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SITE AGREEMENT NO. 101 - PARK RIDGE, ILLINOIS

THIS AGREEMENT, made as of the 6th day of September, 1989, between LASALLE NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated December 30, 1982 and known as Trust Number 105328 and SUMMIT SQUARE PARNERSHIP, an Illinois general partnership, as 100% beneficial owner of said Trust Number 105328 (collectively "Lessor"), and CELLULAR ONE - CHICAGO, a division of SOUTHWESTERN BELL MOBILE SYSTEMS, INC., a corporation incorporated under the laws of the State of Delaware and the Commonwealth of Virginia ("Lessee"):

W I T N E S S E T H:

IN CONSIDERATION of the terms hereof, the parties hereto agree as follows:

1. Lessor hereby demises and leases to Lessee certain premises consisting of certain indoor space in the penthouse, certain outdoor space on and above the roof and parapet walls, and certain outdoor wall space, all of which are part of the building ("Building") commonly known as Summit Square Retirement Home, located on the real estate (the "Real Estate") situated in the City of Park Ridge, in the County of Cook and State of Illinois, described in Exhibit A and depicted in Exhibit B, both of which are attached hereto and made a part hereof, which premises are partially and approximately depicted on those certain drawings identified as Cellular One Chicago Site Development Touhy and Busse Site 101, Job Number 58924, prepared by Louis C. Cordogan Architect P.C., pages numbered A-1 through A-4, dated April 21, 1989, copies of which are attached hereto and made a part hereof as Exhibit C (which premises shall hereinafter collectively be called the "Premises), and hereby grants and conveys to Lessee certain Easements (as such phrase is hereinafter defined) appurtenant to the premises; TO HAVE AND TO HOLD the Premises and the Easements unto Lessee, for the benefit of Lessee, its affiliates and their respective lenders, mortgagees, deed of trust trustees, subtenants, employees, agents, partners, shareholder, directors, officers, contractors, subcontractors, and licensees and their respective successors and assigns (collectively, "Lessee's Related Parties"), for a term ("The Term") commencing on the date of this agreement and expiring September 30, 2019, and for any Extended Terms (as hereinafter defined).

2. A. Lessee shall pay rent for the Premises, as provided below, to Summit Square Hotel, at 10 North Summit, Park Ridge, Illinois, 60068, or such other person or place as Lessor may designate from time to time by notice to Lessee. Rent shall be payable monthly commencing with the first to occur of (i) the first day of the calendar month following Lessee's receipt of the last of the necessary local, state and federal approvals, licenses and permits so as to permit construction on and use of the

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Premises for all of the purposes permitted by this agreement (such approvals, licenses and permits hereinafter collectively called the "Approvals"), or (ii) the first day of the calendar month following Lessee's commencement of construction pursuant to this agreement. Subject to the preceding sentence, monthly rent shall be payable in advance on the first day of each calendar month of the Term through the date of expiration of the Term, or such earlier date as this agreement is terminated, in the amounts set forth in Schedule 1 attached hereto and made a part hereof.

b. Lessee shall have two (2) successive options to extend the Term of this agreement for two (2) additional periods of five (5) years each (the "Extended Terms"), any of which may be exercised by giving written notice to Lessor at least sixty (60) days prior to the expiration of the original Term or any Extended Term. All of the terms and provisions of this agreement shall be in effect during each Extended Term, except that the monthly rent payable during the Extended Terms shall be as set forth in Schedule 1 attached hereto. The word "Term" as used in this agreement shall be deemed to include the Extended Terms when and as Lessee's options to extend shall be exercised.

3. The Premises may be used for operation of a communications tower, radio equipment, antennas and microwave and other dishes and for transmitting and receiving communications signals, and, in connection therewith, for the installation, repair, maintenance, operation, housing and removal of antennas, microwave and other dishes, wires, transmitters, receivers, appliances, machinery, trade fixtures and communications and other equipment (collectively, the "Equipment"), whether freestanding or located on or in improvements to be constructed upon or in the Premises, or for any other, related or similar, lawful purpose. Lessee shall obtain the prior written consent from Lessor with respect to the installation on the Premises of Equipment other than that shown on those certain drawings aforementioned in paragraph 1 herein, which drawings have been approved and accepted by Lessor.

4. A. Lessor hereby grants and conveys to Lessee, for the benefit of Lessee and Lessee's Related Parties, the following non-exclusive easements ("Easements"), which shall remain in effect and shall be irrevocable during the Term and any Extended Terms:

(i) an Easement upon, over and across the Real Estate, and upon, over, across and through the sidewalks, driveways, entryways, aisles, hallways, stairways, loading docks and facilities, utility chases, pipes, shafts and other common areas and service areas of the Real Estate and the Building (collectively, the "Useful Areas"), all to provide access, which is reasonably necessary for the effective exercise of Lessee's rights under this agreement, twenty-four (24)

hours each and every day, seven (7) days each and every week, for ingress and egress and passage of pedestrians, vehicles and construction materials and equipment, to and from the Premises from and to the nearest public way, and to provide parking to the extent Lessor shall reasonably determine is necessary for Lessee's effective exercise of Lessee's rights under this agreement, and temporary storage for service vehicles, equipment and supplies to the extent Lessor shall reasonably determine is necessary for Lessee's effective exercise of Lessee's rights under this agreement, during any time, from time to time, that Lessee or one of Lessee's Related Parties is constructing, installing, removing, repairing or replacing improvements and/or Equipment pursuant to this agreement;

(ii) Easements upon, over, under, across and through portions of the Real Estate, and over, under, across and through those portions of the Useful Areas currently used, able to be used, or hereafter designated by Lessor to be used, for utility service purposes, all for the purpose of construction, installation, removal, repair, relocation, replacement, maintenance and operation of electrical, telephone and other communications facilities as may be required in connection with the transmission and distribution of electricity, telephone and other communications and sounds and signals, and to provide access, twenty-four (24) hours each and every day, seven (7) days each and every week, for ingress and egress and passage of pedestrians, vehicles and construction materials and equipment, from and to the nearest public way, and to provide parking and temporary storage for service vehicles, equipment and supplies during any time, from time to time, that Lessee or one of Lessee's Related Parties is constructing, installing, removing, repairing, relocating, replacing, maintaining or operating such facilities; and

(iii) an Easement upon, over, under, across and through the Real Estate and such portions of the Useful Areas as is reasonably necessary for the effective exercise of Lessee's rights under this agreement, including, without limitation, and easement to use the Useful Areas for storage and use of construction materials and equipment during any time, from time to time, that Lessee or one of Lessee's Related Parties is constructing, installing, removing, repairing or replacing improvements or Equipment pursuant to this agreement, and during the time of set-up operations before, and clean-up operations after, any such construction, installation, removal, repairs or replacements. After any such use, Lessee shall restore the

before, and clean-up operations after, any such construction, installation, removal, repairs or replacements. After any such use, Lessee shall restore the area so used to at least as good a condition as before such use.

