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COOK COUNTY RECORDER

MEMORANDUM OF SUBLEASE

This Memorandum of Sublease dated as of August 31, 1988, by and between Morton Thiokol Inc., a Delaware corporation (hereinafter referred to as "Sublessor") and Chicago Title & Trust Company, as Trustee u/t/a dated August 30, 1988 and known as Trust No. 1091100, an Illinois Trust Company (hereinafter referred to as "Sublessee").

W I T N E S S E T H

That by Sublease (hereinafter called "Sublease") made as of August 31, 1988, Sublessor has subdemised and subleased to Sublessee, and Sublessee has subleased from Sublessor, for a term to run until April 15, 2055 (provided however, that in the event it is established that the Possession Date as referred to the Sublease is other than May 1, 1956, then the term of the Sublease shall end two (2) weeks prior to the ninety-ninth (99th) anniversary of the Possession Date), all of the Premises ("Premises") legally described on Exhibit "A" attached hereto and made an integral part hereof, and commonly known as 110 North Wacker Drive in the City of Chicago, Cook County, Illinois, together with all appurtenances thereto, commencing on the first business day after the date Sublessor has notified Sublessee that Sublessor has vacated possession of the Premises, tendered possession of the Premises to Sublessee and taken possession of the space under the Office Lease (as defined in the Sublease).

This Memorandum of Sublease is made and recorded to give notice of the existence of the tenancy created by the Sublease. The Sublease grants to Sublessee certain rights to construct improvements on the Premises and provides that any lien or claim for lien arising out of any act or omission of Sublessee shall accrue only against the estate of Sublessee and shall be subject to the prior lien of Sublessor thereon and the paramount title and right of Sublessor in and to the Premises and the Sublease.

The Sublease further provides that Sublessee shall not contract for or cause to be contracted for any construction or repairs on or to the Premises, and Sublessee shall cause no work to be done on or materials to be furnished for any construction or repairs on the Premises involving an expenditure of more than Fifty Thousand Dollars ($50,000), without providing in such contract that no lien whatsoever shall be created or arise against the fee estate or leasehold estate of Lessor or the leasehold estate or subleasehold estate of Sublessor (each as defined in the Sublease).

The Sublease further provides that Sublessee has the right to purchase the fee title to the Premises upon and subject to the terms and conditions set forth in the Sublease.

The Sublease further provides that Sublessee has the right of first refusal to purchase the "fee interest" (as defined in the Ground Lease) upon and subject to the terms and conditions set forth in the Sublease.

This document prepared by
[when recorded return to]:
Keck, Mahin & Cate
8300 Sears Tower
233 South Wacker Drive
Chicago, Illinois 60606
Attn: Dennis M. Wilson

Street Address of Property:
110 North Wacker Drive
Chicago, Illinois
P.I.N.: 17-09-440-001

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BOX 15

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IN WITNESS WHEREOF, Sublessor and Sublessee have caused this memorandum of Sublease to be fully executed and sealed as of the day and year first above written.

SUBLESSOR:

MORTON THIOKOL, INC.,
a Delaware Corporation

By: John R. Bower
Title Vice President

ATTEST: Phyllis Phelan
Title: Secretary

(CORPORATE SEAL)

SUBLESSEE:

CHICAGO TITLE & TRUST COMPANY, not personally but as Trustee aforesaid

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Chicago Title and Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY, As Trustee as aforesaid and not personally,

By _____ ASSISTANT VICE-PRESIDENT

Corporate Seal

Attest _____ ASSISTANT SECRETARY

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 Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant 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 Assistant Secretary then and there acknowledged that said Assistant 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 Assistant 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 this ____ day of SEP - 2 1988

Sheila Davenport
Notary Public

"OFFICIAL SEAL"
Sheila Davenport
Notary Public, State of Illinois
My Commission Expires 9/21/91

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EXHIBIT A - LEGAL DESCRIPTION

Leasehold interest as created, limited and defined in Lease between Ben Alpert, Inc., lessor and Morton Salt Company, lessee, dated February 1, 1956 and recorded February 14, 1956 as Document Number 16,493,915, demising and leasing for a term of years beginning May 1, 1956 and ending April 30, 2055, the following described premises, to wit:

A tract of land situated in the City of Chicago bounded and described as follow: to wit:

Commencing at the intersection of the West line of North Market Street (now North Wacker Drive) as now located with the North line of West Washington Street in said City, running thence West along the North line of West Washington Street to the East line of channel of the South branch of the Chicago River; running thence Northerly along said East line of said channel to its intersection with the South line of West Randolph Street; thence East along the South line of West Randolph Street to the West line of North Market Street (now North Wacker Drive) as now located; thence South along the West line of North Market Street (now North Wacker Drive) to the point of beginning in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Number: 17-09-440-001 Volume: 510

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 2nd day of September 1987 by JOHN R. BOWEN and P. MICHAEL PHELPS, the VICE PRESIDENT and SECRETARY respectively of Morton Thiokol, Inc.

OFFICIAL SEAL
JOYCE BRAUN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires June 17, 1990

Notary Public

My Commission Expires: 6-17-90

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____ and _____, the _____ and _____ respectively of Chicago Title and Trust Company, as Trustee aforesaid.

Notary Public

My Commission Expires: _____