ASSIGNMENT OF LEASES

FOR VALUE RECEIVED, the undersigned, MS/JMS VENTURE II, an Illinois limited partnership ("Beneficiary"), and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under a Trust Agreement dated June 2, 1981, and known as Trust No. 51234 ("Trustee") (Trustee and Beneficiary are sometimes collectively referred to herein as the "Assignor"), hereby jointly and severally assign, transfer and set over to CITICORP REAL ESTATE, INC., a Delaware corporation (hereinafter called the "Assignee"), all interest of the undersigned in the leases (and extensions, modifications and renewals thereof) described in the schedule set forth on Exhibit A attached hereto and made a part hereof between Trustee and/or the Beneficiary (or their predecessors) as lessor, and the lessers camed in said schedule and all future leases (all such present and future leases together with all modifications, extensions and renewals thereof are collectively referred to herein as the "Leases"), demising and leasing all or portions of the premises lecally described on Exhibit B attached hereto and made a part hereo; ("Premises") together with all rents payable under the Leases and all benefits and advantages to be derived therefrom to hold and receive them unto the Assignee, and together with all rights against guarantors, if any, of the obligations of the lessees ("Lessees") under the Leases.

- 1. The Assignor does hereby empower the Assignee, its agents or attorneys, to collect, sue for, settle, compromise and give acquittances for all of the rents that may become due under the Leases and avail itself of and pursue all remedies for the enforcement of the Leases and Assignor's rights in and under the Leases as the Assignor might have pursued but for this Assignment of Leases ("Assignment.").
- Trustee represents and Beneficiary represents and warrants that as of the date hereof, the Leases set forth in Exhibit A are in full force and effect; that Pseignor has not heretofore assigned or pledged the same or any interest therein, and to the best knowledge of Trustee and Beneficiary no material default exists on the part of any of the Dessees, or the Assignor, as Lessor, in the performance on the part of either, of the terms, covenants, provisions or agreements in the Leases contained except for any material default by a Lessee which has been disclosed to Assignee in writing, and Assignor knows of no condition which with the giving of notice or the passage of time or both would constitute a default or the part of any of the Lessees or Assignor (except for facts disclosed to Assignee in writing); that no rent has been paid by any Lessee for more than one installment in advance, that no security deposit has been made by any Lessee under the Leases except as shown on Exhibit A.

3. The Assignor agrees:

(a) the Assignor shall furnish loss of rents insurance, the policies to be in amount and form and written by such insurance companies as shall be satisfactory to the Assignee;



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- (b) not to collect any of the rent, income and profits arising or accruing under any of the Leases in advance of the time when the same become due under the terms thereof;
- (c) not to execute any other assignments of any of the Leases or any interest therein or any of the rents thereunder;
- (d) to perform all of Assignor's covenants and agreements as Lessor under the Leases and not to suffer or permit to occur any release of liability of any of the Lessees, or any right to the Lessees to withhold payment of rent; and to give prompt notices to the Assignee of any nutice of default on the part of Assignor with respect to the Leases received from the Lessees thereunder, and to furnish Assignee with complete copies of said notices;
- to use reasonable efforts to enforce the Leases and all remedies available to the Assignor against the Lesses, in case of default under any of the Leases by any of the Lesses. If Assignor determines that such enforcement is not in the best interests of the Project, it shall promptly give issignee written notice of such determination, which notice shall include Assignor's analysis of the business judgment involved in its determination and shall inform Assignee of what action Assignor intends to pursue in lieu of such enforcement;
- (f) that none of the rights or remedies of the Assignee under the Mortgage shill be delayed or in any way prejudiced by this Assignment,
- (g) that notwithstanding any variation of the terms of the Mortgage or any extension of time for payment thereunder or any release of part or payts of the lands conveyed thereunder, the Leases and benefits hereby assigned shall continue as additional security in accordance with the terms hereof until the indebtedness secured hereby is repaid in full; and
- (h) to furnish Assignee, on a semi-armual basis, a certified copy of a schedule of leases disclosing all Leases then in effect, in a form reasonably satisfactory to Assignee.
- 4. This assignment is given as additional security for the payment of the note of Trustee bearing even date herewith, in the principal sum of \$161,000,000 (the "Note"), held by the Assignee, all sums due under that certain Loan Agreement bearing even date herewith between Assignor and Assignee ("Loan Agreement") and all other sums secured by the mortgage (the "Mortgage") bearing even date herewith from Trustee to Assignee, as Mortgagee, conveying the Premises. The security of this Assignment is and shall be primary and on a parity with the real estate conveyed by the Mortgage and not secondary. All amounts collected hereunder, after deducting the expenses of operation of the demised premises and after deducting the expenses of collection, shall be applied on account of the indebtedness secured by the Mortgage, or in such other manner as may be provided for in the Mortgage, or in any general assignment of rents given as additional security for said indebtedness. Nothing herein contained shall be construed as constituting Assignee a trustee or mortgagee in possession.