Lessor shall maintain, in its present condition and repair and free of debris, refuse and abandoned personal property, the areas covered by the Easements ("Easement Areas") throughout the Term and any Extended Terms. No additional rent or other payments shall be payable by reason of Lessor's grant of the Easements, provided: Lessor may reasonably restrict Lessee and impose reasonable conditions upon Lessee as to Lessee's use of any Easements if Lessor, in Lessor's reasonable discretion, determines that Lessee's use of any Easements provided for in this Agreement does or may materially interfere with Lessor's operations on the premises. Lessee acknowledges that Lessor operates a Retirement Hotel upon the Premises principally for the benefit of the aging and elderly and covenants, for itself and its Related Parties, that Lessee's operation or those of any of its Related Parties shall not materially interfere with Lessor's operations.

B. Lessor represents and warrants as follows:

(i) during the Term and any Extended Terms, Lessee and Lessee's Related Parties shall have free and unrestricted access for ingress and egress and passage of pedestrians, vehicles and construction materials and equipment to and from the Premises in accordance with paragraph 4A(i) hereof, twenty-four (24) hours each and every day, seven (7) days each and every week subject to the limitations and restrictions set forth in paragraph 4A hereof.

C. Subject to all of the limitations and reservations stated in paragraph 4A hereof, and subject to Lessor's determination of reasonableness in Lessor's reasonable discretion, at the request of Lessee or one of Lessee's Related Parties from time to time, and without further payment or consideration, Lessor shall grant and convey to Lessee or to the electric and/or telephone utility companies serving or authorized to serve the Premises, by and using such forms, of instrument or easement agreement as are then being used by Lessee, any of Lessee's Related Parties or any of such companies, rights to use any existing poles owned by Lessor and/or easements upon, over, under and across portions of the Building, the Real Estate and other real estate owned by Lessor, (i) for the purpose of construction, installation, removal, repair, relocation, replacement, maintenance and operation of electrical, telephone and other communication facilities as may be required in connection with the transmission and distribution of electricity, telephone and other communications and sounds and signals; and (ii) to provide access, twenty-four (24) hours each and every day, seven (7) days each and every week, for ingress

and egress and passage of pedestrians, vehicles and construction materials and equipment from the nearest public way; and (iii) to provide parking and temporary storage for service vehicles, equipment and supplies during any time, from time to time, that Lessee, one of Lessee's Related parties or one or more of such companies is constructing, installing, removing, repairing, relocating, replacing, maintaining or operating such facilities or Lessee's improvements and/or Equipment; such easements to be on such terms and conditions as are customarily contained in such forms of instrument or easement agreement as are then being used by Lessee or any of such companies; provided that, without Lessor's prior consent, which consent shall not be unreasonably delayed or withheld, said easements shall not exceed in duration the longer of (i) the combined length of the Term and the Extended Terms, and (ii) the length of time requested by any of such utility companies; and Lessor shall take any and all actions and execute, acknowledge and deliver any and all documents requested by Lessee, any of Lessee's Related Parties or any of such companies in order to accomplish the foregoing.

5. A. Lessor represents and warrants that Lessor owns good and marketable title in fee simple to the Premises and the Easement Areas, free and clear of all liens and encumbrances except as set forth on Exhibit D attached hereto and made a part hereof, and Lessor acknowledges that Lessee is relying upon the foregoing representation and warranty in entering into this agreement and in expending monies in connection herewith. *

B. Lessor represents and warrants that no litigation or governmental, administrative, or regulatory proceeding is pending, proposed, or threatened with respect to Lessor's title.

C. Lessee acknowledges that Lessor is making no representation as to the zoning requirements with respect to the Building.

D. To the extent permitted by law, Lessor shall not be liable, and Lessee, for itself and its Related Parties, waives all claims that it may have against Lessor, its agents or employees, for loss or damage to person or properties sustained by Lessee or Lessee's Related Parties or any agent or employee of Lessee, or Lessee's Related Parties or any occupant or other person resulting, directly or indirectly, from the Premises, or any part of said Premises or any equipment or appurtenance of the Premises or Building becoming out of repair or resulting from any accident within the Premises or Building, or resulting directly or indirectly from any act or negligence of Lessee, Lessor, or occupant of the Premises or any other person while on the Premises or in the Building. This paragraph shall apply especially, but not exclusively, to damage cased by water, snow, frost, steam, excessive heat or cold, sewage, gas, odors, noise, the bursting or leaking of pipes or plumbing fixtures, and whether same shall be a misappropriation of Lessee's property, or the

*See Page 5A

2B(i). Lessee's options for each of the four additional five year periods (the "Extended Terms") may only be exercised upon Lessor's written consent to such option being exercised, such consent not to be unreasonably withheld. Lessor's failure to exercise or enforce his rights hereunder, or any other provision of this Lease, or to enforce any obligation of Lessee, shall at no time be deemed a waiver of such right, provision or obligation, nor shall same diminish any remedy available to Lessor at any time whatsoever.

2B(ii). If at any time Lessee is adjudicated a bankrupt, or files a voluntary petition in bankruptcy; or if Lessee defaults in the prompt and full performance of any provision of this Lease and if such default is not remedied, after notice as may be provided for elsewhere herein; Lessor may forthwith terminate this Lease and Lessee's right to the premises. Further, nothing herein shall be construed to limit any rights or remedies of Lessor as may be provided or allowed by law.

5A(i). Nothing herein is intended nor shall any provision herein be construed to prohibit, limit, or in anyway interfere with the right of Lessor, their successors, assigns or transferees, to mortgage, remortgage or otherwise encumber the real estate as Lessor or same shall in their sole discretion deem appropriate. Provided Lessee is not in default hereunder beyond the time afforded to Lessee under this Agreement for the curing of any default on its part, Lessee's right to possession of the Premises and Lessee's other rights arising out of this Agreement shall not be affected or disturbed by any lender holding a lien on or an interest in the real estate of which the Premises are a part.

property of Lessee's Related Parties, and shall apply whether damage results from the act or negligence of other business invitees, occupants, or servants of the Building or other persons.

6. A. Lessee shall pay all charges for utilities used by Lessee or Lessee's Related Parties in connection with the Premises during the Term and any Extended Term.

