CHICAGO TITLE INSURANCE COMPANY ILLINOIS FORM 4

# Real Estate Sale Contract

88074559

1. Madison Plaza II Partnership (Purchaser) agrees to purchase at a price of $ 11,450,000.00 on the terms set forth herein, the following described real estate in Cook County, Illinois:

Lots 1 and 2 in Metropolitian Resubdivision of Lot 5 in block 19 in the original town of Chicago, in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, Cook County, Illinois.

commonly known as 201 North Wells Street, Chicago, Illinois, and with approximate lot dimensions of apprx 12 , 144 S.F. ~~together with the following property presently located thereon:~~

2. Wells Properties, Inc personal Trustee's (Seller) agrees to sell the real estate and the property described above, free of the price and terms set forth herein, and to convey or cause to be conveyed to Purchaser or nominee title thereto by a recordable Stamped ~~warranty~~ deed, with release of homestead rights, if any, and a proper bill of sale, subject only to: ~~(a) covenants, conditions and restrictions of record;~~ (b) ~~private~~, public and utility easements and roads and highways, if any; (c) party wall rights and agreements, if any; (d) existing leases and tenancies (as listed in ~~Schedule A~~ Exhibit attached); (e) ~~special taxes or assessments for improvements not yet completed; (f) installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (g) mortgage or trust deed specified below, if any;~~ (h) general taxes for the year 1986 and subsequent years ~~including taxes which may accrue by reason of new or additional improvements during the year(s) _____ and to~~ and to: Existing mortgage as otherwise provided herein. ~~*Providing same do not effect or impair current uses.~~

3. Purchaser has paid $ 50,000.00 as earnest money to be applied on the purchase price, and agrees to pay or satisfy the balance of the purchase price, plus or minus prorations, at the time of closing as follows: ~~(*see language and subparagraphs not applicable)~~

(a) The payment of $ 50,000.00 within 7 days of approval of the mortgage referred to in Paragraph 1 of Rider and the Balance, at closing.

~~(b) The payment of $ _____ and the balance payable as follows:~~

to be evidenced by the note of the purchaser (grantee), providing for full prepayment privileges without penalty, which shall be secured by a part-purchase money mortgage (trust deed), the latter instrument and the note to be in the form hereto attached at Schedule B, or, in the absence of this attachment, the forms prepared by _____ and identified as Nos. _____ and by a security agreement (as to which Purchaser will execute or cause to be executed such financing statements as may be required under the Uniform Commercial Code in order to make the lien created thereunder effective), and an assignment of rents, said security agreement and assignment of rents to be in the forms appended hereto as Schedules C and D. Purchaser shall furnish to Seller an American Land Title Association loan policy insuring the mortgage (trust deed) issued by the Chicago Title Insurance Company.

(**If a Schedule B is not attached and the blanks are not filled in, the note shall be secured by a trust deed, and the note and trust deed shall be in ~~the forms used by the Chicago Title and Trust Company.~~)

~~(c) The acceptance of the title to the real estate by Purchaser subject to a mortgage or trust deed of record securing a non-personal indebtedness (which the Purchaser [does] [does not] agree to assume) aggregating $ _____ bearing interest at the rate of _____ % per annum, and the payment of a sum which represents the difference between the amount due on the indebtedness, plus the time of closing and the balance of the purchase price.~~

4. Seller, at his own expense, agrees to furnish Purchaser a current plat of survey of the above real estate made, and certified by the surveyor as having been made, in compliance with the Illinois Land Survey Standards to Purchaser, Purchasers lender and the Title Company. Said survey shall be drawn to ALTA specifications by a Surveyor acceptable to Purchaser and shall show freedom of all encroachments or defects.

5. The time of closing shall be on September 8, 1987 or on the date, if any, to which such time is extended by reason of paragraph 2 of the Conditions and Stipulations hereafter becoming operative (whichever date is later), unless subsequently mutually agreed otherwise, at the office of Intercounty Title Company or of the mortgage lender, if any, provided title is shown to be good or is accepted by the purchaser. 1 or before at Purchasers option

6. Seller agrees ~~to pay a broker's commission to _____ in the amount set forth in the broker's listing contract or as follows:~~ to satisfy all real estate brokerage commissions due as a result of this sale and does hereby indemnify and hold harmless Purchaser or its assignee from all such costs including reasonable attorneys fees incurred in defense of any such action.

