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(Short Form)

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CHICAGO, ILLINOIS

AGREEMENT OF LEASE ("Lease") made as of this 9th day of December, 1986, by and between LASALLE NATIONAL BANK, not individually but as trustee (the "Trustee") under a trust agreement dated November 21, 1986 and known as Trust No. 111774 (the "Trust"), MKDG/BUCK 123 Partnership, an Illinois general partnership and the sole beneficiary of the Trust (the "Beneficiary"), Trustee and Beneficiary hereinafter sometimes referred to together as "Landlord", and AMERICAN MEDICAL ASSOCIATION, whose present address is 535 North Dearborn Street, Chicago, Illinois 60610 (hereinafter referred to as the "Tenant").

WITNESSETH:

For and in consideration of One and No/100 Dollars (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord does demise and let unto Tenant and Tenant does lease and take from Landlord the premises (the "Premises") which are to contain not less than 250,000 square feet or more than 350,000 square feet of Rentable Area and are to be located in the low-rise portion of a Building which is to be constructed on a parcel of land as legally described on Exhibit A attached hereto, being more commonly described as that parcel which is bounded by Grand Avenue on the north, Wabash Avenue on the east, Illinois Street on the south and State Street on the west, in Chicago, Illinois, upon the terms and conditions and subject to the limitations, terms and conditions more particularly set forth in that certain Lease between Landlord and Tenant dated as of December 9, 1986 (the "Agreement").

In connection with the foregoing, Landlord and Tenant hereby further covenant and agree to the limitations, terms and conditions set forth in the Agreement which are, in part, as follows:

1. Term. The Term shall commence on the Commencement Date (as defined in the Agreement) and end on the last day of the twenty-fifth (25th) Lease Year, unless sooner terminated or extended as provided in the Agreement.
2. Options to Extend. The Term may be extended, at the option of Tenant, for three (3) successive periods of ten (10) years each.

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3. Options to Expand the Premises. Tenant shall have the right, on the terms and conditions set forth in the Agreement, to lease additional space in the sixth, eleventh and sixteenth Lease Years.

4. First Right of Offer. Landlord agrees that, subject to the limitations set forth in the Agreement, if Landlord desires to lease any Affected Space in the Building to any person or entity, Landlord shall first offer, in writing, such Affected Space to Tenant upon the basic economic terms upon which, in Landlord's good faith judgment, Landlord will attempt to lease such Affected Space to others.

5. Anchor Tenant Rebate. In consideration of the contribution to the potential financial success of the Building made by Tenant in making a major commitment to lease space prior to the Commencement of Construction, Landlord agrees to pay to Tenant as an "Anchor Tenant Rebate" certain amounts as specified in the Agreement. The Anchor Tenant Rebate is subject to termination as specified in the Agreement.

6. Approval Over Certain Tenants. Because of the Tenant's representation of the interests of its members and its efforts to bring about improvements in health care, Tenant has certain philosophical concerns relating to the other tenants in the building who are or claim to be in the health or health care related industries. Therefore, Tenant has certain rights of approval over certain other tenants of the building.

7. Limitation on Landlord's Liability. It is expressly understood and agreed by Tenant that none of Landlord's covenants, undertakings or agreements are made or intended as personal covenants, undertakings or agreements by Landlord, its beneficiaries or its partners, and any liability for damage or breach or nonperformance by Landlord shall be collectible only out of Landlord's interest in the Building and no personal liability is assumed by nor at any time may be asserted against, Landlord, its beneficiaries or its partners or any of its or their officers, agents, employees, legal representatives, successors or assigns, all such liability, if any, being expressly waived and released by Tenant.

8. Capitalized Terms. All capitalized terms used in this Lease which are not expressly defined herein shall have the meaning assigned to such terms in the Agreement.

LANDLORD:

LASALLE NATIONAL BANK,
as Trustee as aforesaid

Attest:


Assistant Secretary

By:



Assistant Vice President

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MKDG/BUCK 123 PARTNERSHIP,
an Illinois general partnership

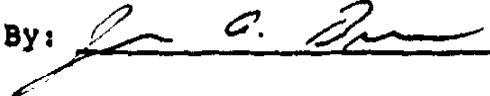
By: Miller-Klutznick-Davis-
Gray Co., a Colorado
general partnership

By:


Thomas J. Klutznick

By: BUCK 123 COMPANY,
an Illinois corporation

By:



TENANT:

AMERICAN MEDICAL ASSOCIATION

By:



This document prepared
by and mail to:

Paul D. Monson
Sidley & Austin
One First National Plaza
Chicago, Illinois 60603

Property of Cook County Clerk's Office

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State of Illinois)
) SS.
County of Cook)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above-named William H. Miller President and William H. Miller Secretary of the LaSalle National Bank, as Trustee aforesaid, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such William H. Miller President and William H. Miller Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth, and the said William H. Miller Secretary then and there acknowledged that said William H. Miller Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said William H. Miller Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal on June 10, 1987.

Marla Framarin
Notary Public

My Commission expires 4-28-90.

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EXHIBIT A

Legal Description (Block 123):

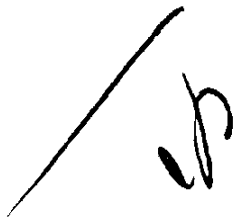
Lots 1 through 12, both inclusive, together with the vacated East-West Alley South of and adjoining said Lots 1 through 6 and lying North of and adjoining said Lots 7 through 12, in Block 15 in Kinzie's Addition to Chicago in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian.

P.I.N.: 17-10-123-001 through
17-10-123-012

Address: Northeast Corner of State Street
and Grand Avenue, Chicago, Illinois

87328687

MAIL



DEPT-01 RECORDING \$16.40
T#1111 TRAM 3271 66/16/87 15:10 00
#9760 # A *-87-328687
COOK COUNTY RECORDER

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Mail To:

Sidley + Austin
One First National Plaza
46th Floor
Chicago, Illinois 60603
Attention: Connie McClellan