B. In the event of any default hereunder by Lessor, or, except as provided for elsewhere herein, if Lessor otherwise:

(i) takes any action in contravention of this agreement or which impairs or threatens to impair (a) Lessee's exercise of its rights under this agreement, (b) Lessee's use of the Premises or the Easement Areas as permitted hereunder, or (c) the condition or integrity of Lessor's title to the Premises or the Easement Areas as mandated by this agreement, or (d) the environmental status, condition or quality of the Premises, the Easement Areas or the Relevant Area, or

(ii) fails to take any action required by this agreement or required to preserve and maintain (a) Lessee's rights under this agreement, (b) Lessee's ability to use the Premises and the Easement Areas as permitted hereunder, or (c) the condition or integrity of Lessor's title to the Premises or the Easement Areas as mandated by this agreement, or (d) the environmental status, condition or quality of the Premises, the Easement Areas or the Relevant Area,

and if such default is not cured by Lessor, or if the effect of such action or failure to act is not reversed by Lessor, within thirty (30) days after notice to Lessor (provided, however, that such notice shall not be required in circumstances which Lessee reasonably deems to be an emergency), then Lessee may, either terminate this agreement or seek injunctive relief to enforce Lessor's obligations hereunder.

7. Subject to paragraph 3 herein, and landlord's determination of reasonableness, in landlord's reasonable discretion, Lessee and Lessee's Related Parties shall have the right at any time during the Term and any Extended Terms, at their own expense (a) to construct or make any improvements of whatever kind or description upon or in the Premises, (b) to install Equipment upon or in the Premises, (c) to install Equipment such as wires, cables, junction boxes and related or similar fixtures upon or in the Easement Areas, and (d) to remove any such improvements and Equipment so constructed, made or installed. Any and all improvements and Equipment so constructed, made or installed shall remain personal property and shall belong to and be removable by Lessee during the Term and any Extended Terms, and for a reasona-

ble time after the expiration of the Term and any Extended Terms, not to exceed sixty (60) days, or such earlier date as this agreement is terminated.

8. A. Except to the extent of Lessor's obligations pursuant to paragraphs 8B, 8C and 8D hereof, Lessee shall keep the Premises in good condition and repair in accordance with applicable state and municipal laws, building codes, and, at the expiration of the Term and any Extended Terms, or such earlier date as this agreement is terminated, Lessee will yield up the Premises in at least as good a condition as when the same were entered upon by Lessee, loss by casualty and ordinary wear and tear excepted. If Lessee shall violate any building code requirement, Lessee shall be responsible to remove such violation and incur all costs and expenses in connection therewith.

B. Lessor shall maintain and keep in good condition, order and repair, and in compliance with state and municipal laws, the Useful Areas (as defined in paragraph 4A(i) hereof) and the foundations, walls (other than walls constructed by Lessee), ceilings and floors (other than ceilings and floors constructed by Lessee), windows roofs, fixtures and structural columns and components of the Building, including, without limitation, the basic heating and electrical systems and fixtures installed or furnished by Lessor, unless such maintenance and repairs are necessitated by the negligent act or omission of Lessee, its agents, employees or invitees, in which case Lessee shall pay to Lessor the reasonable cost of such maintenance and repairs. Lessor shall also keep the Useful Areas adequately lighted, to the extent necessary for the normal use thereof. Notwithstanding anything to the contrary contained herein, Lessor shall only be obligated to maintain and keep in good condition, order and repair those areas of the Building and Useful Areas necessary for Lessee's access and effective exercise of Lessee's rights hereunder.

C. Notwithstanding anything to the contrary contained in this agreement, Lessor shall use its best efforts to cause the services described in this agreement to be provided, maintained and , if interrupted, restored promptly. Lessor does not warrant that any utility service provided by Lessor shall be free of interruption caused by war, insurrection, civil commotion, riots, government action, acts of God or the enemy, repairs, renewals, improvements, alterations, picketing, whether legal or illegal, or any other cause or causes beyond the reasonable control of Lessor. Any such interruption shall never be deemed an eviction or disturbance of Lessee's use and possession of the Premises or any part of thereof or render Lessor liable to Lessee for damages or relieve Lessee from full performance of Lessee's obligations under this agreement.

D. If the Premises or the Building is damaged or destroyed by fire or other casualty, Lessor may, at its option and

in its sole discretion, promptly and with continued due diligence, at its sole expense, repair, replace, restore or rebuild the same forthwith to the same condition existing prior to the happening of such fire or other casualty; and this agreement shall remain in full force and effect, except that Lessee shall be entitled to a proportionate reduction of the rent while such repairs are being made.

E. If at any time prior to the termination of this agreement, Lessor shall assign, transfer or otherwise convey its interest in the Building of which the Premises are a part, the same shall operate to release Lessor from any future liability for any of the covenants or conditions, express or implied, herein contained in favor of Lessee; and in such event, Lessee agrees to attorn to the assignee, transferee or purchaser and to look solely to the responsibility of such successor in interest of Lessor in and to this agreement, provided such successor Lessor shall agree in writing to accept Lessee's attornment.

9. Subject to the limitations of paragraphs 3,4 and 7, Lessee and its agents may apply to governmental authorities and public utility companies, in Lessee's or Lessor's name, or jointly, for any Approvals and Easements required of or deemed useful by Lessee for its use of the Premises, or in order to construct or make improvements, or to install Equipment, pursuant to this agreement. Lessor shall cooperate fully with Lessee in connection with the foregoing and upon request of Lessee, shall take any and all actions and execute, acknowledge and deliver any and all documents and instruments reasonably requested by Lessee in connection therewith, including, without limitation, easements for public utilities. Lessee shall reimburse Lessor for any reasonable costs including reasonable attorneys' fees reasonably expended by Lessor in connection with the foregoing. Lessee shall pay all license, permit and inspection fees required in connection with its use of the Premises or the conduct of its business thereon.

10. This agreement and Lessee's obligations hereunder are contingent upon the occurence of the following events on or before October 15, 1989:

(a) Lessee shall have received the Approvals and Easements referred to in paragraphs 2, 4C and 9 hereof; and

(b) Lessee shall have received results of soil and/or radio frequency tests (to be obtained by Lessee at Lessee's expense) relating to the Premises, and such results are satisfactory to Lessee in its sole deduction.

If by said date one or more of such events shall not have occurred, then at Lessee's option, which shall be exercised, if at all, on or before October 31, 1989, Lessee may waive such contingencies and thereby keep this agreement in effect, or Lessee may

terminate this agreement by giving a notice to Lessor on or before said date. Upon such termination by Lessee, the Term and all of Lessee's obligations contained herein shall forthwith terminate and end on the date specified in such notice. If Lessee terminates this agreement, Lessor shall be entitled to retain all rent theretofore paid by Lessee.