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- 5. Upon issuance of a deed or deeds pursuant to foreclosure of the Mortgage, all right, title and interest of the Assignor in and to the Leases shall, by virtue of this instrument, thereupon vest in and become the absolute property of the grantee or grantees in such deed or deeds without any further act or assignment by the Assignor. Assignor hereby irrevocably appoints Assignee and its successors and assigns, as its agent and attorney in fact, to execute all instruments of assignment for further assurance in favor of such grantee or grantees in such deed or deeds, as may be necessary or desirable for such purpose, subject to the limitations of liability of Beneficiary and Trustee as hereinafter provided.
- In the exercise of the powers herein granted the Assignee, no liability shall be asserted or enforced against the Assignee, all such liability being hereby expressly waived and released by the Assignor, except for liability for the gross negligence or wilful misconduct of Assignee. The Assignee shall not be obligated to perform or discharge any obligation, duty or liability under any of the Leases by reason of the act or emission of Assignor, or under or by reason of this Assignment and the Assignor shall and does hereby agree to indemnify the Assignee for and to hold it harmless of and from any and all limbility, loss or damage which it may or might incur under any of the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, sovenants or agreements contained in any of the Leases. Should the Assignee incur any such liability, loss or damage under any of the Leases for which it is to be indemnified by Assignor as aforesaid, or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and the Assignor shall reimburse the Assigner therefor immediately upon demand.
- 7. Although it is the intention of the parties that this instrument shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Assignee shall not exercise any of the rights or powers herein conferred upon it until a default shall occur under the terms and provisions of this Assignment or of the Note, Loan Agreement or Mortgage and any applicable grace period, if any, has expired, but upon the occurrence of any such default, the Assignee shall be entitled, upon notice to the Lessees, to all rents and other amounts then due under the Leases and thereafter accruing, and this Assignment shall constitute a direction to and full authority to the Lessees to pay all such amounts to the Assignee without proof of the default relied upon until such time as such default has been cured and Assignee has accepted such cure, provided, however, that until Mortgagee exercises such right, Mortgagor shall have the right to collect and retain all such rents and other amounts then due under the Leases and use such amounts to pay operating expenses, real estate taxes, debt service and, subject to the provisions of the Loan Agreement, distributions to partners in Beneficiary. The Lessees are hereby irrevocably authorized to rely upon and comply with (and shall be fully protected in so doing) any notice or demand by the Assignee for the payment to the Assignee of any rental or other sums which may be or thereafter become due under the Leases, or any of them, or for the performance of any of Lessees' undertakings

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under the Leases and shall have no right or duty to inquire as to whether any default under the Mortgage has actually occurred or is then existing.

- Any amounts received by Assignor or its agents for performance of any actions prohibited by the terms of this Assignment, including any amounts received in connection with any cancellation, modification, or amendment of any of the Leases prohibited by the terms of this Assignment and any amounts received by Assignor as rents, income, issues, or profits from the Premises from and after the date of any default under the Loan Agreement or under any of the Loan Documents, which default shall not have been cured within the time periods, if any, expressly established therefore, shall be held by Assignor as Trystee for Assignee and all such amounts shall be accounted for to Assignee and shall not be commingled with other funds of the Assignor. Any person acquiring or receiving all or any portion of such trust funds shall acquire or receive the same in trust for Assignee as if such person had actual or constructive notice that such funds were impressed with a trust in accordance herewith; by way of example and not of limitation, such notice may be given by an instrument recorded with the Recorder of Deeds of the county in which the Premises are located stating that Assignor has received or will receive such amounts in trust for Assignee.
- 9. In the event any ressee under the Leases should be the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state, or local statute which provides for the possible termination or rejection of the Leases assigned hereby, the Assignor covenants and agrees that if any of the Leases is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Assignee, and any check in payment of damages for termination or rejection of any such lease will be made payable both to the Assignor and Assignee. The Assignor hereby assigns any such payment to Assignee and further covenants and agrees that upon the request of Assignee, it will duly endorse to the order of Assignee any such check, the proceeds of which will be applied to monthly debt service on the indebtedness secured by this Assignment.
- 10. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents to secure said indebtedness contained in the Mortgage or in any other document.
- 11. This instrument shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. The words "Assignor," "Assignee" and "Lessees" wherever used herein, shall include the persons named herein and designated as such and their respective successors and assigns, and all words and phrases shall be taken to include the singular or plural and masculine, feminine or neuter gender, as may fit the case.
- 12. The grace period and notice provisions of the Loan Agreement shall be applicable to any default hereunder.
- 13. All of the rights, powers, privileges and immunities herein granted and assigned to the Assignee shall also inure to its successors and assigns, including all holders, from time to time, of the Note.

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- 14. Anything in this Assignment to the contrary notwithstanding, the agreements of the Beneficiary shall only be
 enforceable against and, in the event of a default by Assignor
 hereunder, the liability of the Beneficiary and the partners
 thereof ("Partners") shall be limited to the assets of the
 Beneficiary. Without limiting the generality of the foregoing,
 (i) no Partner shall have any individual or personal liability
 in respect of any claim arising out of or related to this
 Assignment; and (ii) a deficit capital account of any partner
 in the Beneficiary shall not be deemed an asset or property of
 the Beneficiary.
- 15. This instrument is executed by Trustee, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed hereunder (whether or not the same are expressed in the terms of covenants, promises or agreements) by the Bank are undertaken by it solely as Trustee, as aforesaid, and not individually and no personal liability shall be asserted to be enforceable against Trustee by reason of any of the terms, provisions, stipulations, covenants and conditions contained in this instrument.

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and attested by this day het and its corporate seal to be hereunto affixed, and Beneficiary has executed this Assignand its corporate seal to ment as of the 7th day of November, 1985.

TRUSTEE:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee,

deur

as aforesaid,

By:

BENEFICIARY:

MS/JMB VENTURE II, an Illinois limited partnership

Solve Ox Coot Co. METROPOLITAN STRUCTURES, an Illinois general partnership, a general partner

METCO ed partner-Illi artner shir

partner

JMB/W.CKER CORPORATION, an Ву: Illinois corporation, a general partner

This instrument was prepared by and should be returned to: Steven R. Davidson Sonnenschein Carlin Nath & Rosenthal 8000 Sears Tower Chicago, Illinois 60606

ATTEST

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STATE	OF		ILLINOIS)	
			•)	SS
COUNTY	OF	•	COOK	•)	

LORETTA M. SUTTINEY, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that potential of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association and J. WICHER REPLY ASSISTED STOP LIVE OF said Association, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Second Vice Provided and recommend 0.00 and reservable 95 instrument as such respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as then and there acknowledged that he, as custodian of the corporate seal of said Association to said instrument as his own free and voluntary act and as the free and voluntary act of said Association, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my and and Notarial Seal, this ____ , 1985. ο£ MBV 1 2 1985

Notary Public

MY COMMISSION EXPIRES JUNE 27, 1143

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STATE OF ILLINOIS) SS. COUNTY OF COOK

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that _, a general partner of METCO PROPERTIES, an Illinois limited partnership, which is a general partner of METROPOLITAN STRUCTURES, an Illinois general partnership, which is a general partner of MS/JMB Venture II, an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as general partner of METCO PROPERTIES, delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said partnership as a general partner of METROPOLITAN STRUCTULES, which is a general partner of MS/JMB VENTURE II for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13th day Forms of Surface Notary Public

My commission expires March 17, 1987, Movember ____, 1985.