7. The earnest money shall be held by Kear Realty Consultants, Inc. as the procuring real estate broker, in an interest bearing account with Intercounty Title Company, for the mutual benefit of the parties. interest to Purchaser. Purchaser has dealt with no Broker other than Real Estate Consultants, Inc.

8. Seller warrants that Seller, its beneficiaries or agents of Seller or of its beneficiaries have received no notices from any city, village or other governmental authority of zoning, building, fire or health code violations in respect to the real estate that have not been heretofore corrected.

9. A duplicate original of this contract, duly executed by the Seller ~~and his spouse~~ if any, shall be delivered to the Purchaser within 7 days from the date hereof, otherwise, at the Purchaser's option, this contract shall become null and void and the earnest money shall be refunded to the Purchaser.

This contract is subject to the Conditions and Stipulations set forth on the back page hereof, which Conditions and Stipulations are made a part of this contract.

Dated May 27, 1987

Purchaser Madison Plaza II Partnership BY: SEE RIDER AND EXCULPATION OF PURCHASER INCLUDED THEREIN

(Address) c/o Laser, Schostok, Kolman & Frank 189 West Madison Street, Chgo, Il 60602

Purchaser _____

(Address) _____

Seller BY: Wells Properties, Inc. Its Trustee

(Address) c/o Lawrence Malanfant Perna Companies 8687 E. Via Ventura, Suite 200 Scottsdale, Arizona 85258

Seller _____

(Address) _____

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CONDITIONS AND STIPULATIONS

1. Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent not less than 30 days prior to the time of closing, the plat of survey if one is required to be delivered under the terms of this contract and a title commitment for an owner's title insurance policy issued by the ~~Chicago Title and Trust Company~~ Interchange Title Company in the amount of the purchase price covering title to the real estate on or after the date hereof, showing title in the intended grantee subject only to ~~matters permitted by this contract and to the policy~~, (a) the title exceptions set forth above, and (b) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. Seller also shall furnish Purchaser an affidavit of title in customary form covering the date of closing and showing title in Seller subject only to the permitted exceptions in foregoing items (b) and (c) and unpermitted exceptions or defects in the title disclosed by the survey, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 2 below.

render the title unmarketable

2. If the title commitment or plat of survey (if one is required to be delivered under the terms of this contract) discloses either unpermitted exceptions or survey matters that ~~render the title unmarketable~~ (herein referred to as "survey defects"), Seller shall have 30 days from the date of delivery thereof to have the exceptions removed from the commitment or to correct such survey defects or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions or survey defects, and, in such event, the time of closing shall be 35 days after delivery of the commitment or the time expressly specified in paragraph 5 on the front page hereof, whichever is later. If Seller fails to have the exceptions removed or correct any survey defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects within the specified time, Purchaser may terminate this contract or may elect, upon notice to Seller within 10 days after the expiration of the 30-day period, to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this contract shall become null and void without further action of the parties.

basis of security deposits, employee wages, payroll expenses and other employee benefits acceptable to Purchaser

3. Rents, premiums under assignable insurance policies, water and other utility charges, fuels, prepaid service contracts, general taxes, accrued interest on mortgage indebtedness, if any, and other similar items shall be adjusted ratably as of the time of closing. If the amount of the current general taxes is not then ascertainable, the adjustment thereof ~~except for that amount which may accrue by reason of new or additional improvements~~ shall be on the basis of the amount of the most recent ascertainable taxes. ~~The amount of any general taxes which may accrue by reason of new or additional improvements shall be adjusted as follows:~~ Real estate taxes shall be reprorated upon receipt of the actual bills and Lawrence Malanfant agrees to personally guarantee any reproration payment due to Purchaser its Assignee or the party for whose benefit the property is being acquired, provided, however, that the reproration shall not include increases in valuation resulting from this sale.
**accompanied by current payoff letter based upon payoff immediately after closing

All prorations are final unless provided otherwise herein. Existing leases and assignable insurance policies, if any, shall then be assigned to Purchaser. Seller shall pay the amount of any stamp tax imposed by State law on the transfer of the title, and shall furnish a completed Real Estate Transfer Declaration signed by the Seller or the Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois, and shall furnish any declaration signed by the seller or the seller's agent or meet other requirements as established by any local ordinance with regard to a transfer or transaction tax. Such tax required by local ordinance shall be paid by the Purchaser.

4. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.

or by the failure of purchaser to obtain financing within the mortgage contingency period as set forth in Rider Paragraph 1,

5. If this contract is terminated without Purchaser's fault, the earnest money shall be returned to the Purchaser, with interest thereon, but if the termination is caused by the Purchaser's fault, ~~then at the option of the Seller and upon notice to the Purchaser~~, the earnest money shall be forfeited to the Seller and applied first to the payment of Seller's expenses and then to payment of broker's commission; the balance, if any, to be retained by the Seller as liquidated damages.
Forfeiture of the earnest money deposit shall be sellers sole and exclusive remedy. In the event of Sellers default Purchaser shall have all rights and remedies available to it at law or in equity.

6. At the election of Seller or Purchaser upon notice to the other party not less than 5 days prior to the time of closing, this sale shall be closed through an escrow with ~~Chicago Title and Trust Company~~, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by ~~Chicago Title and Trust Company~~, with such special provisions inserted in the escrow agreement as may be required to conform with this contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of deed shall be made through the escrow and this contract and the earnest money shall be deposited in the escrow. The cost of the escrow shall be divided equally between Seller and Purchaser. ~~(Strike paragraph if inapplicable.)~~

7. Time is of the essence of this contract.

8. Any payments herein required to be made at the time of closing shall be by certified check or cashier's check, payable to Seller.

9. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service.

10. See Rider attached hereto.

Send TO: Loser, Schostok, Shulman & Frank
189 W. Madison, 14th Flr.
Chicago, Il. 60602
attn: P.K.

88074559

7/06/87-SJP-3:35

Rider attached to that certain Real Estate Sales Contract dated May 22, 1987 by and between Wells Properties, Inc., Seller and Madison Plaza II Partnership, Purchaser relating to the property commonly known as 201 North Wells Street, Chicago, Illinois.



1. MORTGAGE CONTINGENCY: This Contract is specifically contingent upon Purchaser within forty-five (45) days from the date of acceptance hereof, obtaining such financing relating to the acquisition of the said property and the improvements to be made thereon after acquisition, as in Purchasers sole and exclusive opinion shall be satisfactory to it. Should Purchaser be unable to obtain such financing within the aforesaid period, then upon written notice to Seller within three (3) days of the expiration of said period of said fact this Contract shall be declared null and void and the earnest money heretofore paid by Purchaser shall be distributed as follows: $50,000.00 shall be paid to the Seller and the balance with interest thereon shall be paid to Purchaser.



2. INSPECTION OF PREMISES: This Contract is specifically contingent upon Purchaser, within twenty-one (21) days from the date of acceptance hereof, obtaining a report of inspection regarding the premises that is satisfactory to

Purchaser in Purchasers sole and exclusive opinion. Should Purchaser not obtain such satisfactory report then upon notice to Seller within seven (7) days of the expiration of said period this Contract shall be declared null and void and all earnest money heretofore paid by Purchaser, with interest thereon shall be returned to Purchaser. During the mortgage contingency period hereinabove referred Seller shall make available to Purchaser the said premises for the purpose of the inspection of same by Purchasers architects, engineers, contractors and other agents. Said access shall be made during normal business hours causing as little interference with the commerce of the tenants of the said building as is possible and subject to tenants leases. The Purchaser acknowledges that it is purchasing the property "As-is" and without any representations or warranties from Seller except as specifically set forth in this Contract.

3. PERSONAL PROPERTY: Seller shall provide a bill of sale for all of the personal property utilized by Seller or sellers agents in the operation of said building and upon the premises upon the date of the acceptance of this Contract. Said personal property need not be specifically identified but shall include all such property falling within the class hereinabove described. All personal property shall be

purchased in "As is - where is" condition.