11. Lessee shall indemnify Lessor and the Premises from all liens or claims for lien for labor or material by reason of any work done or material furnished Lessee in connection with construction pursuant to this agreement. If any such lien or claim for lien is filed against the Premises, and if Lessor is given written notice of such lien or claim for lien, Lessor shall use its best efforts to give Lessee notice thereof and demand that Lessee remove the same. If the same is not so removed within thirty (30) days after Lessor receives such notice and demand, then Lessor may remove the same at its expense, and Lessee shall repay Lessor for any amount so advanced within fifteen (15) days after receipt of Lessor's statement therefor. Such payment shall be considered additional rentals hereunder.

12. A. During the Term and any Extended Terms, Lessor shall, at its expense, maintain in effect a policy or policies of insurance issued by company or companies authorized to do business in Illinois, covering the Premises and the Building, in such amount as Lessor deems reasonable and necessary, in Lessor's sole discretion, against any peril included within the classification "Fire and Extended Coverage", together with insurance against vandalism and malicious mischief.

B. During the Term and any Extended Terms, Lessee shall, at its expense, obtain liability insurance issued by a company authorized to do business in Illinois, providing coverage in limits of at least $1,000,000.00 in the event of bodily injury or death, or property damage, or both, as a result of any one accident or occurrence on the Premises. Lessee shall send a certificate therefor to Lessor within a reasonable time after receipt of Lessor's request therefor; provided that Lessor shall not make such a request more than a reasonable number of times. Such certificate shall list Lessor as an additional insured and shall contain a statement substantially as follows: "should any of the policies described [therein] be canceled before the expiration date thereof, the issuing company shall mail 30 days written notice to the certificate holder named [therein], but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives."

13. Lessee and Lessor shall each be responsible for maintaining insurance covering their own property, whether or not located on the Premises. Lessor and Lessee each hereby waive any and all rights of recovery, claim, action, or cause of action, each may have against the other, its affiliates and their respective officers, directors, shareholders, partners, employees or

agents, or any of their successors or assigns, on account of any loss or damage occasioned to Lessor or Lessee, its affiliates and their respective officers, directors, shareholders, partners, employees or agents, or any of their successors or assigns, as the case may be, or their respective property, by reason of fire, the elements or any other cause to the extent insured against under the terms of standard all risk property insurance policies, regardless of cause or origin, including negligence of the other party hereto, its agents, officers or employees, but such waiver, or any waiver contemplated by this paragraph 13, shall not be effective upon Lessor if it shall cause cancellation of or be violative of any applicable policy of Lessor. Each party hereto, on behalf of its respective insurance companies insuring its property against any such loss, does hereby waive any right of subrogation that such companies may have against the other party hereto. The parties hereto covenant with each other that, to the extent such insurance endorsement is available, they will each obtain, for the benefit of the other, an explicit waiver of any right of subrogation from its respective insurance companies.

14. If this agreement has not been terminated pursuant to paragraph 10 hereof, then at Lessee's option, Lessee may terminate this agreement, effective as of a termination date selected by Lessee in its discretion (the "Termination Date"), by sending a termination notice ("Lessee's Termination Notice") to Lessor at Least five (5) days prior to the Termination Date, and upon such termination the Term and all obligations of Lessee contained herein shall forthwith terminate and end on the Termination Date specified in Lessee's Termination Notice; provided that, notwithstanding any termination pursuant to this paragraph, and irrespective of the actual Termination Date, Lessee shall remain liable for monthly rent due through the last to occur of (a) the second anniversary of the date of this agreement, and (b) the sixtieth (60th) day after the date of Lessee's Termination Notice.

15. Lessee shall have the unconditional right to sublease all or any part of the Premises or the improvements and Equipment constructed, made or installed pursuant to this agreement for any use permitted by this agreement and/or to assign or transfer this agreement, all or any of Lessee's rights or interests hereunder and/or the Easements contained herein; and any such sublease, assignment or transfer may be absolute, conditional or in consideration of or as additional security for any financing or equipment leasing arrangement into which Lessee may enter. Lessee shall have the right to record, register and/or file such evidence of any such sublease, assignment or transfer as Lessee may deem appropriate, without thereby committing a default under this agreement. Any such sublease, assignment or transfer shall not release, without Lessor's consent, Lessee's obligations under this agreement.

16. Lessor, on behalf of Lessor and all persons, corpora-

tions and other entities claiming by, through or under Lessor, and their respective heirs, executors, administrators, personal representatives, successors and assigns, covenants and agrees with Lessee that as long as Lessee, or one of Lessee's Related Parties, pays the rent herein reserved and performs all of Lessee's obligations hereunder, lessee and Lessee's Related Parties (a) shall have quiet and peaceful enjoyment and possession of the Premises and the Easement Areas throughout the Term and any Extended Terms free from claims and demands by Lessor and all persons, corporations and other entities claiming by, through or under Lessor, or claiming under title paramount to Lessor, and (b) shall be entitled to exercise all of Lessee's rights hereunder during the Term and any Extended Terms.

17. Each party hereto shall, from time to time, within fourteen (14) days after a written request is made by the other party, execute, acknowledge and deliver to the requesting party a certificate in writing (a) stating that this agreement is unmodified and in full force and effect (or, if modified, stating in detail the nature of such modifications and stating that this agreement, as so modified, is in full force and effect) and stating the date to which rent and other charges have been paid, and (b) either stating that to the knowledge of the certifying party no default exists hereunder or specifying each default of which the certifying party has knowledge. Any such certificate may be conclusively relied upon by any person or entity. Failure to deliver such a certificate within fourteen (14) days after such request is made shall be conclusive against the party failing to deliver such certificate (a) that this agreement is in full force and effect, without modification except as may be represented by the party that requested such certificate, and (b) that the party that requested such certificate is not in default hereunder.

18. If (a) Lessee shall default in the payment of rent and such default shall continue for fifteen (15) days after written notice thereof is received by Lessee, or (b) Lessee shall default in the performance of any other of Lessee's obligations herein contained and such default shall continue for thirty (30) days after written notice thereof is received by Lessee (provided, however, that if the default reasonably cannot be cured within thirty (30) days, said thirty (30) day period shall be extended for such additional time as is reasonably necessary to cure the default), or (c) Lessee is adjudicated a bankrupt or a trustee is appointed for Lessee after a petition has been filed against Lessee under the Bankruptcy Act of the United States, or a receiver is appointed for Lessee's business or property (and the order of adjudication or appointing a trustee or receiver has not been vacated within sixty (60) days after the entry thereof), then, upon ten (10) days' notice to Lessee; Lessee's right to possession of the Premises may be terminated and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of the Premises, and if Lessor so elects by notice

to Lessee, this agreement shall thereupon terminate, and upon termination of Lessee's right to possession, whether this agreement be terminated or not, Lessee shall surrender possession of the Premises immediately. Lessor hereby expressly waives any and all right to distrain for rent due and any and all landlord's liens or claim of such upon any or all property of Lessee and Lessee's Related Parties, on the Premises or the Easement Areas.