Proberty of Cook County Clark's Office

Carlotte Contraction

STATE OF ILLINOIS COUNTY OF COOK

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that

H. Rigel Sape of JMB/WACKER CORPORATION, an Illinois corporation, which is a general partner of METROPOLITAN STRUCTURES, an Illinois general partnership, which is a general partner of MS/JMB VENTURE II, an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as Vice Published of JMB/WACKER CORPOR T.ON, delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation as a general partner of METROPOLITAN STRUCTURES, which is a general partner of MS/JMB VENTURE II for the uses and purposes therein set forth.

y han.

Of Colling Clarks

Office GIVEN under my hand and Notarial Seal, this 1274 day of November, 1985.

expires March 17, 1987.

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EXHIBIT A

None except for any rights granted pursuant to the Lease dated as of May 11, 1981 by and between American National Bank and Trust Company of Chicago, as Trustee under a Trust Agreement dated March 20, 1980 and known as Trust No. 48268, and Chicago Mercantile Exchange, an Illinois not-for-profit corporation.

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EXRIBIL B

PARCEL 1:

WACKER DRIVE, SAID WEST LINE OF S. WACKER DRIVE BEING ALSO THE WEST LINE OF THE EAST 54.00 FEET OF SAID BLOCK 80 AS ESTRBLISHED BY ORDINANCE PELATING TO THE WACKER DRIVE ROUTE OF THE COMPREHEN-POINT OF UNIERSECTION OF SAID HORTH LINE WITH THE WEST LINE OF S. BEGINNING ON THE WORTH LINE OF SAID BLOCK 80 AT THE CONMIN' ITTIMOIS' BOAMDED WAD DESCRIBED WE LOTTOME: 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK BEING THE LAND, PROPERTY AND SPACE IN THAT PART OF BLOCK SO IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP

SIVE SUPER HIGHEN AYSTEM PASSED BY-THE CITY COUNCIL OF THE CITY

FROM THE POINT OF INTERSECTION OF SAID WEST, LINE OF S. WACKER OF CHICAGO ON THE OTH DAY OF SEPTEMBER, 1946, AND RURHING THENCE SOUTH ALONG SAID WEST LINE OF S. WACKER DRIVE A DISTANCE OF 219,354 SEET TO A POINT WHICH IS 178,816 FEET NORTH

LINE OF S, WACKER DRIVE CSAID PERPENDICULAR LINE BEING 20,08 FEET THENCE WEST ALONG A LINE PERPENDICULAR TO SAID WEST DRIVE WITH THE SOUTH LINE OF SAID BLOCK 80;

A DISTANCE OF 30.75 FEET; SOUTH FROM AND PARALLEL WITH A CERTAIN BUILDING COLUMN CENTERLINE!

WITH SAID COLUMN CENTERLINE A DISTANCE OF THENCE WEST ALONG SAID COLUMN CENTERLINE A DISTANCE OF OF 5. WACKER DRIVE A DISTANCE OF 20,08 FEET TO AN INTERSECTION THENCE NORTH ALONG A LINE PARALLEL WITH SAID WEST LINE

155,667 FEET;

THENCE SOUTH ALONG A LINE PERPUDULLAR TO SAID COLUMN

LINE A DISTANCE OF 28,174 FEET TO AN INTERSECTION WITH THE DOCK THENCE WEST ALONG A LINE PARALLEL WITH SAID COLUMN CENTER-CENTERLINE A DISTANCE OF 20,08 FEET;

BETWEEN MADISON AND MONROE STREETS AS ESTABLISHID BY DRDINANCE LINE ON THE EAST SIDE OF THE SOUTH BRANCH OF THE CHICAGO RIVER

OF FEBRUARY, 1946; PASSED BY THE CLITY COUNCIL OF THE CITY OF CHICAGO ON THE 28TH DAY

SAID BLOCK 80; PERPENDICULARLY, SOUTH FROM AND PARALLEL WITH THE HORTH LINE OF 189,98 FEET TO AN INTERSECTION WITH A LINE 30.00 FEET, MEASURED THENCE MORTHWARDLY ALONG SAID DOCK LINE A MISTANCE OF

FROM THE POINT OF INTERSECTION OF A WESTWARD EXTENSION OF SAID NORTH NORTH LINE OF BLOCK 80 FROM A POINT THEREON DISTANT 36.00 FEET EAST FEET TO AN INTERSECTION WITH A LINE DRAWN PERPENDICULAR TO IAID THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 37.30

30,00 FEET TO AN INTERSECTION WITH SAID NORTH LINE OF BLOCK 80; AND THENCE NORTH ALONG SAID PERPENDICULAR LINE A DISTANCE OF LINE WITH SAID DOCK LINE;

CONTAINING 41, 793, 50 SQUARE FEET OF LAND, HORE OR LESS. OF 168,58 FEET TO THE POINT OF BEGINNING; THENCE EAST ALONG SAID HORTH LINE OF BLOCK 80 A DISTANCE

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EXCEPTING FROM SAID LAND, PROPERTY AND SPACE IN YOKER SITE NO. 2 THAT PART THEREOF LYING BETWEEN HORIZONTAL PLANES WHICH ARE 21.50 FEET AND 49.50 FEET, RESPECTIVELY, ABOVE CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID BLOCK 80 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE COLUMN CENTERLINE MARKING THE SOUTH LINE OF TOWER SITE NO. 2 AT THAT CORNER OF SAID TOWER SITE NO. 2 WHICH IS 30.75 FLET WEST FROM SAID WEST LINE OF S. WACKER DRIVE, AND RUNNING THENCE WEST ALONG SAID COLUMN CENTERLINE A DISTANCE OF 155.667 FEET

THINCE NORTH, PARALLEL WITH SAID WEST LINE OF S. WACKER DRIVE A DISTANCE OF 90.00 FEET;

THENCE EAST ALONG A LINE PARALLEL WITH SAID COLUMN CENTER-LINE A DISTANCE OF FOUR INCHES (0.333 FEET);

THENCE AROUND A BUILDING COLUMN AS FOLLOWS: **SOUTH 2.50** FEET; EAST 5.00 FEET: AND NORTH 2.50 FEET;

THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 25.00

FEET; **SOUTH 2,50** THENCE AROUND A BUILDING COLUMN AS FOLLOWS:

FEET; EAST 5.00 FEET; AND NORTH 2.50 FEET; THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 25.00 FEET;

THENCE AROUND A BUILD ING COLUMN AS FOLLOWS: SOUTH 2.50 FEET; EAST 5.00 FEET; AND NORTH 2 30 FEET;
THENCE EAST ALONG SAID PAPALLEL LINE A DISTANCE OF 25.00

FEET;

THENCE AROUND A BUILDING CULUMN AS FOLLOWS: **SOUTH 2.50** FEET; EAST 5.00 FEET; AND NORTH 2.50 FEET; THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 25.00

FEET:

THENCE AROUND A BUILDING COLUMN AS FOLLOWS: 50UTH 2.50 FEET; EAST 5.00 FEET; AND NORTH 2.50 FEET; THENCE EAST ALONG SAID PARALLEL LINE & DISTANCE OF 25.00

FEET; THENCE AROUND A BUILDING COLUMN AS FOLLOWS: **SOUTH 2.50**

FEET; EAST 5.00 FEET; AND NORTH 2.50 FEET;
THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 4 INCHES (0.333 FEET) TO A POINT 30.75 FEET WEST FROM SAID WEST LINE OF S. WACKER DRIVE; AND

THENCE SOUTH ALONG A STRAIGHT LINE A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING FROM SAID LAND, PROPERTY AND SPACE IN SAID TOWER SITE NO. 2 THAT PART THEREOF LYING BETWEEN HORIZONTAL PLANES WHICH ARE 49.50 FEET AND 72.50 FEET, RESPECTIVELY, ABOVE CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID BLOCK 80 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF S. WACKER DRIVE AT THAT CORNER OF SAID TOWER SITE NO. 2 WHICH IS 219.354 FEET SOUTH FROM THE INTER-SECTION OF SAID WEST LINE WITH THE NORTH LINE OF SAID BLOCK 80, AND RUNNING

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OF 5. WACKER DRIVE A DISTANCE OF 30.75 FEET; THENCE NORTH PARALLEL WITH SAID WEST LINE OF S. WACKER DRIVE A DISTANCE OF 20.08 FEET TO AN INTERSECTION WITH THE BUILDING COLUMN CENTERLINE MARKING THE SOUTH LINE OF SAID TOWER SITE NO. 2; THENCE WEST ALONG SAID COLUMN CENTERLINE A DISTANCE OF 155.667 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID COLUMN CENTERLIAE A DISTANCE OF 20.08 FEET; THENCE WEST ALONG A LINE PARALLEL WITH SAID COLUMN CENTER-

LINE A DISTANCE OF 28.174 FEET TO AN INTERSECTION WITH THE DOCK LINE ON THE EAST SIDE OF THE SOUTH BRANCH OF THE CHICAGO RIVER BETWEEN MADISON AND MONROE STREETS AS ESTABLISHED BY ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 28TH DAY OF FEBRUARY, 1946; THENCE NORTHWARDLY ALONG SAID DOCK LINE A DISTANCE OF

110.194 FEET TO A POINT WHICH IS 90.00 FEET, MEASURED PERPENDICULARLY, NORTH FROM SAID COLUMN CENTERLINE AND 209.577 FEET WEST FROM SAID WEST LINE OF S. WACKER DRIVE;

THENCE EAST ALONG A LINE PARALLEL WITH SAID COLUMN CENTER-

THENCE WEST ALONG A LINE PERPENDICULAR TO SAID WEST LINE

LINE A DISTANCE OF 23. 94 FEET;

THENCE AROUND / DUILDING COLUMN AS FOLLOWS: **SOUTH 2.50**

FEET; EAST 5.00 FEET; AND WORTH 2.50 FEET;

THENCE EAST ALONG MAID PARALLEL LINE A DISTANCE OF 25.00

FEET;

THENCE AROUND A BUILLING COLUMN AS FOLLOWS: SOUTH 2.50

FEET; EAST 5.00 FEET; AND NORTH 7.50 FEET;
THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 25.00

FEET;

THENCE AROUND A BUILDING COLUMN AS FOLLOWS: **SOUTH 2.50**

EAST 5.00 FEET; AND NORTH 2.50 FEET; FEET;

THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 25.00

FEET;

THENCE AROUND A BUILDING COLUMN AS FOLLOWS: **SOUTH 2.50**

FEET; EAST 5.00 FEET; AND NORTH 2.50 FEET;

THENCE EAST ALONG SAID PARALLEL LINE & DISTANCE OF 25.00

FEET:

THENCE AROUND A BUILDING COLUMN AS FOLLOWS: SOUTH 2.50

FEET; EAST 5.00 FEET; AND NORTH 2.50 FEET;

THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 25.00

FEET;

THENCE AROUND A BUILDING COLUMN AS FOLLOWS: SOUTH 2.50

FEET; EAST 5.00 FEET; AND NORTH 2.50 FEET;

THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 31.083 FEET TO AN INTERSECTION WITH SAID WEST LINE OF S. WACKER DRIVE; AND THENCE SOUTH ALONG SAID WEST LINE A DISTANCE OF 110.08

FEET TO THE POINT OF BEGINNING.

