS, FOR (i) THE USE OF THE EASEMENT AS A MEANS OF EMERGENCY EGRESS FROM THE AMERICAN PROPERTY AND THE CHESTNUT PROPERTY, TO PEARSON STREET, AND (11) FOR THE CONSTRUCTION, MAINTENANCE, REPAIR AND REPLACEMENT OF THE FIRE WALL AND ALARM EQUIPMENT AND SYSTEMS AS MAY BE REASONABLY LOCATED WITHIN THE EASEMENT AREA (SUCH WALL, DOORS, AND L'GHTING AND ALARM EQUIPMENT AND SYSTEMS, AND ALL REPLACEMENT THEREOF, BEING HEREINAFTER COLLECTIVELY CALLED THE "EMERGENCY CORRIDOR IMPROVEMENTS")

#### PARCEL 5:

EASEMENT APPURTENANT TO AND FOR THE REMEFIT OF PARCEL 1 AS CONTAINED IN EASEMENT AGREEMENT DATED NOVEMBER 19, 1993 AND RECORDED NOVEMBER 26, 1993 AS DOCUMENT 93965529, MADE BY AND BETWEEN LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1993 AND KNOWN AS TRUST NUMBERS 118065 AND 118066 (COLLECTIVELY, THE "CHESTNUT TRUSTEE") AND AMEPICAN FREEHOLDS, A NEVEDA GENERAL PARTNERSHIP ("AMERICAN FREEHOLDS") IN FAVOR OF AMEPICAN FREEHOLDS AND TO THE OWNERS FROM TIME TO TIME OF THE AMERICAN PROPERTY AN EXCLUSIVE EASEMENT AND THE RIGHT AND PRIVILEDGE TO USE THE EASEMENT AREA FOR THE OPERATION, MAINTENANCE, REPAIR, SERVICING, AND REPLACEMENT OF THE FIRE PROTECTION EQUIPMENT AND SYSTEMS, A STAIRWAY AND WATER MAIN SERVING PARCEL 1 LOCATED IN THE EASEMENT AREA WHICH SERVICE THE AMERICAN PROPERTY.

PIN NUMBER: 17-03-225-029-0000

830 North Michigan Avenue, Chicago, IL