19. Lessee shall pay upon demand all Lessor's costs, charges and expenses, including, but not limited to, fees of attorneys, agents, expert witnesses and others retained by Lessor, incurred in enforcing any of the obligations of the Lessee under this Lease; or in any litigation, negotiation, or transaction in which Lessor shall, without Lessor's fault, become involved through or on account of this Lease. It is further specifically agreed that Summit Square Partnership, its agents, successors or assigns, may, in its own name, bring any action against Lessee on behalf of Lessor for any and all purposes under this Lease.

20. All notices and demands under this agreement shall be in writing, and shall be deemed to have been given when delivered in person or by courier, or when mailed by United States registered or certified mail with proper postage prepaid, to Lessor, if intended for it, at the address for payment of rent designated by Lessor from time to time by notice to Lessee, or to Lessee, if intended for it, at Cellular One, 840 East State Parkway, Schaumburg, Illinois, 60173 Attention: Business Manager. Either party hereto may change the place for notice to it by sending like written notice to the other party hereto.

21. Each party hereto represents and warrants that it has full power and authority to enter into this agreement and to perform the covenants and obligations herein contained. Each person executing this agreement represents and warrants that he or she is duly authorized to execute this agreement.

22. This agreement and all the rights, covenants and obligations contained in this agreement shall inure to the benefit of and be binding upon Lessor, Lessee, Lessee's Related Parties and their respective heirs, executors, administrators, personal representatives, successors and assigns. It is understood that as of the date of this agreement, Lessor is comprised only of the party or parties named as such in this agreement or any other instrument executed herewith. If now or at any time hereafter Lessor is comprised of more that one person or entity, Lessor's obligations under this agreement shall be the joint and several obligations of all persons and entities comprising Lessor.

23. In any case where the approval or consent of Lessor is required, requested or otherwise to be given under this agreement, an approval or consent by any of the persons or entities comprising Lessor shall be sufficient, and Lessee may rely upon

any such approval or consent. In any case where the approval or consent of Lessor is required under this agreement, Lessor shall not unreasonably delay or withhold its approval or consent. Summit Square Partnership, its successors and/or assigns, shall at all times be authorized to act on behalf of Lessor for any and all purposes under this paragraph 23 or as said partnership may in its sole discretion deem necessary under any and all provisions of this agreement.

24. In the event that (i) the Federal, State or Local Government or any other public body (all of the foregoing being hereinafter referred to collectively as "Governmental Agency") shall take all or so much of the Premises and the Easement Areas (collectively, the "Property) as shall make it physically or financially unfeasible in Lessee's judgment for the Property to be used in the manner or for the purposes for which the Property were used or intent by Lessee to be used immediately prior to such taking, (ii) any such Governmental Agency shall prohibit, restrict, temporarily or permanently discontinue or substantially impair Lessee's operations being conducted on the Property for any reason, (iii) the action of any such Governmental Agency shall obstruct the vehicular or pedestrian access to the Property or any part thereof (the foregoing items (i), (ii) and (iii) being collectively referred to as a "Taking"), (iv) any claim of paramount title shall result in denial to Lessee of possession or use of the Property, or any part thereof, or (v) Lessee is unable to use and operate the Property as a cellular mobile telephone transmitting and receiving site as a result of the denial or termination or cancellation of any approvals, licenses or permits which Lessee is required by any Governmental Agency to maintain, then in any such event, Lessee shall have the option of terminating this agreement upon thirty (30) days' prior written notice to Lessor, in which event Lessee shall be liable for rent and other payments only until the date on which the Property is vacated. In the event of Taking and either Lessee does not elect to terminate this agreement as above provided, or only such portion of the Property is taken so as not to entitle Lessee to terminate, then the rent and other payments to be made by Lessee under this agreement shall not be abated. Lessee shall be entitled to make a claim in any award proceedings in connection with the Taking allocable to Lessee's leasehold interest and Lessee's improvements to the Property, and Lessee may also make claim in any award proceedings for moving expenses, for loss of business, for trade fixtures, and for removal of improvements, fixtures and Equipment installed by Lessee provided said claims shall not have the effect of reducing any award to Lessor.

25. This agreement supersedes all prior agreements and understandings, both written and oral, of the parties with respect to the subject matter hereof. This agreement may be executed in any number of counterparts, and by the different parties on different counterparts, each of which when executed shall be deemed an original, and all of which together shall constitute

RIDER ATTACHED TO AND MADE A PART OF LEASE DATED 9/6/89

This Lease is executed by LA SALLE NATIONAL BANK, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and under the express direction of the beneficiaries of a certain Trust Agreement dated 12/30/82 and known as Trust No. 105328-B at LA SALLE NATIONAL BANK, to all provisions of which Trust Agreement this Lease is expressly made subject. It is expressly understood and agreed that nothing herein or in said Lease contained shall be construed as creating any liability whatsoever against said Trustee personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, or to keep, preserve or sequester any property of said Trust, and that all personal liability of said Trustee of every sort, if any, is hereby expressly waived by said Lessee, and by every person now or hereafter claiming any right or security hereunder; and that so far as said Trustee is concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the premises hereby leased for the payment thereof. It is further understood and agreed that said Trustee has no agents or employees and merely holds naked legal title to the property herein described; that said Trustee has no control over, and under this Lease, assumes no responsibility for (1) the management or control of such property, (2) the upkeep, inspection, maintenance or repair of such property, (3) the collection of rents or the rental of such property, or (4) the conduct of any business which is carried on upon such premises.

one and the same agreement. If any clause, phrase, provision or portion of this agreement or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this agreement, nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances. Changes in the number, gender and grammar of terms and phrases herein, where necessary to conform this agreement to the circumstances of the parties hereto, shall in all cases be assumed as though in each case fully expressed herein. This agreement shall be construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

LESSOR:

LASALLE NATIONAL BANK,
as Trustee aforesaid and not personally

By: _____

Its: ASSISTANT VICE PRESIDENT

Attest: Lisa E. Hacy

Its: ASSISTANT SECRETARY

SUMMIT SQUARE PARTNERSHIP,
an Illinois general partnership

By: Audrey Yokanna

Its: Partner

LESSEE:

CELLULAR ONE - CHICAGO, a
division of SOUTHWESTERN BELL
MOBILE SYSTEMS, INC.

