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This Instrument was prepared by and when recorded return to:

Cadwalader, Wickersham & Taft LLP
One World Financial Center
New York, New York 10281
Attention: Steven M. Herman, Esq.

Doc#: 1100618012 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 01/08/2011 10:39 AM Pg: 1 of 6



Doc#: 1102444052 Fee: \$62.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 01/24/2011 03:28 PM Pg: 1 of 14

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S
USE ONLY

THIS DOCUMENT IS BEING RE-RECORDED TO
INSERT MISSING PAGES AND CORRECT LEGAL DESCRIPTION

RECOGNITION AGREEMENT

THIS RECOGNITION AGREEMENT (this "**Agreement**") is entered as of the 24th day of December, 2010, by **SUN LIFE ASSURANCE COMPANY OF CANADA (U.S.)**, a Delaware life insurance company (together with its successors and assigns, "**Fee Lender**"), for the benefit of **UBS REAL ESTATE SECURITIES INC.**, a Delaware corporation (together with its successors and assigns, "**Leasehold Lender**").

A. South Riverside Rights LLC, a Delaware limited liability company, as successor-in-interest to BEOF Riverside REO LLC, a Delaware limited liability company ("**Landlord**"), has heretofore leased certain real property described on Exhibit A attached hereto (the "**Leased Premises**") to South Riverside Building LLC, a Delaware limited liability company, as successor-in-interest to BEOF BNK Chicago LLC, a Delaware limited liability company ("**Tenant**"), pursuant to a lease dated April 8, 1980 (such lease, as assigned and amended and described on Exhibit B attached hereto, and as the same may be further amended, modified or restated with the consent of Fee Lender and Leasehold Lender, the "**Lease**").

B. Tenant is desirous of obtaining from Leasehold Lender a loan in the approximate amount of \$120,000,000.00 (the "**Loan**"), secured in part by a Leasehold Mortgage and Security Agreement (the "**Leasehold Mortgage**") upon Tenant's leasehold interest in the Leased Premises.

C. Fee Lender has purchased certain senior secured notes issued by Landlord secured in part by a mortgage on Landlord's fee interest in the Leased Premises and an assignment of Landlord's interest in the Lease pursuant to the Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement dated as of October 25, 2006 from Landlord to Fee Lender (the "**Fee Mortgage**").

D. Leasehold Lender is not willing to advance the Loan to Tenant unless Fee Lender executes and delivers this Agreement to Leasehold Lender, among other things, recognizing Lender.

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NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Estoppel. Fee Lender hereby represents, warrants and agrees that: (a) Fee Lender is the owner and holder of the Tranche A Notes and the Tranche B Notes (collectively, the “Notes”) and Fee Mortgage each as set forth on Exhibit C attached hereto; (b) to Fee Lender’s actual knowledge, there are no uncured defaults by Landlord under such Notes or the Fee Mortgage; (c) all amounts due under the Notes have been paid to October 5, 2010 and BREOF Riverside REO LLC has agreed to pay interest on the Tranche A Notes in connection with the transactions contemplated hereby up to the date hereof; (d) the aggregate outstanding principal amount of the Tranche A Notes is \$11,298,398.99 and the aggregate outstanding principal amount of the Tranche B Notes is \$12,943,604.35 and (e) the maturity date of the Notes is March 31, 2021.
2. Recognition of Leasehold Lender. Fee Lender hereby recognizes that, upon the recording of the Leasehold Mortgage, Leasehold Lender shall be a “Leasehold Mortgagee” as defined in and for all purposes under the Lease and shall be entitled to all of the rights of a Leasehold Mortgagee thereunder.
3. Consent to Amendment. Fee Lender consents to that certain Seventh Amendment to Lease attached hereto as Exhibit D.
4. Casualty Proceeds. Provided that casualty insurance proceeds are deposited in a joint account in the names of Leasehold Lender and Fee Lender in accordance with Section 33(a) of the Lease (as amended by that certain Seventh Amendment to Lease, dated as of the date hereof), Fee Lender shall not exercise its right, pursuant to Section 4.1(a)(i) of the Mortgage, to apply such proceeds to pay down the Notes during the thirty days in which Leasehold Lender has the right to elect to enter into a new lease with Lessor (or if Leasehold Lender elects during such thirty days to enter into a new lease during such thirty days and continuing into the additional five days during which Lender must enter into a new Lease with Lessor) (such period, hereinafter the “New Lease Period”).
5. No Merger. Under no circumstances shall the fee estate of the Landlord and the leasehold estate created by the Lease (or any new lease) merge, even though owned by the same party, without the prior written consent of Leasehold Lender and Fee Lender.
6. Proceedings. In the event of any taking of all or any part of the demised area, the building, or other improvements thereon, or any part thereof, the Leasehold Lender shall have the right to attend and present evidence in any condemnation proceedings and settlement discussions. In the event that any matter is submitted to arbitration under paragraph 51 of the Lease, the Leasehold Lender shall have the right to attend and present evidence in any arbitration proceedings and settlement discussions relating thereto.
7. Survival of Leasehold Mortgagee Protection. The provisions in paragraphs 32, 33, 40(d), 41, 49 and 59 of the Lease and each other provision of the Lease that expressly provides rights to a Leasehold Mortgagee, shall survive the termination, rejection or

