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CONSENT, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT dated ~~November~~ February 24, 1988, 1987, between Richard J. Meyer, as Trustee under Trident Investment Management, Inc.-Meyer Investment Properties, Inc., Public Pension Fund I-1983, Group Trust Agreement dated as of February 29, 1984, of 401 North Michigan Avenue, Suite 525, Chicago, Illinois 60611 (hereinafter referred to as "Mortgagee") and 326 South Wells Corporation, 111 West Jackson Blvd., Chicago, Illinois 60604 an Illinois corporation, (hereinafter referred to as "Operator").

W I T N E S S E T H:

WHEREAS, Mortgagee is the holder of a promissory note in the principal sum of $13,500,000.00, which is secured by a Mortgage dated July 1, 1985 made by LaSalle National Bank, a National Banking Association as Trustee and known as Trust Number 10-27044-09 ("Trustee") to Mortgagee (the "Original Mortgage"); and

WHEREAS, the promissory note was subsequently amended to reflect an additional advance of $465,000.00 and consequently the Original Mortgage was amended by that certain Amendment to Mortgage dated September 28, 1987 made by Trustee (the "Amended Mortgage") (the Original Mortgage and Amended Mortgage are hereinafter referred to as the "Mortgage");

WHEREAS, Trustee and Century Limited Partnership, an Illinois limited partnership, sole beneficiary of the aforesaid land trust, as Owner, and Operator have entered into a certain written Management Agreement dated as of November 20, 1987 (hereinafter referred to as the "Management Agreement"), whereby Operator is operating a parking garage (the "Garage") on a portion of certain premises ("premises") in the City of Chicago, County of Cook and State of Illinois, the legal description of which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, pursuant to the Management Agreement, Operator has agreed to advance monies to or for Owner's account to allow Owner to purchase certain Improvements (as defined in the Management Agreement) for the improved operation of the Garage, said advances being evidenced by a certain Collateral Note; and

WHEREAS, Operator desires to secure repayment of said Collateral Note by obtaining a security interest in the Improvements, pursuant to a Security Agreement to be executed by Owner and Operator; and

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WHEREAS, pursuant to the Management Agreement, certain signage will be installed in the Garage with Operator's trademarked logo thereon, which signage will be the property of Operator and removable upon termination of the Management Agreement; and

WHEREAS, the lien of the Mortgage is superior to Operator's estate in the Garage and security interest in the Improvements; and

WHEREAS, Operator desires to be assured of its continued ability to operate the Garage and use the Improvements and equipment located in the Garage provided that by these presents Operator agrees to attorn to Mortgagee or a purchaser at a foreclosure of the Mortgage in the event of foreclosure or otherwise and further desires that its security position in the Improvements and interest in the signage containing its trademarked logo be superior to the lien of the Mortgage.

NOW THEREFORE, in consideration of the promises and of the sum of $1.00 by each party in hand paid to the other, it is hereby mutually covenanted and agreed as follows:

1. Mortgagee agrees that in the event it should become necessary to foreclose the Mortgage, or Mortgagee should come into possession or ownership of the premises, Mortgagee will not disturb the use and occupancy by Operator of the Garage under said Management Agreement so long as a breach of any of the terms, covenants or conditions of said Management Agreement (as defined in said Management Agreement) by Operator has not occurred.

2. In the event any proceedings are brought for the foreclosure of the Mortgage or in the event of a conveyance of the property constituting security described in the Mortgage in lieu of foreclosure thereof: (a) Operator agrees for itself that it will attorn to the purchasers or new owner as the Owner under said Management Agreement: and (b) Mortgagee agrees to recognize and be bound, as substitute Owner, by the terms and conditions of said Management Agreement, except that such recognition shall not be deemed of itself an acknowledgement of the validity of any then existing claims of Operator against the prior Owner. Operator agrees to execute and deliver to any said purchaser such further assurances and other documents, including a new agreement upon the same terms and conditions as the said Management Agreement, confirming the foregoing as such purchasers may reasonably request. Operator hereby waives the provisions of any statute or

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rule of law now or hereafter in effect which may give or purport to give it any right or election to terminate or otherwise adversely affect the said Management Agreement and the obligations of Operator thereunder solely by reason of any such foreclosure proceedings.