AND EXCEPTING FROM SAID LAND, PROPERTY AND SPACE IN SAID TOWER SITE NO. 2 THAT PART THEREOF LYING BETWEEN HORIZONTAL PLANES WHICH ARE 72.50 FEET AND 107.00 FEET, RESPECTIVELY, ABOVE CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID BLOCK 80 BOUNDED AND DESCRIBED AS FOLLOWS:

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BEGINNING ON THE WEST LINE OF S. WACKER DRIVE AT THAT CORNER OF SAID TOWER SITE NO. 2 WHICH IS 219.354 FEET SOUTH FROM THE INTER-SECTION OF SAID WEST LINE WITH THE NORTH LINE OF SAID BLOCK 80, AND RUNNING

THENCE WEST ALONG A LINE PERPENDICULAR TO SAID WEST LINE

OF S. WACKER DRIVE A DISTANCE OF 30.75 FEET;

THENCE NORTH PARALLEL WITH SAID WEST LINE OF S. WACKER DRIVE A DISTANCE OF 20.08 FEET TO AN INTERSECTION WITH THE BUILDING COLUMN CENTERLINE MARKING THE SOUTH LINE OF SAID TOWER SITE NO. 2; THENCE WEST ALONG SAID COLUMN CENTERLINE A DISTANCE OF

155.667 FEFT:

THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID COLUMN

CENTERLINE A DISTANCE OF 20.08 FEET;

THENCE WEST ALONG A LINE PARALLEL WITH SAID COLUMN CENTER-LINE A DISTANCE OF 28.174 FEET TO AN' INTERSECTION WITH THE DOCK LINE ON THE EAST SIDE OF THE SOUTH BRANCH OF THE CHICAGO RIVER BETWEEN MADISON AND MONRUE STREETS AS ESTABLISHED BY ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 28TH DAY OF FEBRUARY, 1946;

THENCE NORTHWARDLY ALONG SAID DOCK LINE A DISTANCE OF 107.692 FEET TO A POINT WHICH IS 87.50 FEET, MEASURED PERPENDICULARLY, NORTH FROM SAID COLUMN CENTERLINE AND 209.691 FEET WEST FROM SAID WEST LINE OF S. WACKER DRIVE

THENCE EAST ALONG A LINE PARALLEL WITH SAID COLUMN CENTER-LINE SAID DISTANCE OF 209,691 (EET TO AN INTERSECTION WITH SAID WEST LINE OF S. WACKER DRIVE; AND

THENCE SOUTH ALONG SAID WEST LINE A DISTANCE OF 107.58

FEET TO THE POINT OF BEGINNING,

AND EXCEPTING FROM SAID LAND, PROPERTY AND SPACE IN SAID TOWER SITE NO. 2 THAT PART THEREOF LYING BETWEEN HORIZONTAL PLANES WHICH ARE 107.00 FEET AND 118.50 FEET, RESPECTIVELY, ABOVE CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID BLOCK 80 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF S. WACKER DRIVE AT THAT CORNER OF SAID TOWER SITE NO. 2 WHICH IS 219.354 FEET TOUTH FROM THE INTERSECTION OF SAID WEST LINE WITH THE NORTH LINE OF SAID BLOCK 80, AND RUNNING

THENCE WEST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF

5. WACKER DRIVE A DISTANCE OF 30.75 FEET;

THENCE NORTH PARALLEL WITH SAID WEST LINE OF S. WACKER DRIVE A DISTANCE OF 20.08 FEET TO AN INTERSECTION WITH THE BUILDING COLUMN CENTERLINE MARKING THE SOUTH LINE OF SAID TOWER SITE NO. 2; THENCE WEST ALONG SAID COLUMN CENTERLINE A DISTANCE OF

155.667 FEET;

THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID COLUMN

CENTERLINE A DISTANCE OF 20.08 FEET;

THENCE WEST ALONG A LINE PARALLEL WITH SAID COLUMN CENTER-LINE A DISTANCE OF 28.174 FEET TO AN INTERSECTION WITH THE DOCK LINE ON THE EAST SIDE OF THE SOUTH BRANCH OF THE CHICAGO RIVER BETWEEN MADISON AND MONROE STREETS AS ESTABLISHED BY ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 28TH DAY OF FEBRUARY, 1946;

THENCE NORTHWARDLY ALONG SAID DOCK LINE A DISTANCE OF 95.179 FEET TO A POINT WHICH IS 75.00 FEET, MEASURED PERPENDICULARLY, NORTH FROM SAID COLUMN CENTERLINE AND 210.26 FEET WEST FROM SAID WEST LINE OF S. WACKER DRIVE;

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THENCE EAST ALONG A LINE PARALLEL WITH SAID COLUMN CENTER-LINE SAID DISTANCE OF 210.26 FEET TO AN INTERSECTION WITH SAID WEST LINE OF S. WACKER DRIVE; AND

THENCE SOUTH ALONG SAID WEST LINE A DISTANCE OF 95.08 FEET

TO THE POINT OF BEGINNING.

AND EXCEPTING FROM SAID LAND, PROPERTY AND SPACE IN SAID TOWER SITE NO. 2 THAT PART THEREOF LYING BETWEEN HORIZONTAL PLANES WHICH ARE 118.50 FEET AND 141.50 FEET, RESPECTIVELY, ABOVE CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID BLOCK 80 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF 5. WACKER DRIVE AT THAT CORNER OF SAID TOWER SITE NO. 2 WHICH IS 219.354 FEET SOUTH FROM THE INTER-SECTION OF SALE WEST LINE WITH THE NORTH LINE OF SAID BLOCK 80, AND RUNNING

THENCE MEST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF 5. WACKER DRIVE A DISTANCE OF 30.75 FEET;

THENCE NORTH PARALLEL WITH SAID WEST LINE OF S. WACKER DRIVE A DISTANCE OF 20.08 FEET TO AN INTERSECTION WITH THE BUILDING COLUMN CENTERLINE MARKING THE SOUTH LINE OF SAID TOWER SITE NO. 2;

THENCE WEST ALONG SAID COLUMN CENTERLINE A DISTANCE OF 155.667 FEET;

THENCE SOUTH ALONG A LINE-PERPENDICULAR TO SAID COLUMN CENTER.

LINE A DISTANCE OF 20.08 FEET;

THENCE WEST ALONG A LINE PARALLEL WITH SAID COLUMN CENTERLINE A DISTANCE OF 28.174 FEET TO AN INTERSECTION WITH THE DOCK LINE ON THE EAST SIDE OF THE SOUTH BRANCH OF THE CHICAGO RIVER BETWEEN MADISON AND MONROE STREETS AS ESTABLISHED BY OR DINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 28TH DAY OF FEBRUARY, 1946;

THENCE NORTHWARDLY ALONG SAID DOCK LINE A DISTANCE OF 93.577 FEET TO A POINT WHICH IS 73.50 FEET, MEASURED PERPENDICULARLY, NORTH FROM SAID COLUMN CENTERLINE AND 210.328 FEET WEST FROM SAID WEST LINE OF S. WACKER DRIVE;

THENCE EAST ALONG A LINE PARALLEL VITH SAID COLUMN CENTERLINE SAID DISTANCE OF 210.328 FEET TO AN INTERSECTION WITH SAID WEST LINE OF S. WACKER DRIVE; AND

THENCE SOUTH ALONG SAID WEST LINE A DISTANCE OF 93.58 FEET

TO THE POINT OF BEGINNING.