4. REPRESENTATIONS: At the execution of this agreement, and again at closing Seller shall deliver to Purchaser a rent roll of the premises ("RENT ROLL") dated as of the date hereof and as of the closing, showing the identification of each rental space on the premises, whether leased or not, and for each such space, the name of a tenant, the term of the lease, the monthly rent payable, the unapplied amount of any security deposit held, all delinquencies in rent, and any other special terms and conditions, accompanied by true and exact copies of the leases which are attached hereto as exhibits A-1 thru A-45.

Seller and Seller's sole shareholder Lawrence Malanfant make the following representations, warranties and covenants to and with the Purchaser, which representations, warranties and covenants are material, are being relied upon by Purchaser, and shall continue to be true at the time of closing and shall survive the closing hereof:

A. That the Rent Roll is complete and all information therein accurate as of its date, and with regard to said leases that:

(i). There are no leases or tenancies with respect to the premises or any part thereof or

amendments to or modifications of such leases or tenancies except as set forth in the Rent Roll;

(ii). No tenant has paid any rent in advance except for the current month;

(iii). No tenant is entitled to any contractual concession, rebate, allowance or other benefit as provided in exhibit B;

(iv). No tenant has any option or other right to purchase the premises or the improvements or any part thereof or interest therein;

(v). No tenant has any right to extend or renew its lease except as set forth therein.

(vi). Seller knows of no default of any tenant in any such lease except as set forth in the Rent Roll.

(vii). No real estate or other commissions are due as a result of any such lease or any extension thereof.

B. That there are no service agreements, management agreements or other contracts with respect to the premises or any part thereof that would bind Purchaser or constitute a lien against the

premises except as listed in exhibit C attached hereto copies of all of which agreements shall be tendered to Purchaser within twenty-one (21) days from acceptance hereof and this Contract shall be subject to Purchasers review and acceptance of same within twenty-one (21) days from the date of delivery of said agreements.

C. That Purchaser has received true, correct and complete copies of each lease referred to in the Rent Roll together with all amendments thereto, and the copies of the leases so delivered constitute in each case the entire agreement with such tenant.

D. That neither Seller, or its shareholders, officers, or agents have ever received any notice from any governmental authority of any special tax or assessment to be levied against the premises.

E. That there are no pending or threatened litigation, governmental investigations, or like proceedings before any Court, tribunal, or other governmental agency respecting the premises or the operation of the premises by Seller or sellers agent which, if adversely determined, would effect

title to the premises or give rise to a lien thereon.

F. That there are no pending or threaten condemnation or eminent domain proceedings against the premises or any part thereof.

G. Attached hereto as exhibit D is a list of employees presently employed by Seller in the operation and maintenance of the premises and the wages and other benefits presently paid such employees, all of which are true and correct as of the date hereof; There are no contracts covering such employees other than as set forth on said exhibit, and their employment may be terminated at the option of Seller or the owner of the premises upon not more than thirty (30) days prior written notice (except as set forth on exhibit C).

5. <u>INDEMNIFICATION FOR INCOME TAXES:</u> Sellers sole stockholder Lawrence Malanfant does hereby individually and personally indemnify and hold harmless Purchaser from any State of Illinois income tax claims of Seller, which might be claimed against Purchaser or Purchasers nominee.

6. <u>SELLERS ACTIONS BETWEEN THE DATE OF THIS AGREEMENT AND THE DATE OF CLOSING:</u>

A. That Seller will not suffer, permit or allow any agent to enter into any new lease for all or any part of the premises without the written consent of the Purchaser, which consent may be withheld by Purchaser in Purchasers sole and uncontrolled discretion, provided however, that Seller may, without the consent of Purchaser, extend on a month-to-month basis the leases of current tenants in the premises which expire prior to the closing, provided that any such extended tenancy is terminable on thirty (30) days notice and provided further that Seller may in addition enter into leases with tenants acceptable to Purchaser and meet Purchasers minimum standards as set forth in exhibit E attached hereto;

B. That neither Seller nor Seller's agents shall permit or cause Seller to sell, transfer, convey or encumber or cause to be sold, transferred, conveyed or encumbered the premises or any part thereof or interest therein, or alter or amend the zoning classification of the premises, or otherwise perform or permit any act or deed with shall encumber the premises or prevent Seller

from performing fully its obligations hereunder;

C. That Seller will maintain the existing fire and extended coverage casualty insurance in force with respect to the premises in an amount equal to the purchase price hereunder. Copies of such policies shall be provided to Purchaser with forty-five (45) days from the date of acceptance hereof.

