

C. On November 4, 1985, pursuant to Landlord's requirement in consideration for executing the Allstate Mortgage, Association entered into a joint venture agreement (the "Joint Venture Agreement") pursuant to which Association Building Venture, an Illinois joint venture

B. On or about October 17, 1985, Allstate Life Insurance Company ("Allstate") made a loan (the "Allstate Loan") in the principal amount of \$18,000,000 to Tenant and to Tenant's then beneficiary, Association Building Partnership, an Illinois limited partnership ("Association"), which loan was secured by a mortgage (the "Allstate Mortgage") executed by both Landlord and Tenant in favor of Allstate.

A. Landlord and Tenant are parties to a certain lease dated July 1, 1981, as amended as of October 17, 1985 (the "First Amendment"), which demises the land described in Exhibit A attached hereto and made a part hereof, except for the improvements thereon (the "Building"), for a term of years beginning August 4, 1981 and ending June 20, 2021 (such lease, as amended is hereinafter called the "Ground Lease").

RECITALS

This Second Amendment to Ground Lease (the "Second Amendment") is made as of the 30th day of June, 1989 by and between American National Bank and Trust Company of Chicago, not individually but as Trustee under a Trust Agreement dated July 1, 1981 and known as Trust Number 52981 ("Landlord") and Lake Shore National Bank, not individually but as Trustee under a Trust Agreement dated April 28, 1980 and known as Trust Number 4361 ("Tenant").

SECOND AMENDMENT TO GROUND LEASE

Stuart C. Katz, Esq.
180 North LaSalle Street
Suite 3600
Chicago, Illinois 60601
and should be returned to:
Frank W. Parkinson, Esq.
333 West Wacker Drive
Suite 2100
Chicago, Illinois 60606

Handwritten: 333 333 0301

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This document was prepared by:

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3. Article 3.2 of the Ground Lease is hereby deleted and the following is inserted in lieu thereof:

2. The definition of Minimum Monthly Rent is hereby changed from "One Thousand Dollars (\$1,000.00)" to "One Dollar (\$1.00)."

Second Amendment.

1. The Recitals set forth above are incorporated into and constitute a part of this Second Amendment, of which are hereby acknowledged, the parties hereto agree as follows:

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

F. One of the conditions imposed by Allstate in consideration for the restructuring of the Allstate Loan is that the Ground Lease be amended as provided herein.

E. Because Isham ceased doing business in May of 1988 and is now in the process of dissolution, the Venture has requested that Allstate restructure the Allstate Loan to provide, among other things and subject to all of the conditions imposed by Allstate, for an extension of the maturity date of the Allstate Loan to June 30, 1991 or, under certain circumstances, to a later date (the new maturity date of the Allstate Loan is hereafter called the "New Allstate Loan Maturity Date"), the deferment of monthly interest payments and the advancement of up to \$3,000,000 in additional loan funds to enable the Venture to pay for the costs of tenant improvements, tenant concessions and leasing commissions with respect to the Building.

D. At the time of the disbursement of the Allstate Loan, the largest tenant in the Building was Ruben and Proctor, a law firm which subsequently merged into the law firm of Isham, Lincoln & Beale ("Isham").

(the "Venture") was formed between Association and Wackborn Financial, Inc. an Illinois corporation and an affiliate of Landlord's beneficiary ("Wackborn"). Association assigned the beneficial interest in Tenant to the Venture immediately following its creation.

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Term

3.2 The term of this Lease ("Term") shall commence on the 1st day of July, 1981 (the "Commencement Date") and end, unless said Term shall be sooner terminated as elsewhere in this Lease provided, on the New Allstate Loan Maturity Date unless the Allstate Loan, as restructured, shall be repaid on or before the New Allstate Loan Maturity Date, in which event said Term shall automatically be extended to one month after such extended New Allstate Loan Maturity Date (the expiration date of the Term as herein provided is hereafter called the "Ground Lease Termination Date").

4. Section 4.2 (b) of the Ground Lease is hereby amended by:

(a) replacing the expression "Centre Properties Ltd. and the Berger Realty Group, Inc." with the expression "Heitman Properties Ltd."; and

(b) deleting the expression "Paragraph 5B of that certain First Amendment to Management Contract dated of even date herewith between Association, as owner, and Manager, as property manager" and replacing it with the expression "Paragraph 5B of that certain First Amendment to Management Contract dated as of October 17, 1985 between Association, as owner, and Manager, as property manager and Paragraph 2 of that certain Second Amendment to Management Contract dated as of July 1, 1989, between the Venture, as owner, and Manager, as property manager."

5. Article 12 of the Ground Lease is hereby amended in the following respects:

(a) in the second line of subsection (i), the expression "\$18,000,000" is hereby deleted and replaced by the expression "\$18,895,875 (or such larger sum as is necessary to repay in full the Allstate Loan)";

(b) Exhibit "B" attached to the First Amendment (constituting a set of examples of calculations to be made pursuant to Article 12 in the event of a refinancing) shall be deemed appropriately modified in order to accommodate the numerical change created in subparagraph (a) of this paragraph 5.