AND EXCEPTING FROM SAID LAND, PROPERTY AND SPACE IN SAID TOWER SITE NO. 2 THAT PART THEREOF LYING BETWEEN HORIZONTAL PLANES WHICH ARE 141.50 FEET AND 153.00 FEET, RESPECTIVELY, ABOVE CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID BLOCK 80 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF S. WACKER DRIVE AT THAT CORNER OF SAID TOWER SITE NO. 2 WHICH IS 219.354 FEET SOUTH FROM THE INTER-SECTION OF SAID WEST LINE WITH THE NORTH LINE OF SAID BLOCK 80, AND

RUNNING

THENCE WEST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF

5. WACKER DRIVE A DISTANCE OF 30.75 FEET;

THENCE NORTH PARALLEL WITH SAID WEST LINE OF S. WACKER DRIVE A DISTANCE OF 20.08 FEET TO AN INTERSECTION WITH THE BUILDING COLUMN CENTERLINE MARKING THE SOUTH LINE OF SAID TOWER SITE NO. 2;

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THENCE WEST ALONG SAID COLUMN CENTERLINE A DISTANCE OF 155.667 FEET;

THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID COLUMN

CENTERLINE A DISTANCE OF 20.08 FEET;

THENCE WEST ALONG A LINE PARALLEL WITH SAID COLUMN CENTER-LINE A DISTANCE OF 28.174 FEET TO AN INTERSECTION WITH THE DOCK LINE ON THE EAST SIDE OF THE SOUTH BRANCH OF THE CHICAGO RIVER BETWEEN MADISON AND MONROE STREETS AS ESTABLISHED BY ORDINANCE PASSED BY THE CITY CONNCIL OF THE CITY OF CHICAGO ON THE 28TH DAY OF FEBRUARY, 1946

CITY COUNCIL OF THE CITY OF CHICAGO ON THE 28TH DAY OF FEBRUARY, 1946;
THENCE NORTHWARDLY ALONG SAID DOCK LINE A DISTANCE OF 76.993
FEET TO A POINT WHICH 15 56.833 FEET, MEASURED PERPENDICULARLY, NORTH
FROM SAID COLUMN CENTERLINE AND 211.088 FEET WEST FROM SAID WEST LINE
OF 5. WACKER DRIVE;

THENCE EAST ALONG A LINE PARALLEL WITH SAID COLUMN CENTER-LINE SAID DISTANCE OF 211,088 FEET TO AN INTERSECTION WITH SAID WEST LINE OF 5. WACKER DRIVE; AND

THENCE SOUTH ALONG SAID WEST LINE A DISTANCE OF 76.913 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A PERPETUAL EASEMENT APPURTENANT PON THE BENEFIT OF PARCEL 1 TO ENTER UPON AND USE AT STREET OR PLAZA LEVEL, TO CONSTRUCT AND MAINTAIN THEREON AND TO USE WALKWAYS AND OR LAYDS (APED AREAS, AND TO CONSTRUCT AND MAINTAIN SUCH SUBSURFACE AND OTHER SUPPORTS AS MAY BE NECESSARY TO SUPPORT SUCH STREET OR PLAZA LEVEL AREAS, AS CREATED IN DEED DATED APRIL 18, 1980 FROM THE CITY OF CHICAGO, GRANTOR, TO JEAN L. HOMEYER, AND HER SUCCESSORS AND ASSIGNS, GRANTEE, AND PLOSTED ON MAY 7, 1980 AS DOCUMENT NUMBER 25449175, OVER THE FOLLOWING DUSCRIBED LAND (AND IDENTIFIED AS EXHIBITS 'A' AND 'B' IN SAID DOCUMENT NUMBER 25449175):

EXHIBIT 'A':

THAT PART OF BLOCK 80 AND THAT PART OF THE LAND, IF ANY, LYING WEST OF AND ADJOINING SAID BLOCK 80, IN SCHOOL SECTION ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A WESTWARD ENTENSION OF APPL NORTH LINE OF SAID BLOCK 80 WITH THE DOCK LINE ON THE EAST SIDE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AS ESTABLISHED BY ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 28TH DAY OF FEBRUARY, 1946, AND RUNNING THENCE EAST ALONG SAID WESTWARD ENTENSION AND ALONG SAID NORTH LINE OF BLOCK 80, A DISTANCE OF 10.33 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID NORTH LINE OF BLOCK 80, A DISTANCE OF 15.85 FEET; THENCE EAST ALONG A LINE PARALLEL WITH SAID NORTH LINE OF BLOCK 80, A DISTANCE OF 14.75 FEET; THENCE NORTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 3.00 FEET;

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THENCE WEST ALONG A LINE PARALLEL WITH SAID NORTH LINE OF BLOCK 80 A DISTANCE OF FORTY NINE HUNDREDTHS (0.49) OF A FOOT; THENCE NORTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 12.85 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID BLOCK 80; THENCE EAST ALONG SAID NORTH LINE OF BLOCK 80 A DISTANCE OF 11.41 FEET TO A POINT 36.00 FEET EAST FROM SAID POINT OF INTERSECTION OF THE WESTWARD EXTENSION OF THE NORTH LINE OF BLOCK 80 WITH SAID DOCK LINE ON THE EAST SIDE OF THE SOUTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTH ALONG A LINF PERPENDICULAR TO SAID NORTH LINE OF BLOCK 80, A DISTANCE OF 30.00 FEET; THENCE WEST, PARALLEL WITH THE NORTH LINE, AND WESTWARD EXTENSION THEREOF, OF BLOCK 80, A DISTANCE OF 37.30 FEET TO AN INTERSECTION WITH SAID DOCK LINE ON THE EAST SIDE OF THE SGUTH BRANCH OF THE CHICAGO RIVER; AND THENCE NORTHWARDLY ALONG SAID DOCK LINE, A DISTANCE OF 30.03 FEET, TO THE POINT OF BEGINNING;