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disaffirmance of the Lease and shall continue in full force and effect thereafter to the same extent as if such provisions were a separate and independent contract made by Lessor, Lessee and Leasehold Lender; provided, however, that such survival shall terminate upon the earlier of (a) the last day of the New Lease Period and (b) the date on which Leasehold Lender enters into a new lease with Lessor.

8. Definitions. The term "Fee Lender" as used herein shall mean and include the present Fee Lender and the successors and assigns of such Fee Lender. The term "Landlord" as used herein shall mean and include the present landlord under the Lease and such landlord's successors in interest under the Lease, but shall not mean or include Fee Lender (unless and until it becomes the "Landlord" of the Leased Premises upon foreclosure or otherwise and for such time only that it actually owns the Leased Premises). The term "Leasehold Lender" as used herein shall mean and include the present holder of the Leasehold Mortgage and such mortgagee's successors in interest under the Leasehold Mortgage and the loan documents relating thereto. The term "Tenant" as used herein shall mean and include the present tenant under the Lease and such tenant's successors and assigns as tenant under the Lease.

7. No Oral Modifications. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto.

8. Governing Law. This Agreement shall be construed in accordance with and governed by the State of Illinois.

9. Inapplicable Provision. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision.

10. Duplicate Originals; Counterparts. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

11. Survival. Claims arising under this Agreement prior to the termination of the Lease shall survive any termination of the Lease, whether by operation of law or otherwise.

12. Successors and Assigns/Third Party Beneficiary. Each of the provisions of this Agreement shall inure to the benefit of and bind each of Fee Lender, Landlord, Leasehold Lender and their respective successors and assigns (including, without limitation, any trustee in a securitization of the Loan and any purchaser of the Leased Premises at a foreclosure sale or by deed-in-lieu thereof). The provisions of this Agreement are for the benefit of Leasehold Lender and may be relied upon and shall be enforceable by Leasehold Lender as if Leasehold Lender was a party to this Agreement.

[NO FURTHER TEXT ON THIS PAGE]

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

FEE LENDER:

SUN LIFE ASSURANCE COMPANY OF CANADA (U.S.),
a Delaware life insurance company

By: Arthur Baril
Name: Arthur Baril
Title: Senior Director

By: Ann C. King
Name: Ann C. King
Title: Assistant Vice President and Senior Counsel

LANDLORD:

SOUTH RIVERSIDE RIGHTS LLC,,
a Delaware limited liability company

By: _____
Name:
Title:

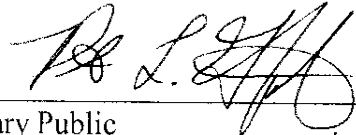
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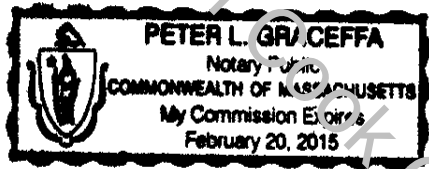
ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)
) ss:
 COUNTY OF NORFOLK)

On this 27th day of December, 2010, before me, the undersigned notary public, personally appeared Arthur Baril and Ann C. King, the Senior Director and Assistant Vice President and Senior Counsel, respectively, of Sun Life Assurance Company of Canada (U.S.), a Delaware corporation, proved to me through satisfactory evidence of identification, which evidence was Personal Knowledge, to be the persons whose names are signed on the preceding or attached document, and each acknowledged to me that he or she signed it voluntarily for its stated purpose.



Notary Public
 My commission expires: 2/20/15



[AFFIX NOTARY SEAL]

STATE OF)
) ss.:
 COUNTY OF)

I, the undersigned, a Notary Public in and for said county in the state aforesaid, do hereby certify that _____, the _____ of South Riverside Rights LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such _____ as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal, this ____ day of _____, 2010.