D. That Seller will continue to perform normal and regular maintenance upon the premises (and all services relating thereto) and shall maintain the premises in the same condition as on the date of this Agreement, reasonable wear and tear excepted and all services relating thereto.

7. NATURE OF CONVEYANCE: (a) Seller acknowledges and understands that Purchaser is acquiring the premises in order to effectuate a like-kind exchange for Federal Income Tax purposes with a third party. Accordingly, in the event that Purchaser so elects, Seller agrees, subject to the conditions of subparagraph (b) below, to cooperate fully in structuring the sale of the premises to qualify as a like-kind exchange to such third party, as well as structuring the sale of the premises to minimize any other tax consequences, in the manner elected by Purchaser, and Seller agrees to execute any and all documents necessary to so

accommodate Purchaser. In this regard, Seller agrees to transfer the premises in any format directed by Purchaser including, but not limited to, liquidating the Seller and transferring the premises to Purchaser or Purchaser's nominee; contributing the premises to a partnership whose interests are owned by Seller and a shareholder or wholly-owned subsidiary of Seller and assigning all of such partnership interests to Purchaser or Purchaser's nominee; selling or assigning the stock of Seller to Purchaser or Purchaser's nominee; selling or assigning the beneficial interests of a land trust holding title to the premises to Purchaser or Purchaser's nominee; or any combination of the above that Purchaser elects. Such transactions are listed only for purposes of indicating examples and are not intended to limit Purchaser's ability to structure the transaction in any manner it elects.

(b) Seller's agrement to accommodate Purchaser as provided in subparagraph (a) above is conditioned upon: (i) that following such accommodation, Seller shall receive the amount of funds Seller would have received had the transaction involved a direct sale of the premises to Purchaser, (ii) that Purchaser shall pay all expenses incurred by Seller in so accommodating Purchaser which exceed the expenses Seller would have incurred had the

transaction involved a direct sale of the premises to Purchaser, (iii) that all documents related to said transaction shall be prepared by Purchaser tax and (iv) that Seller shall suffer no adverse tax consequence or other liability in excess of that which would otherwise be incurred, as a result of Sellers participation except as to costs relating to State of Illinois real estate transfer taxes and interest or penalty thereon.

(c) Prior to and in connection with the transfer of the premises, Purchaser shall have the right to require Seller to encumber the premises with a mortgage, without recourse to Seller, in an amount determined by Purchaser, which mortgage shall be negotiated and assumed by Purchaser or Purchaser's nominee.

8. ALLOCATION OF PURCHASE PRICE: The parties shall make a good faith effort to mutually agree upon an allocation of the purchase price on or prior to closing.

9. CLOSING DOCUMENTS: At closing Seller shall tender to Purchaser the following documents, in addition to such other documents as shall normally be tendered at closing or are required hereby.

A. Letter to tenants advising of this sale and directing future rents to be paid to Purchaser or at Purchasers

direction.

B. Assignment of all leases, tenancies and security deposits.

C. All original leases.

D. All original contracts affecting the building.

E. Copies of all original books and records regarding the operation of the building including but not limited to:

(i) Financial statements for the building for the years 1984, 1985 and 1986 and

(ii) the income and expenses statement for the first half of 1987.

F. All plans and specifications regarding the building.

G. An affidavit stating Sellers U.S. Taxpayer Identification Number and that Seller is a "United States Person" as defined by Internal Revenue Code Section 1445 (F) (3) and Section 7701 (b).

H. All conveyance documents provided for in this agreement or otherwise reasonably required to vest Purchaser with the estates and interests to be acquired by it.

10. NON-DISCLOSURE: The parties agree to refrain from disclosing any of the terms of this sale including price and to require their attorneys and real estate brokers to join in this non-disclosure.