EXHIBIT 'B':

THAT PART OF BLOCK 30 AN SCHOOL SECTION ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, PANCE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF SAID BLOCK 80 AT A POINT 9.87 FEET EAST FROM THE POINT OF INTERSECTION OF SAID SOUTH LINE WITH THE DOCK LINE ON THE EAST SIDE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AS ESTABLISHED BY ORDINANCE PASSED BY THE CITY CRENCIL OF THE CITY OF CHICAGO ON THE 28TH DAY OF FEBRUARY, 1946, AND RUNNING THENCE EAST ALONG SAID SOUTH LINE OF BLOCK 80 A DISTANCE OF 10.13 FLET; THENCE NORTH ALONG A LINE PERPENDICULAR TO SAID SOUTH LINE OF BLOCK 80, A DISTANCE OF 20.60 FEET; THENCE WEST, PARALLEL WITH SAID SOUTH LINE OF BLOCK 80, A DISTANCE OF 19.12 FEET TO AN INTERSECTION WITH SAID DOCK LINE ON THE EAST SIDE OF THE SOUTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTHWARDLY ALONG SAID DOCK LINE A DISTANCE OF 2.72 FEET TO AN INTERSECTION WITH A LINE 17.28 FEET, MEASURED PERPENDICULARLY, NORTH FROM AND PARMILEL WITH SAID SOUTH LINE OF BLOCK 80; THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 9.11 FEET TO AN INTERSECTION WITH A LINE PASSING THROUGH SAID POINT OF BEGINNING AND PERPENDICULAR TO SAID SOUTH LINE OF BLOCK 80; AND THENCE SOUTH ALONG SAID PERPENDICULAR LINE A DISTANCE OF 17.28 FEET TO THE POINT OF BEGINNING;

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PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 OF SUPPORT FROM CAISSONS, COLUMNS AND OTHER SUPPORTS AND FOR USE OF PARKING GARAGE; AN EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 TO INSTALL, OWN, USE, MAINTAIN, REPAIR AND REPLACE EQUIPMENT LISTED ON EXHIBIT "G" TO THE INSTRUMENT HEREINAFTER REFERRED TO, TOGETHER WITH RIGHT OF ACCESS THERETO; A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 OF SUPPORT AND ENCLOSURE FROM WALLS, HORIZONTAL SLABS, CEILINGS AND FLOORS; EXCLUSIVE EASEMENT, FOR THE BENEFIT OF PARCEL 1 FOR ENCROACHMENTS; AND NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 TO GO UPON CERTAIN PROPERTY DESCRIBED IN THE INSTRUMENT HEREINAFTER REFERRED TO FOR CONSTRUCTION, REPAIR AND REPLACEMENT OF CERTAIN FACILITIES AS SET FORTH IN AND CREATED BY AN INSTRUMENT ENTITLED THE CHICAGO MERCANTILE EXCHANGE CENTER EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS", RECORDED JULY 23, 1981, AS DOCUMENT 25945769, IN COOK COUNTY, ILLINOIS. AS SAID AGREEMENT HAS BEEN AMENDED BY (2) AN AGREEMENT ENTITLED "AMENDMENT OF THE CHICAGO MERCANTILE EXCHANGE CENTER EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS" DATED FENDLARY 17, 1982 ENTERED INTO AMONG TRUST NO. 48268, TRUST NO. 51234 AND TRUST NO. 51235 AND RECORDED IN THE AFORESAID RECORDER'S OFFICE AS DOCUMENT 26442825, AND (II) AN AGREEMENT ENTITLED "SECOND AMENDMENT OF THE CHICAGO MERCANTILE EXCHANGE CENTER EASEMENTS, RESERVATIONS, COVENANTS AND RECORDING DATED DECEMBER 14, 1983 ENTERED INTO AMONG TRUST NO. 48268, TRUST NO. 51234 AND TRUST NO. 51235 AND RECORDED IN THE AFORESAID RECORDER S OFFICE AS DOCUMENT NO. 26896093, (SAID AGREEMENT, AS MODIFIED AFORESAID, HEREINAFTER CALLED THE REA), IN, ON, OVER, UPON AND UNDER CERTAIN REAL PROPERTY THEREIN MORE PARTICULARLY DESCRIBED TOGETHER WITH ALL OF THE RIGHTS, POWERS, EASEMENTS, PRIVILEGES AND BENEFITS UNDER THE REA ACCRUING TO THE OWNER UNDER PARCEL 1, ITS SUCCESSORS, LEGAL REPRESENTATIVES AND ASSIGNS.

PARCEL 4:

AN EASEMENT, IN PERPETUITY, FOR AIR RIGHTS AT VARIOUS LEVELS ABOVE CHICAGO CITY DATUM AND FOR A SUPPORTING COLUMN DESIGNATED AS PARCEL C, BOTH FOR THE PURPOSE OF CONSTRUCTION OF IMPROVEMENTS ON THE 10 SOUTH WACKER DRIVE BUILDING AS SET FORTH IN EASEMENT DATED October 14, 1985 AND, RECORDED November 6, 1985 AS DOCUMENT 85270545 THE LEGAL DESCRIPTION IS AS FOLLOWS

PARCEL 'A':

ALL OF THE PROPERTY AND SPACE LYING BETWEEN HORIZONTAL PLANES WHICH APT.
45.38 FEET AND 566.45 FEET, RESPECTIVELY, ABOVE CHICAGO CITY DATUM, AND
LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF
BLOCK 80 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP
39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE NORTH LINE OF BLOCK 80 WHICH IS 168.58 FEET
(AS MEASURED ALONG SAID NORTH LINE) WEST OF THE WEST LINE OF SOUTH
WACKER DRIVE, AS SAID WEST LINE IS PRESENTLY IMPROVED AND OCCUPIED,
BEING THE WEST LINE OF THE EAST 54.00 FEET OF SAID BLOCK 80 AS SURVEYED