Notary Public _____

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ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)
) ss:
 COUNTY OF NORFOLK)

On this _____ day of _____, 2010, before me, the undersigned notary public, personally appeared _____ and _____, the _____ and _____, respectively, of Sun Life Assurance Company of Canada (U.S.), a Delaware corporation, proved to me through satisfactory evidence of identification, which evidence was _____, to be the persons whose names are signed on the preceding or attached document, and each acknowledged to me that he or she signed it voluntarily for its stated purpose.

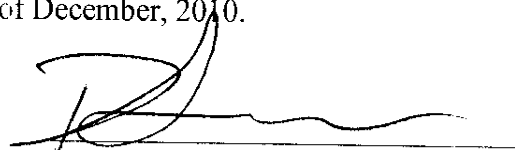
 Notary Public
 My commission expires:

[AFFIX NOTARY SEAL]

STATE OF NEW YORK)
) ss.:
 COUNTY OF NEW YORK)

I, the undersigned, a Notary Public in and for said county in the state of aforesaid, do hereby certify that Joseph Mizrachi, an Authorized Signatory of South Riverside Rights LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such Authorized Signatory as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal, this 24 day of December, 2010.



 Notary Public

PHILLIP SOSNOW
 Notary Public, State of New York
 No. 02SO6203522
 Qualified in Queens County
 Commission Expires April 6, 2013

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EXHIBIT A

PROPERTY DESCRIPTION

Legal Description:

~~PARCEL 1:~~

~~LOT 7 (EXCEPT THE WEST 122.53 FEET THEREOF) IN RAILROAD COMPANIES' RESUBDIVISION OF BLOCKS 62 TO 76, BOTH INCLUSIVE, BLOCK 78, PARTS OF BLOCKS 61 AND 77 AND CERTAIN VACATED STREETS AND ALLEYS IN SCHOOL SECTION ADDITION TO CHICAGO, A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 29, 1924 IN BOOK 188 ON PAGES 11 TO 28, BOTH INCLUSIVE, AS DOCUMENT NUMBER 8339751 (EXCEPTING THEREFROM THAT PART THEREOF LYING BELOW OR BENEATH THE AIR RIGHTS LIMITING PLANE OR ELEVATION SET FORTH IN APPENDIX "B" TO LEASE RECORDED AS DOCUMENT 25607453 AND WHICH IS INDICATED IN SAID APPENDIX "B" TO BE 32 FEET 10 INCHES ABOVE CHICAGO CITY DATUM, AND ALSO EXCEPTING THEREFROM THE BUILDING AND IMPROVEMENTS LOCATED THEREON), IN COOK COUNTY, ILLINOIS.~~

~~PARCEL 2:~~

~~EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AND OPERATING AGREEMENT RECORDED JUNE 1, 2001 AS DOCUMENT 0010466784 MADE BY CHICAGO UNION STATION COMPANY TO CUSCO NO. 1 LLC FOR AIR RIGHTS, INGRESS AND EGRESS, STRUCTURAL SUPPORT, UTILITIES, ENCROACHMENT AND CONSTRUCTION OVER THE PROPERTY DESCRIBED THEREIN.~~

17-16-121-003-6001

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EXHIBIT A LEGAL DESCRIPTION

300 River Plaza
Chicago, Illinois

PARCEL 1:

LOT 7 (EXCEPT THE WEST 122.53 FEET THEREOF) IN RAILROAD COMPANIES' RESUBDIVISION OF BLOCKS 62 TO 76, BOTH INCLUSIVE, BLOCK 78, PARTS OF BLOCKS 67 AND 77 AND CERTAIN VACATED STREETS AND ALLEYS IN SCHOOL SECTION ADDITION TO CHICAGO, A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 29, 1924 IN BOOK 188 ON PAGES 11 TO 28, BOTH INCLUSIVE, AS DOCUMENT NUMBER 8339751 (EXCEPTING THEREFROM THAT PART THEREOF LYING BELOW OR BENEATH THE AIR RIGHTS LIMITING PLANE OR ELEVATION SET FORTH IN APPENDIX "B" TO LEASE RECORDED OCTOBER 2, 1980 AS DOCUMENT 25607453 AND WHICH IS INDICATED IN SAID APPENDIX "B" TO BE 32 FEET 10 INCHES ABOVE CHICAGO CITY DATUM), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL LAND AND SPACES BELOW THE AIR RIGHTS LIMITING PLANE DESCRIBED IN PARCEL 1 ABOVE AS ARE OCCUPIED BY COLUMNS, TRUSSES, HORIZONTAL STRUCTURAL MEMBERS, INCLUDING THE FINISHED MEZZANINE FLOOR, FOUNDATIONS AND OTHER SUPPORTS FOR THE BUILDING CONTEMPLATED BY THE LEASE DESCRIBED IN PARCEL 1 ABOVE AND SMOKE EXHAUST PLENUMS, ELEVATOR PITS, FUEL TANKS, PUMPING STATIONS AND MECHANICAL EQUIPMENT LOCATED BELOW SAID AIR RIGHTS LIMITING PLANE FOR THE PURPOSE OF SAID CONTEMPLATED BUILDING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 ABOVE FOR THE CONSTRUCTION, USE, MAINTENANCE, REPAIR, REPLACEMENT OR RENEWAL FROM TIME TO TIME OF ADEQUATE COLUMNS, TRUSSES, HORIZONTAL STRUCTURAL MEMBERS, INCLUDING THE FINISHED MEZZANINE FLOOR, FOUNDATIONS AND OTHER SUPPORTS FOR THE BUILDING CONTEMPLATED UNDER THE LEASE DESCRIBED IN PARCEL 1 ABOVE AND SMOKE EXHAUST PLENUMS, ELEVATOR PITS, FUEL TANKS, PUMPING STATIONS AND MECHANICAL EQUIPMENT, IN THE LAND AND SPACE BELOW THE AIR RIGHTS LIMITING PLANE DESCRIBED IN PARCEL 1 ABOVE, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

A NON-EXCLUSIVE APPURTENANT EASEMENT IN FAVOR OF PARCELS 1 AND 2 AS CREATED BY DEED OF EASEMENT RECORDED JANUARY 31, 1990 AS DOCUMENT NO. 90047309 AND AS AMENDED BY FIRST AMENDMENT TO DEED OF EASEMENT

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RECORDED OCTOBER 9, 1990 AS DOCUMENT NO. 90491486, MADE BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 17, 1983 AND KNOWN AS TRUST NO. 107292 TO GATEWAY IV JOINT VENTURE AND OTHERS, FOR THE USE OF 1,100 PUBLIC PARKING SPACES IN THE GARAGE, AS DEFINED THEREIN, WITH RIGHTS OF INGRESS AND EGRESS AND AN EASEMENT FOR THE PURPOSE OF CONSTRUCTION OF SUCH REPAIRS OR RESTORATION FOR THE PERIOD REQUIRED TO COMPLETE SUCH REPAIRS OR RESTORATION ON, OVER AND ACROSS THE FOLLOWING DESCRIBED LEGAL DESCRIPTION:

LOTS 5, 6, 7 AND 8 (EXCEPT FROM SAID LOTS THAT PART FALLING IN ALLEY) IN BLOCK 49 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 17-16-121-003-6000; 17-16-121-003-6001

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EXHIBIT B

DESCRIPTION OF LEASE

Lease made by and between Chicago Union Station Company, lessor, and TJC Associates, Inc., lessee, dated April 8, 1980, which lease appears of record as an attachment to an assignment of lease recorded October 2, 1980 as Document 25607453, demising a portion of the land (except the building and improvements to be constructed) for a term of years commencing on June 25, 1980 and expiring on the last day of the calendar month next following the 175th anniversary of the commencement date, which lease was amended by amendment of lease dated December 24, 1980 and recorded February 9, 1981 as document 25767019, together with provisions contained therein, and all rights thereunder of, and all acts done or suffered thereunder by, said lessee or by any party claiming by, through or under said lessee.

Second Amendment to Lease dated April 7, 1988 and recorded May 11, 1988 as Document 88200211.

Third Amendment to Lease dated September 14, 1990 and recorded October 3, 1990 as Document 90483165.

Fourth Amendment to Lease dated December 1, 1994 and recorded January 6, 1995 as Document 95012641.

Fifth Amendment to Lease dated September 28, 1995 and recorded October 3, 1995 as Document 95669327.

Amendment to Lease dated September 27, 2006 and recorded October 13, 2006 as Document 0628618082 made by and between BREF Riverside REO, lessor, and LLC BREF BNK Chicago LLC, lessee.

Seventh Amendment to Lease dated as of the date hereof by and between South Riverside Rights LLC, a Delaware limited liability company, as Lessor and South Riverside Building LLC, a Delaware limited liability company, as Lessee and to be recorded.