11. Exculpation of Purchaser

This Contract is executed by MADISON PLAZA II PARTNERSHIP for the sole purpose of effecting a tax free exchange of real estate with First State Bank and Trust Company of Park Ridge Trust No. 700 and Jules Laser, Stephen Schostock, Milton Kolman, Henry Frank and Stephen Pokorny (collectively "Exchange Sellers"). By Seller's execution of this Contract, Seller acknowledges and agrees that (A) in no event shall Madison Plaza II Partnership or the partners thereof have any personal liability of any kind hereunder, however arising, whether direct, indirect, contingent or otherwise, all such liability, if any, being expressly by Seller and by each and every person now or hereafter claiming by or through Seller, and that Seller's sole and exclusive remedy in the event of any breach or default of Purchaser of any kind or nature whatsoever, or by reason of any other act or omission of Purchaser hereunder, shall be to retain the earnest money then on deposit hereunder, if any; and (B) that the provisions of paragraphs 1, 2, 7, 8 are included herein for the benefit of the Exchange Sellers, and each reference to "Purchaser" therein shall be deemed to refer to the Exchange Sellers unless the context thereof clearly requires otherwise.

WELLS PROPERTIES, INC.

By: _____, Trustee
Seller

_____
Lawrence Malanfant

MADISON PLAZA II PARTNERSHIP

By: _____
General Partner

By: _____
General Partner

EXHIBIT "A-1" THRU "A-45"

EXHIBIT "A"

| | TENANTS | SPACE |
|---|---|---|
| 1. | ~~201 Wells Corporation~~ Centennial Restaurant | Lobby 201 |
| 2. | Ashwin Shah | Lobby 205 |
| 3. | Christ Kyriakopulos | Lobby 209 |
| ~~4.~~ | ~~Instant Printing Corporation~~ | ~~Lobby 210 & 824~~ |
| 5. | Loop Camera Mart | ~~102~~ Lobby 207 |
| 6. | Great Lakes Maintenance and Security Corp. | 408 |
| 7. | Linda A. Balhorn | 410 |
| 8. | Vega Travel Service, Inc. | 430 |
| 9. | S.J. Kerwin & Associates | 614 |
| 10. | Purchase Management Association of Chicago | 618 |
| 11. | Data Staff Resources | 620 |
| 12. | American Ambassador Casualty Company | 700 |
| 13. | Databasics, Inc. | ~~702~~ 742 |
| 14. | A.B. Reuter | 706 |
| 15. | J.P. Accounting - James Potts Accountants | 712 |
| 16. | Chicago Teachers Union | 800, 818, 900, 1000 |
| 17. | Arnold Roberts & Assoc., Inc. | 820 |
| 18. | The Computer Company | 822 |
| 19. | Jacobs, Burns, Sugarman & Orlove | ~~Portion of~~ 19th Floor and 836 |
| 20. | Dennis Dudley | 838 |
| 21. | W.E. Doherty & Associates | 842 |





10/21/87

| | | |
|---|---|---|
| 22. | United Teachers Credit Union | 1010 |
| 23. | United Progressive Caucus | 1200 |
| 24. | Legal Secretarial Services, Ltd. | 1206 |
| 25. | ~~Alan J. Altheimer d/b/a LaSalle Associates~~ | ~~1242~~ |
| 26. | H.S. Nachman & Assoc., Inc. | 1300 |
| 27. | Child Care Association of Illinois | 1342 |
| 28. | Municipal Revenue Associates, Inc. | 1400 |
| 29. | Community Title Guarantee Co. | 1420 |
| 30. | Carl Jeppson Company | 1430 |
| 31. | Sidney M. Fields, Indiv. d/b/a Fields International | 1442 |
| 32. | J. Michael Madda | 1500 |
| 33. | Robert L. Haag | 1520 |
| 34. | Restrepo Group, Inc. | 1600 |
| 35. | Central Baptist Childrens Home, Inc. | 1642 |
| 36. | International Brotherhood of Electrical Workers, AFL-CIO Local 165 | 1700 & 1730 |
| 37. | Thomas G. Krebs & Associates | 1735 |
| 38. | Heffner, Ryan, Ryder & Associates | 1800 |
| 39. | ~~American Federation of State County~~ | ~~1854~~ |
| 40. | Gary Sternberg | 2012 |
| 40a. | Office of the Building | 2000 |
| 41. | Lubecky & Associates | 2020 |
| 42. | Visually Handicapped Managers of Illinois, Inc. | 2100 |
| 43. | Dr. Carlos Rotman & Dr. Nasiruddin Rangl d/b/a Wells Family Planning Center | 2400 & 2500 |
| 44. | Orliksen, Bunda, Moell, Inc. | 2600 |
| 45. | Stillot & DeMeo, Ltd. | 2700 |