3. Mortgagee waives any and all rights which Mortgagee may have under the Mortgage to the proceeds of any insurance upon Operator's leasehold improvements.

4. Mortgagee hereby consents to the execution of the Management Agreement by Trustee and Century Limited Partnership.

5. Mortgagee hereby agrees to subordinate the lien of its mortgage to Operator's security interest in the Improvements and interest in the signage containing Operator's trademarked logo.

6. Anything to the contrary herein notwithstanding, Mortgagee shall not be:

   (a) liable for any act or omission of any Owner prior to the date of Mortgagee's acquisition of the interests in the property;

   (b) subject to any offsets or defenses under said Management Agreement which Operator might have against any prior Owner.

7. The parties hereto agree to execute such additional documents and do such additional acts as are necessary to effectuate the purposes of this Agreement.

8. This Agreement may not be modified orally or in any other manner except by an agreement in writing signed by the parties hereto or their respective successors in interest.

9. The provisions of this Agreement are binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto.

The agreements of Mortgagee contained herein shall be binding upon each assignee of the Mortgage, any receiver in a proceeding to foreclose the Mortgage, a purchaser at any foreclosure sale or the Mortgage and the owners

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from time to time of the security for the Mortgage (whether through foreclosure or a deed in lieu of foreclosure).

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first above written.

Witness:

Name

MORTGAGEE:
RICHARD J. MEYER as Trustee under Trident Investment Management, Inc.-Meyer Investment Properties, Inc., Public Pension Fund I-1983, Group Trust Agreement dated as of February 29, 1984

By:
Its:

ATTEST:

Name Virgil DiPietro
Secretary

OPERATOR:
326 SOUTH WELLS CORPORATION

By:
John W. Hammerschlag
Its: President

STATE OF California)
) SS
COUNTY OF Orange)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Richard J. Meyer as Trustee under Trident Investment Management Inc.--Meyer Investment Properties, Inc., Public Pension Fund I--1983, Group Trust Agreement dated as of February 29, 1984, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trustee, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as a free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24th day of February, 1989.

Sandy J. Brown
Notary Public

My Commission Expires:
December 6, 1991

OFFICIAL SEAL
SANDY J. BROWN
Notary Public-California
ORANGE COUNTY
My Comm. Exp. Dec. 6, 1991

OFFICIAL SEAL
SANDY J. BROWN
Notary Public-California
ORANGE COUNTY
My Comm. Exp. Dec. 6, 1991

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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, Carol A Turner, a Notary Public in and for said County, in the State aforesaid, do hereby certify that John W. Hammerschlag, personally known to me to be the President of 326 South Wells Corporation, an Illinois corporation, duly licensed to transact business in the State of Illinois, and Virgil DiPietro, personally known to me to be the _____ Secretary of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as President and _____ Secretary of said corporation, and caused the Corporate Seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9th day of March, 1987.

OFFICIAL SEAL
CAROL A TURNER
NOTARY PUBLIC STATE OF ILLINOIS

Carol A Turner
Notary Public

My Commission Expires:

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EXHIBIT A

PARCEL 3:

THE EAST 207 FEET OF THE SOUTH 1/2 OF LOT 11 IN BICKERDIKE'S AND STEELE'S SUBDIVISION IN THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

14-28-119-006-0000 CAO

PARCEL 4:

LOTS 18 AND 19 IN RAWORTH AND OTHERS SUBDIVISION OF PART OF LOTS 11, 12, 15 AND 16 IN BICKERDIKE'S AND STEELE'S SUBDIVISION IN THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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-004 19

P.I.N.: ~~14-28-119-003~~
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~~14-28-119-006~~
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DEPT-01 RECORDING $17.25
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COOK COUNTY RECORDER

Return to:

David R. Dugie, Esq.
Katten Muchin Zavis
525 W. Monroe
Chicago, Il.
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