RIDER "B"

Chicago Mercantile Exchange Center Trading Floor

Waiver of Mechanics' Lien Rights

(To be recorded by the Recorder of Deeds of Cook County, )
(Illinois, per Ill. Rev. Stat. 1975, Ch. 82, Sec. 21, and)
(returned to Construction Manager herein. )

THIS WAIVER OF MECHANICS' LIEN RIGHTS is made as of the 28th day of July, 1986, by BEDARD & MORENCY (herein called "Contractor"), and is hereby given and delivered to the CHICAGO MERCANTILE EXCHANGE (herein called "Owner") acting by and through B. WILSON, LTD., an Illinois corporation having its principal office at 2080 Stonington Avenue, Hoffman Estates, Illinois 60195-2015 (herein called "Construction Manager"), as Agent for Owner.

RECITAL

Contractor has entered into a written agreement of even date herewith (herein called the "Contract") with Owner to provide all materials, equipment, labor and services and related items and appurtenances, and related work necessary in and for the Upper Trading Floor - 7th Floor (hereinafter collectively called the "Work") on the property in Cook County, Illinois (the "Property") more particularly described on Exhibit 1.

WAIVER AND RELEASE OF LIEN RIGHTS

In consideration of the execution and delivery of the Contract by Construction Manager, which is hereby acknowledged by Contractor, Contractor does now hereby fully and completely waive and release, for Contractor and Contractor's heirs, successors and assignees, and for all of Contractor's subcontractors and their respective subcontractors, any and all claims of, or right to mechanics' liens under the statutes of the State of Illinois, against, or with respect to, the Property, or any portion thereof, or any improvements thereon, or with respect to the estate or interest of any person whatsoever in the Property or improvements, or any portion thereof, or with respect to any material, fixtures, apparatus or machinery to be furnished to the Property or with respect to any moneys or other considerations which may be due at any time hereafter from Owner to Contractor, which claim of lien might be asserted by reason of the doing, making or furnishing heretofore or at any time hereafter, by Contractor or Contractor's heirs, successors, assignees, materialmen, subcontractors, or sub-subcontractors of any labor, services, material, fixtures, apparatus, machinery, improvements, repairs of alterations to or on the Property or the improvements thereon.



86343377

Contractor further agrees that upon the completion of the performance of the Contract, the Property shall be delivered to Owner free and clear of any mechanics' liens not only of Contractor but also of any and all of the subcontractors, materialmen, laborers, or sub-subcontractors who may furnish any labor, material, services, fixtures, apparatus or machinery in connection with the Work, whether such liens relate to the Property or to any moneys or other considerations which may be due at any time hereafter from Owner to Contractor, to any of the subcontractors, or to any of the sub-subcontractors and Contractor agrees to indemnify, defend and hold Owner and Construction Manager harmless from and against any such claims or liens.

It is expressly agreed that the effect of this waiver shall not be impaired, affected or diminished by the provisions of the Contract relating to the production, from time to time, of further written waivers of liens, or by any other provisions apparently inconsistent with this waiver.

WITNESS the due execution hereof as of the day and year first above written.

CONTRACTOR: BEDARD & MORENCY

By: Robert J. Morency
Its: President

ATTEST:

George R. Morency
Secretary

(Affix Corporate Seal)





THIS INSTRUMENT WAS PREPARED BY:

B. Wilson, Ltd.
Agent For Chicago Mercantile Exchange
2080 Stonington Avenue
Hoffman Estates, IL 60195

8 6 3 4 3 3 7 7

## ACKNOWLEDGEMENT

STATE OF ILLINOIS )
) SS:
COUNTY OF COOK )

I, [illegible], a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT [illegible], President and [illegible], Secretary, of BEDARD & MORENCY, a(n) [illegible] corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, and the said Secretary acknowledged that he/she, as custodian of the corporate seal of said corporation, did affix said corporate seal to said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for said uses and purposes.

GIVEN under my hand and notarial seal this 10th day of July, 1986.

[illegible]
Notary Public

MY COMMISSION EXPIRES:

August 2, 1986



86343377

SEPT-01 RECORDING $13.25
T#2323 TRAN 2680 06/08/86 13:45:00
#6469 # A *-86-343377
COOK COUNTY RECORDER

86 343377

13 — MAIL

17-16-200-026

EXHIBIT "1"

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, LYING EAST OF 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, AND LYING WEST OF THE WEST LINE OF THE EAST 54.00 FEET OF SAID BLOCK 80, AS SAID WEST LINE WAS ESTABLISHED BY 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.

EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A WESTWARD EXTENSION OF THE 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 EXTENSION AND ALONG SAID NORTH LINE OF BLOCK 80, A DISTANCE OF 36.00 FEET;

THENCE SOUTH ALONG A STRAIGHT LINE, DRAWN PERPENDICULARLY FROM SAID NORTH LINE, 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 SOUTH BRANCH OF THE CHICAGO RIVER; AND

THENCE NORTHWARDLY ALONG SAID DOCK LINE A DISTANCE OF 30.03 FEET TO THE POINT OF BEGINNING; AND

ALSO EXCEPTING THEREFROM THAT PART THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH 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 THE SOUTH LINE OF SAID BLOCK 80, A DISTANCE OF 20.00 FEET;

THENCE NORTH ALONG A STRAIGHT LINE DRAWN PERPENDICULARLY FROM SAID SOUTH LINE A DISTANCE OF 20.00 FEET;

THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 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; AND

THENCE SOUTHWARDLY ALONG SAID DOCK LINE A DISTANCE OF 20.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 83,587 SQUARE FEET (1.9189 ACRES) OF LAND, MORE OR LESS.

Please mail to:

Chicago Mercantile Exchange
ATTN: MAX Solomon
10th FLOOR - LEGAL DEPARTMENT.
30 S. WACKER DRIVE

CHICAGO, ILL.
60606.