By: _____

Its: Vice President-
Network Operations

NOTARY ACKNOWLEDGEMENT FOR SUMMIT SQUARE PARTNERSHIP

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, [illegible], a Notary Public in and for the said County and State aforesaid DO HEREBY CERTIFY that the foregoing instrument was acknowledged before me this Sept. 6, 1989, by [illegible], personally known to me to be a [illegible] partner of Summit Square Partnership, a Illinois general partnership, on behalf of the partnership.

[illegible]
Notary Public

My commission expires: 12/12/92

NOTARY ACKNOWLEDGEMENT FOR LASALLE NATIONAL BANK

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, ANGELA MARCISZEWSKI, a Notary Public in and for the said County and State aforesaid DO HEREBY CERTIFY that the foregoing instrument was acknowledged before me this Sept 6, 1989, by Corinne Bek and LISA E HAAS, personally known to me to be ASSISTANT VICE PRESIDENT and [illegible], respectively, of LA SALLE NATIONAL BANK, a [illegible].

Angela Marciszewski
Notary Public

My commission expires: _____

"OFFICIAL SEAL"
Angela Marciszewski
Notary Public, State of Illinois
My Commission Expires July 3, 1993

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NOTARY ACKNOWLEDGEMENT FOR CELLULAR ONE

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, DEBORAH L. SHALL, a Notary Public in and for the said County and State aforesaid DO HEREBY CERTIFY that the foregoing instrument was acknowledged before me this SEPTEMBER 27, 19 89, by DANE F. ERSHEN, personally known to me to be the Vice-President-Network Operations of CELLULAR ONE®-CHICAGO, a division of SOUTHWESTERN BELL MOBILE SYSTEMS, INC., a corporation incorporated under the laws of the State of Delaware and the Commonwealth of Virginia, on its behalf.

OFFICIAL SEAL
DEBORAH L. SHALL
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JUNE 15,1992

Deborah L. Shall
Notary Public

My commission expires: 6-15-92

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EXHIBIT A

Common address or approximate location of Premises:

10 North Summit, Park Ridge, Illinois 60068

Legal Descriptions:

Real Estate Description

LOTS 9 TO 12 AND LOT 13 (EXCEPT THE NORTH 55 FEET THEREOF) IN BLOCK 7 IN PENNY AND ROUTH'S SUBDIVISION OF BLOCKS 6 AND 7 IN BRICKTON, A SUBDIVISION BY PENNY AND MEACHAM OF PART OF THE SOUTH EAST 1/4 OF SECTION 26, TOWNSHIP 41, NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

13-06-414-003
13-06-414-004

EXHIBIT B

(PLAT OF SURVEY AND/OR SITE PLAN TO BE INSERTED BY LESSEE)

EXHIBIT C

(DRAWINGS TO BE INSERTED BY LESSEE)

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APPLICABLE GENERAL EXCEPTIONS AND SCHEDULE B EXCEPTIONS (1) AND (2) APPEAR ON THE INSIDE OF THE COMMITMENT JACKET (FORM NO. 2606).

SCHEDULE A CICIO N. SUMMIT

NUMBER	EFFECTIVE DATE	REFER INQUIRIES TO
TO 20 245	OCTOBER 17, 1985	ATTORNEYS DIVISION 3 630-3015

1. OWNERS POLICY TO BE ISSUED: NONE AMOUNT: $0.00

PROPOSED INSURED:

NONE.

LOAN POLICY TO BE ISSUED: ALTA FORM AMOUNT: $6,665,000.00

PROPOSED INSURED:

SKOKIE FEDERAL SAVINGS ~~AND~~ & LOAN ASSOCIATION. amended 10/29/85

2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT AND COVERED HEREIN IS A FEE SIMPLE AND TITLE THEREOF IS AT THE EFFECTIVE DATE HEREOF VESTED IN:

LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 10, 1982 AND KNOWN AS TRUST NUMBER 103329.

3. THE MORTGAGE COVERED BY THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

MORTGAGE DATED OCTOBER 31, 1985 AND RECORDED_____AS DOCUMENT_____MADE BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 10, 1982 AND KNOWN AS TRUST NUMBER 103329 TO SKOKIE FEDERAL SAVINGS AND ~~LOAN~~ & ASSOCIATION TO SECURE A NOTE FOR $6,665,000.00.

4. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

-SCHEDULE B CONTINUED FROM COMMITMENT JACKET (FORM NO. 250c).

3. COMPREHENSIVE ENDORSEMENT 1 HAS BEEN APPROVED FOR THE LOAN POLICY.

4. FOR TAX AND SPECIAL ASSESSMENT EXCEPTIONS SEE ATTACHED PAGE(S) CONCLUDING WITH 'END'.

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waive at N.Y. stipulating

5. THE MORTGAGE TO BE INSURED SHOULD BE RECORDED AND OUR SEARCHES BROUGHT DOWN TO COVER THE DATE OF THE RECORDING.

NO. Note ADDED C.T.&T.CO. 10/9/85 OK

To be marked upon recording of the mortgage

6. MORTGAGE DATED JUNE 21, 1984 AND RECORDED JUNE 29, 1984 AS DOCUMENT 27151974 MADE BY LA SALLE NATIONAL BANK, A NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 30, 1982 AND KNOWN AS TRUST NUMBER 104328 TO SKOKIE FEDERAL SAVINGS AND LOAN ASSOCIATION TO SECURE A NOTE FOR $4,665.00.

OK

7. TERMS, POWERS, PROVISIONS AND LIMITATIONS OF THE TRUST UNDER WHICH TITLE TO SAID LAND IS HELD.

see doc and survey

8. EASEMENT MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NO. 14803 TO THE COMMONWEALTH EDISON COMPANY, ITS SUCCESSORS AND ASSIGNS FOR THE PURPOSE OF AN EASEMENT AND RIGHT TO CONSTRUCT, LAY, MAINTAIN, RELOCATE, RENEW AND REMOVE EQUIPMENT CONSISTING OF WIRES AND UNDERGROUND CONDUITS, CABLES, ABOVE GROUND TRANSFORMER ENCLOSURES AND OTHER NECESSARY ELECTRIC FACILITIES AND TO TRANSMIT AND DISTRIBUTE BY MEANS OF SAID EQUIPMENT ELECTRICITY TO BE USED FOR HEAT, LIGHT, POWER, AND OTHER PURPOSES IN, UPON, UNDER AND ALONG THE WEST 12 FEET OF THE NORTH 10 FEET OF THE SOUTH 11 FEET OF LOT 13. (DOCUMENT RECORDED MARCH 16, 1961 AS DOCUMENT 18110345).