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| | | |
|---|---|---|
| 46. | Bache Bayer Co. | 1410 ) Moving to 1208 |
| 47. | United Parcel Service, Inc. | Lobby |
| 48. | Illinois Bell Telephone Company | Lobby |
| 49. | Federal Express Corp. | Lobby |

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ACCOUNTS RECEIVABLE

Tenant ~~Advance Rent~~ Past Due
Exhibit B

| Suite | Tenant | Amount |
|---|---|---|
| 620 | Data Staff Resources | 181.60 |
| 712 | J. P. Accounting | 599.98 |
| 742 | Databasics | 1,221.61 |
| 820 | Roberts, Arnold | 56.28 |
| 842 | Doherty & Associates, Wm. E. | 332.78 |
| 1206 | Legal Secretarial Service | 2.16 |
| 1300 | Nachman Associates, H.S. | 41.51 |
| 1430 | Jeppson Co., Carl | 161.33 |
| 1642 | Central Baptist Family Services | 257.19 |
| 1735 | Krebs & Associates, C.G. | 279.88 |
| 1800 | Heffner, Ryan, Ryder & Associates | 1,053.38 |
| 2012 | Sternberg & Associates, Gary | 8.42 |
| 2700 | Stillo & DeMeo Unlimited | 137.63 |
| | Totals | 4,333.75 |

ACCOUNTS RECEIVABLE
TENANTS' PAST DUE
EXHIBIT B

| Suite | Tenant | 10/22/87 Bal. Due |
|---|---|---|
| 620 | Data Staff Resources | 1,988.20 |
| 700* | Pollina & Phelan | (941.20) |
| 712 | J. P. Accounting | 717.74 |
| 842 | Doherty & Associates, Wm. E. | 1,479.62 |
| 1206 | Legal Secretarial Service | 117.98 |
| 1400 | Municipal Revenue | 1,782.14 |
| 1410 | Bache Bayer Co. | 1,511.01 |
| 1430 | Jeppson Co., Carl | 933.73 |
| 1735 | Krebs & Associates, J.G. | 529.48 |
| 1800 | Heffner, Ryan, Ryder & Associates | 4,831.56 |
| 1850 | American Federation of State, County & Municipal Employees | 1,084.00 |
| 2012 | Sternberg & Associates, Gary | 1,439.52 |
| | Totals | 15,469.78 |

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Service Agreements
Exhibit C

1. Chicago Elevator Company - Elevator Maintenance Contract No. 130042

2. Chicago Elevator Company - Installation of Speed Controls on Passenger Elevators

3. Corporate Security, Inc. - Security Service

4. Crescent Cleaning Company - Cleaning Service

5. Agreement between Building Owners and Managers Association of Chicago and International Union of Operating Engineers Local 399 - Building Engineers

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List of Employees
Exhibit D

Elaine Swanson

Oscar Fox

Bob Essenberg

Building Lease Standards
Exhibit E

| | |
|---|---|
| Rate: | $16.00 per rentable square foot minimum base rent. |
| Pass Throughs: | Electric and increases in operating expenses and real estate taxes over a base year of 1987. |
| Escalation: | $.50 per square foot per year minimum increase. |
| Term: | 5 years maximum. No options to extend or expand. |
| Tenant Improvements: | $7.00 per rentable square foot. |
| Free Rent: | Maximum of 6 months, but all rents to commence not later than 1/1/88. |
| Tenant Quality: | We reserve the right to pass on the acceptability of any tenant from a credit and building compatibility basis. |

LEGAL DESCRIPTION

Lots 1 and 2 in Metropolitan Resubdivision of Lot 5 in Block 19 in the original Town of Chicago Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.



Prepared by: Stephen J. Pokorny

After recording, deliver to:

Stephen J. Pokorny
LASER, SCHOSTOK, KOLMAN & FRANK
189 West Madison St., #1400
Chicago, Illinois 60602

17-09-418-010 Lot 1
011 " 2 K
H-H-2

T#2222 TRAN 3595 02/22/88 09:34:09
#6194 # B *-88-621509
COOK COUNTY RECORDER

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