Assignment of Lease dated July 1, 1980 and recorded October 2, 1980 as Document 25607453 and revised October 15, 1980 as Document 25623967 by TJC Associates, Inc., an Illinois corporation, to TJC Associates, an Illinois limited partnership.

Assignment of Lease dated October 9, 1980 and recorded October 28, 1980 as Document 25641901 by TJC Associates, an Illinois limited partnership, to Gateway IV Joint Venture, an Illinois general partnership.

Assignment of ground lease dated September 30, 1992 and recorded September 30, 1992 as Document 92723834 from Gateway IV Joint Venture, an Illinois general partnership to Harris Trust and Savings Bank, as trustee under trust agreement dated September 14, 1992 as trust number 95044.

Assignment and Assumption of Air Rights lease made by and between Harris Bank, as trustee under trust agreement dated September 14, 1992 and known as trust number 95044 to American National Bank and Trust Company of Chicago, as trustee under trust agreement dated June 15, 1995 and known as trust number 120500-01 dated September 25, 1995 and recorded October 3, 1995 as Document 95669326.

Assignment of Lessor's interest in lease recorded June 1, 2001 as Document 0010466783 made

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by Chicago Union Station Company to Cusco No. 1 LLC.

Trustee's deed recorded October 6, 2005 as Document 0527935451 made by LaSalle Bank National Association, successor trustee to American National Bank and Trust Company of Chicago, as trustee under trust agreement dated June 15, 1995 and known as trust number 120500-01 to Banc One Building Corporation.

Assignment and Assumption of Air Rights Lease dated March 28, 2006 effective September 15, 2005 and recorded March 31, 2006 as Document 0609015164 made by Chicago Title Land Trust Company, as successor trustee to LaSalle Bank, National Association, as trustee under trust agreement dated June 15, 1995 and known as trust number 120500-01 to Banc One Building Corporation.

Assignment of Lessor's interest in lease by Assignment and Assumption of Lease made by and between CUSCO NO. 1 LLC, an Illinois limited liability company, and BREOF Riverside REO LLC, a Delaware limited liability company, dated May 11, 2006 and recorded May 16, 2006 as Document 0613645178.

Illinois Ground Lease Assignment made by and between JPMorgan Chase Bank, National Association and Banc One Building Corporation, an Illinois corporation, collectively as Assignor, and BREOF BNK Chicago LLC, a Delaware limited liability company, as Assignee, dated September 27, 2006 and recorded October 4, 2006 as Document 0627745077.

Assignment and Assumption of Air Rights Lease by and between BREOF RIVERSIDE REO LLC, a Delaware limited liability company, as Assignor, and South Riverside Rights LLC, a Delaware limited liability company, as Assignee, dated as of the date hereof, and to be recorded.

Quit Claim Deed and Assignment and Assumption of Air Rights Lease by and between BREOF BNK Chicago LLC, a Delaware limited liability company, as Grantor, and South Riverside Building LLC, a Delaware limited liability company, as Grantee dated as of the date hereof, and to be recorded.

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EXHIBIT C

DESCRIPTION OF NOTES AND MORTGAGE

1. Replacement Tranche A Notes, dated December 29, 2010, by Lessor in favor of Sun Life Assurance Company of Canada (U.S.) ("Fee Lender"):
 - a. R-3 Face Principal amount of \$4,100,000 (\$4,099,465.56 outstanding)
 - b. R-4 Face Principal amount of \$7,200,000 (\$7,198,933.43 outstanding)
2. Replacement Tranche B Notes, dated December 29, 2010, by Lessor in favor of Fee Lender:
 - a. R-3 Principal amount of \$5,204,129.59
 - b. R-4 Principal amount of \$7,739,474.76
3. Allonges to Tranche A Notes, dated December 29, 2010, by Lessor
4. Mortgage, Security Agreement, Assignment of Lease and Rents and Fixture Filing Statement dated as of October 25, 2005 made by BREOF Riverside REO LLC, a Delaware limited liability company to Fee Lender, as amended by that certain Omnibus Amendment and Assignment and Assumption Agreement between BREOF Riverside REO LLC, a Delaware limited liability company, South Riverside Rights LLC, a Delaware limited liability company and Sun Life Assurance Company of Canada (U.S.), dated as of the date hereof, and to be recorded.


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EXHIBIT D

AMENDMENT TO LEASE

(See attached)

Property of Cook County Clerk's Office

A large, stylized handwritten signature in black ink is written across the page, overlapping the diagonal watermark text.