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AND MARKED BY THE CITY OF CHICAGO PURSUANT TO THE ORDINANCE RELATING TO THE WACKER DRIVE ROUTE OF THE COMPREHENSIVE SUPER HIGHWAY SYSTEM PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 5TH DAY OF SEPTEMBER 1946, AND RUNNING THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE SAID NORTH LINE OF BLOCK 80 A DISTANCE OF 30.00 FEET; THENCE WEST ALONG A LINE WHICH IS 30.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF BLOCK 80 A DISTANCE OF 28.55 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 7.24 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 8.63 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 10.07 FEET; THENCE EAST ALONG A LIVE PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 8.63 FEET; TIENCE NORTH ALONG A LINE PARALLEL WITH SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 12.65 FEET TO THE NORTH LINE OF SAID BLOCK 80; THENCE FAST ALONG SAID NORTH LINE A DISTANCE OF 11.35 FEET TO THE POINT OF BEGINNING

PARCEL B:

ALL OF THAT PROPERTY AND CPACE LYING BETWEEN HORIZONTAL PLANES WHICH ARE 21.00 FEET (NOMINAL PLAY! ELEVATION) AND 45.38 FEET, RESPECTIVELY, ABOVE CHICAGO CITY DATUM, AND LING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF BLCCK 80 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF BLOCK 80 WHICH IS 168.58 FEET (AS MEASURED ALONG SAID NORTH LINE) WEST OF THE WEST LINE OF SOUTH WACKER DRIVE, AS SAID WEST LINE IS PRESENTLY IMPROVED AND OCCUPIED, BEING THE WEST LINE OF THE EAST 54.00 FEET OF S/ID BLOCK 80 AS SURVEYED AND MARKED BY THE CITY OF CHICAGO PURSUANT TO THE ORDINANCE RELATING TO THE WACKER DRIVE ROUTE OF THE COMPREHENSIVE SUPER HIGHWAY SYSTEM PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 5TH DAY OF SEPTEMBER 1946, AND RUNNING THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID NORTH LINE OF BLOCK 80 A DISTANCE OF 9.29 FEET TO THE POINT OF LEGINNING; THENCE CONTINUING SOUTH ALONG SAID PERPENDICULAR LINE A DISTANCE OF 20.71 FEET; THENCE WEST ALONG A LINE WHICH IS 30.00 FEET SOUTH DE AND PARALLEL WITH SAID NORTH LINE OF BLOCK 80 A DISTANCE OF 15.27 FLET; THENCE NORTH ALONG A LINE PARALLEL WITH SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 12.68 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO LAST DESCRIBED LINE A DISTANCE OF 10.00 FEET; THENCE NORTH ALONG (A) LINE PARALLEL WITH SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 8.00 FEET; THENCE EAST ALONG A LINE PERPENDICULAR WITH LAST DESCRIBED LINE A DISTANCE OF 5.31 FEET TO THE POINT OF BEGINNING

PARCEL C:

ALL OF THE PROPERTY AND SPACE LYING BETWEEN HORIZONTAL PLANES WHICH ARE 21.00 FEET (NOMINAL PLAZA ELEVATION) AND 45.38 FEET, RESPECTIVELY, ABOVE CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF BLOCK 80 IN SCHOOL SECTION ADDITION TO

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CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF BLOCK 80 WHICH IS 176.23 FEET (AS MEASURED ALONG SAID NORTH LINE) WEST OF THE WEST LINE OF SOUTH WACKER DRIVE, AS SAID WEST LINE IS PRESENTLY IMPROVED AND OCCUPIED, BEING THE WEST LINE OF THE EAST 54.00 FEET OF SAID BLOCK 80 AS SURVEYED AND MARKED BY THE CITY OF CHICAGO PURSUANT TO THE ORDINANCE RELATING TO THE WALKER DRIVE ROUTE OF THE COMPREHENSIVE SUPER HIGHWAY SYSTEM PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 5TH DAY OF SEPTEMBER 1946, AND RUNNING THENCE SOUTH ALONG A LINE PARALLEL WITH SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 4.74 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 3.70 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 4.74 FEET TO THE NORTH LINE OF SAID BLOCK 80; THENCE EAST ALONG SAID NORTH LINE A DISTANCE OF 3.70 FEET TO THE POINT OF BEGINNING

PARCEL D:

ALL OF THE PROPERTY AND SPACE LYING BETWEEN HORIZONTAL PLANES WHICH ARE 21.00 FEET (NOMINAL PLAZA ELEVATION) AND 51.00 FEET, RESPECTIVELY, ABOVE CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF BLOCK 80 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, FLUNOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF FUNCK 80 WHICH IS 182.08 FEET (AS MEASURED ALONG SAID NORTH LINE) WEST OF THE WEST LINE OF SOUTH WACKER DRIVE AS SAID WEST LINE IS PRESENTLY IMPROVED AND OCCUPIED. BEING THE WEST LINE OF THE EAST 54.00 FEET OF SAID BLOCK 80 AS SURVEYED AND MARKED BY THE CITY OF CHICAGO PURSUANT TO THE CRIMANCE RELATING TO THE WACKER DRIVE ROUTE OF THE COMPREHENSIVE SUPER HIGHWAY SYSTEM PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 5TH WAY OF SEPTEMBER 1946, AND RUNNING THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID NORTH LINE OF BLOCK 80 A DISTANCE OF 24.00 FEET; THENCE WEST ALONG . LINE WHICH IS 24.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF BLOCK 80 A DISTANCE OF 23.54 FEET TO AN INTERSECTION WITH THE DOCK LINT, ON THE EAST SIDE OF THE SOUTH BRANCH OF THE CHICAGO RIVER BETWEEN ADJISON AND HONROE STREETS AS ESTABLISHED BY ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 28TH DAY OF FEBRUARY 1946; THENCE NORTHEASTWARDLY ALONG SAID DOCK LINE A DISTANCE OF 24.02 FEET TO SAID NORTH LINE OF BLOCK 80; THENCE EAST ALONG SAID NORTH LINE A DISTANCE OF 22.50 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Permanent Tax No. 17-16-200-023

Appress of Proporty 105. Wacker Chicago, IL.

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