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9. ASSIGNMENT OF RENTS MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY, A NATIONAL BANKING ASSOCIATION AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 6, 1962 KNOWN AS TRUST NUMBER 17852 TO TALMAN FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, A CORPORATION OF THE UNITED STATES OF AMERICA AND RECORDED AS DOCUMENT 24914567, ASSIGNED TO SKOKIE FEDERAL SAVINGS AND LOAN

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-SCHEDULE B CONTINUED-

ASSOCIATION BY DOCUMENT RECORDED JANUARY 18, 1983 AS DOCUMENT 26473904.

10. CHATTEL MORTGAGE MADE BY PARK RIDGE INN, A LIMITED PARTNERSHIP TO TALMAN FEDERAL SAVINGS AND LOAN ASSOCIATION, A CORPORATION OF THE UNITED STATES OF AMERICA AS DOCUMENT 24914568 CONVEYS CERTAIN DESCRIBED CHATTELS LOCATED ON THE LAND AS ADDITIONAL SECURITY FOR THE PAYMENT OF THE INDEBTONESS SECURED BY THE MORTGAGE RECORDED AS DOCUMENT 24914566 AND REFERRED TO IN MORTGAGE TO BE INSURED. ASSIGNED TO SKOKIE FEDERAL SAVINGS AND LOAN ASSOCIATION BY DOCUMENT RECORDED JANUARY 18, 1983 AS DOCUMENT 26473904.

OK

11. SECURITY INTEREST OF TALMAN FEDERAL SAVINGS AND LOAN ASSOCIATION SECURED PARTY, IN CERTAIN DESCRIBED CHATTELS IN THE AND AS DISCLOSED BY FINANCING STATEMENT EXECUTED BY PARK RIDGE INN DEBTOR, FILED ON APRIL 11, 1979 AS NO. 79017932, ASSIGNED TO SKOKIE FEDERAL SAVINGS AND LOAN ASSOCIATION BY DOCUMENT 83002557.

OK

12. SUBORDINATION AGREEMENT DATED APRIL 16, 1979 AND RECORDED APRIL 30, 1979 AS DOCUMENT 24918401 BETWEEN TALMAN FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, A CORPORATION OF THE UNITED STATES OF AMERICA, MORTGAGEE, AND BRADLEY PIEMONTE, TENANT, WHEREBY TENANT AGREED TO SUBORDINATE AND SUBJECT HIS INTEREST UNDER A LEASE DATED AUGUST 11, 1978 TO THE MORTGAGE DATED MARCH 7, 1979 AND RECORDED APRIL 11, 1979 AS DOCUMENT 24914566, ASSIGNED TO SKOKIE FEDERAL SAVINGS AND LOAN ASSOCIATION BY DOCUMENT RECORDED JANUARY 18, 1983 AS DOCUMENT 26473904.

? Name?

13. SUBORDINATION AGREEMENT DATED APRIL 16, 1979 AND RECORDED APRIL 30, 1979 AS DOCUMENT 24918403 BETWEEN TALMAN FEDERAL SAVINGS AND LOAN ASSOCIATION, A CORPORATION OF THE UNITED STATES OF AMERICA, MORTGAGEE AND DE MAR, LTD., WHEREBY TENANT AGREED TO SUBORDINATE AND SUBJECT HIS INTEREST UNDER A LEASE DATED OCTOBER 16, 1978 TO THE MORTGAGE DATED MARCH 7, 1979 AND RECORDED APRIL 11, 1979 AS DOCUMENT 24914566, ASSIGNED TO SKOKIE FEDERAL SAVINGS AND LOAN ASSOCIATION BY DOCUMENT RECORDED JANUARY 18, 1983 AS DOCUMENT 26473904.

? Name

14. CLAIM FOR LIEN RECORDED JULY 30, 1982 AS DOCUMENT 26309079 MADE BY MIDWESCO INC., A CORPORATION OF ILLINOIS, AGAINST AMERICAN

NO WAIVED C.T.&T.CO.

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-SCHEDULE B CONTINUED-

NATIONAL BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 17862 FOR $615.17.

NOTE: SEE ATTACHED POLICY MODIFICATION ENDORSEMENT NO. 12.

15. ENCROACHMENT OF THE CONCRETE RETAINING WALL LOCATED ALONG THE WESTERLY LINE OF THE LAND OVER ONTO THE PROPERTY NORTH AND ADJOINING A DISTANCE OF 1.14 FEET DISCLOSED BY EARL M. SMITH AND ASSOCIATES, PLAT OF SURVEY DATED JANUARY 3, 1983.
NOTE: SEE ATTACHED ENCROACHMENT ENDORSEMENT NO. 1.

16. ENCROACHMENT OF THE CONCRETE RETAINING WALL ALONG THE WESTERLY LINE OF THE LAND OVER ONTO TO PUBLIC UTILITY EASEMENT A DISTANCE OF 10 FEET DISCLOSED BY EARL M. SMITH AND ASSOCIATES, PLAT OF SURVEY DATED JANUARY 3, 1983.

NOTE: SEE ATTACHED ENCROACHMENT ENDORSEMENT NO. 1.

17. ENCROACHMENT OF THE BRICK BUILDING LOCATED MAINLY ON THE LAND OVER ONTO THE LAND NORTH AND ADJOINING AND SOUTH AND ADJOINING A DISTANCE OF 0.10 FEET DISCLOSED BY EARL M. SMITH AND ASSOCIATES, PLAT OF SURVEY DATED JANUARY 3, 1983.

NOTE: SEE ATTACHED ENCROACHMENT ENDORSEMENT NO. 1.

18. ENCROACHMENT OF THE CANOPIES OF BUILDING LOCATED MAINLY ON THE LAND OVER ONTO THE CONCRETE WALK SOUTH AND ADJOINING A DISTANCE OF APPROXIMATELY 1 FOOT VARYING TO 3 FEET DISCLOSED BY EARL M. SMITH AND ASSOCIATES, PLAT OF SURVEY DATED JANUARY 3, 1983.

NOTE: SEE ATTACHED ENCROACHMENT ENDORSEMENT NO. 1.

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19. ENCROACHMENT OF THE SIGN LOCATED ON THE LAND OVER ONTO THE CONCRETE WALK WEST AND ADJOINING A DISTANCE OF APPROXIMATELY 1.75 FEET DISCLOSED BY EARL M. SMITH AND ASSOCIATES, PLAT OF SURVEY DATED JANUARY 3, 1983.

NOTE: SEE ATTACHED ENCROACHMENT ENDORSEMENT NO. 1.

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-SCHEDULE B CONTINUED-

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20. EXISTING UNRECORDED LEASES AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON CLAIMING BY, THROUGH OR UNDER SAID LESSEES.

Waive with ACTA

21. MORTGAGE DATED MARCH 7, 1979 AND RECORDED APRIL 11, 1979 AS DOCUMENT 24914566 MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 6, 1962 AND KNOWN AS TRUST NUMBER 17862 TO TALMAN FEDERAL SAVINGS AND LOAN ASSOCIATION, A CORPORATION OF THE UNITED STATES OF AMERICA TO SECURE A NOTE FOR $1,400,000.00

OK

ASSIGNED TO SKOKIE FEDERAL SAVINGS AND LOAN ASSOCIATION BY DOCUMENT RECORDED JANUARY 18, 1993 AS DOCUMENT 26473904.

MODIFIED BY AGREEMENT DATED JANUARY 5, 1983 AND RECORDED JANUARY 14, 1993 AS DOCUMENT 26473905.

22. ASSIGNMENT OF RENTS MADE BY LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 30, 1982 AND KNOWN AS TRUST NUMBER 105326 TO PARK RIDGE INN, AN ILLINOIS LIMITED PARTNERSHIP RECORDED JANUARY 17, 1983 AS DOCUMENT 26473374.

OK

23. SECURITY INTEREST OF PARK RIDGE INN, AN ILLINOIS LIMITED PARTNERSHIP, SECURED PARTY, IN CERTAIN DESCRIBED CHATTELS ON THE LAND, AS DISCLOSED BY FINANCING STATEMENT EXECUTED BY LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 30, 1982 AND KNOWN AS TRUST NUMBER 105328, DEBTOR, AND FILED ON JANUARY 17, 1983 AS NO. 83001943.

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24. ASSIGNMENT OF RENTS MADE BY LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 21, 1984 AND KNOWN AS TRUST NUMBER 105328 TO SKOKIE FEDERAL SAVINGS AND LOAN ASSOCIATION RECORDED JUNE 29, 1984 AS DOCUMENT 27151979.

OK

25. SECURITY INTEREST OF SKOKIE FEDERAL SAVINGS AND LOAN ASSOCIATION, SECURED PARTY, IN CERTAIN DESCRIBED CHATTELS ON THE

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-SCHEDULE B CONTINUED-

LAND, AS DISCLOSED BY FINANCING STATEMENT EXECUTED BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 105329, DEBTOR, AND FILED ON JUNE 29, 1984 AS NO. 84022750.

26. SECURITY INTEREST OF SKOKIE FEDERAL SAVINGS AND LOAN ASSOCIATION, SECURED PARTY, IN CERTAIN DESCRIBED CHATTELS ON THE LAND, AS DISCLOSED BY FINANCING STATEMENT EXECUTED BY SUMMIT SQUARE, DEBTOR, AND FILED ON JUNE 29, 1984 AS NO. 84022751.

27. SUBORDINATION AGREEMENT DATED APRIL 16, 1979 AND RECORDED APRIL 30, 1979 AS DOCUMENT 24938402 BETWEEN TALMAN FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, A MORTGAGEE A CORPORATION OF THE UNITED STATES OF AMERICA AND C. J. CATERING INC., A CORPORATION OF ILLINOIS WHEREBY TENANT AGREED TO SUBORDINATE AND SUBJECT ITS INTEREST UNDER A LEASE DATED NOVEMBER 23, 1977 TO THE MORTGAGE DATED MARCH 7, 1979 AND RECORDED APRIL 11, 1979 AS DOCUMENT 24914566.

28. MORTGAGE DATED JANUARY 3, 1983 AND RECORDED JANUARY 17, 1983 AS DOCUMENT 26473373 MADE BY LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 30, 1982 AND KNOWN AS TRUST NUMBER 105328 TO PARK RIDGE INV. AN ILLINOIS LIMITED PARTNERSHIP TO SECURE A NOTE FOR $1,706,062.18.

29. OUR ZONING ENDORSEMENT 3.1 WILL ISSUE UPON OUR CONSIDERATION OF THE FOLLOWING REQUIRED DOCUMENTATION, WHICH SHOULD BE SUPPLIED TO US:
(A) A CURRENT SURVEY OF THE LAND
(B) A COPY OF THE CURRENT PARK RIDGE ZONING ORDINANCES.

30. SUBORDINATION AGREEMENT JANUARY 14, 1983 AND RECORDED JANUARY 16, 1983 AS DOCUMENT 26473900, MADE BY SKOKIE FEDERAL SAVINGS AND LOAN ASSOCIATION, ASSIGNEE OF TALMAN FEDERAL SAVINGS AND LOAN ASSOCIATION, AND PARK RIDGE INV. AN ILLINOIS LIMITED PARTNERSHIP, RELATING TO THE RELATIVE PRIORITY OF THE "FIRST MORTGAGE" IN FAVOR OF SKOKIE FEDERAL SAVINGS AND LOAN ASSOCIATION; THE "SECOND MORTGAGE" IN FAVOR OF PARK RIDGE INV. AND THE "THIRD MORTGAGE" IN FAVOR OF SKOKIE FEDERAL SAVINGS AND LOAN ASSOCIATION (NOTE: SAID MORTGAGES ARE NOT DESCRIBED BY DOCUMENT NUMBER AND ONLY THE

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-SCHEDULE B CONTINUED-

"FIRST MORTGAGE" IS DESCRIBED BY DATE: MARCH 7, 1979).

31. COMPREHENSIVE ENDORSEMENT NUMBER 1 WILL BE CONSIDERED FOR APPROVAL UPON PRESENTATION OF A FINAL SURVEY ON FINAL PLANS AND SPECIFICATION.

CHICAGO TITLE INSURANCE COMPANY

AUTHORIZED SIGNATORY.

Ord 3.0 for road
(2) endorse our mechanics lien
(3) usury
(4) contingency
(5) Ord abt long 1 - can we get particulars before survey or plans & spec

EXHIBIT D

Liens and encumbrances to which the Premises and the Easement Areas are subject:

Lessee's rights under the agreement of which this Exhibit D is a part

DEPT-01 RECORDING $61.00
T#2222 TRAN 3258 10/13/89 10:01:00
#2180 # B *-89-485741
COOK COUNTY RECORDER

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6/00

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