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8 9 9 AM - 8 PM 2:00

COOK COUNTY, ILLINOIS

8 9 5 3 2 8 6 6

COOK COUNTY, ILLINOIS

The instrument is recorded by the Clerk of Cook County, Illinois, in the name of the State of Illinois, and the recording of this instrument does not constitute an endorsement or approval of the instrument by the State of Illinois, nor does it constitute a warranty of any kind by the State of Illinois. The recording of this instrument is subject to the provisions of the Illinois Public Access Act, which provides that the recording of this instrument does not constitute a warranty of any kind by the State of Illinois.

Exemption provisions restricting any liability of Lake Shore National Bank, attached hereto as Rider, is hereby expressly made a part hereof.

ATTEST:
By: *[Signature]*
Trust Administrator

LAKE SHORE NATIONAL BANK, not individually but as Trustee hereof
BY: *[Signature]*
VICE PRESIDENT

ATTEST:
By: *[Signature]*
Trust Administrator

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually but as Trustee hereof
BY: *[Signature]*

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Ground Lease as of the day and year first above written.

(b) In the sixth line, the expression "June 30, 2021" is hereby replaced by the expression "the Ground Lease Termination Date."


(a) In the second line, the expression "June 30, 2021" is hereby replaced by the expression "on the Ground Lease Termination Date."

6. Section 19.2 of the Ground Lease is hereby amended in the following respects:

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GIVEN under my hand and Notarial Seal this
3rd day of October, 1927
 My commission expires 6-8-92
 Notary Public

 OFFICIAL SEAL
 VIVIAN LIM CHIN
 NOTARY PUBLIC STATE OF ILLINOIS
 MY COMMISSION EXP. JUNE 8, 1922

I, Vivian Lim Chin, a Notary Public in and
 for said County, in the State aforesaid, DO HEREBY CERTI-
 fy that Robert Skowronski and Mary Anne Lalok of LAKE SHORE
 NATIONAL BANK, who are personally known to me to be the
 same persons whose names are subscribed to the foregoing
 instrument as such Vice Pres. and Treas. of said
 association, respectively, appeared before me this day in
 person and acknowledged that they signed and delivered
 the said instrument as their own free and voluntary act
 and as the free and voluntary act of said association, as
 Trustee as aforesaid, for the uses and purposes therein
 set forth; and the said Vice Pres. then and there ac-
 knowledged that he, as custodian of the corporate seal of
 said association, did affix the corporate seal of said
 association to said instrument as his own free and volun-
 tary act and as the free and voluntary act of said asso-
 ciation, as Trustee as aforesaid, for the uses and pur-
 poses therein set forth.

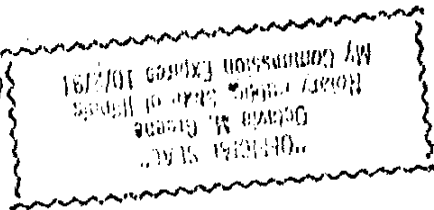
)
) STATE OF ILLINOIS
) COUNTY OF COOK

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Property of Cook
 Notary Public

My commission expires _____

Notary Public



[Handwritten signature]

GIVEN under my hand and Notarial Seal this _____ day of _____, 19____.

I, Octavia M. George, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that D. MICHAEL [redacted] and CLAUDE [redacted] of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such and [redacted] of said association, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said association, as Trustees as aforesaid, for the uses and purposes therein set forth; and the said [redacted] then and there acknowledged that he, as custodian of the corporate seal of said association, did affix the corporate seal of said association to said instrument as his own free and voluntary act and as the free and voluntary act of said association, as Trustee as aforesaid, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK)

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Property

REAL ESTATE PERMANENT INDEX NUMBER: 17-16-204-030-0000

ADDRESS OF PROPERTY: 19 SOUTH LA SALLE STREET, CHICAGO, ILLINOIS

LOT 2 AND THE SOUTH 2 FEET IN WIDTH OF LOT 1 IN MAJOR'S SUBDIVISION OF SUB-LOTS 4 TO 6, SUB-LOT 8 AND THE WEST 15 FEET OF SUB-LOT 9 (EXCEPT THOSE PARTS OF SAID SUB-LOTS 6 AND 7 TAKEN FOR THE OPENING OF LASALLE STREET) IN THE CHICAGO HYDRAULIC COMPANY'S SUBDIVISION OF ORIGINAL LOTS 1 AND 2 IN BLOCK 118, WITH THE PROPORTIONATE SURPLUS OF THE BLOCK, IN THE SCHOOL SECTION ADDITION TO CHICAGO, A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID MAJOR'S SUBDIVISION RECORDED MAY 23, 1867, IN BOOK 164 OF MAPS, PAGE 194, IN COOK COUNTY, ILLINOIS;

PARCEL 2:

AFORESAID, EXTENDED EAST ACROSS THE WEST 1/2 OF THE ORIGINAL LOT 3 NOW LOCATED) IN COOK COUNTY, ILLINOIS;

BEGINNING AT THE SOUTH EAST CORNER OF THE WEST 1/2 OF SAID ORIGINAL LOT 3; THENCE NORTH TO A POINT 100 FEET SOUTH OF THE NORTH LINE OF SAID LOT 3; THENCE WEST CROSSING THE WEST 1/2 OF SAID LOT 3, AND ALONG THE SOUTH LINES OF SUB-LOTS 1 TO 3 IN THE CHICAGO HYDRAULIC COMPANY'S SUBDIVISION OF ORIGINAL LOTS 1 AND 2 IN SAID BLOCK 118, TO THE SOUTH WEST CORNER OF SAID SUB-LOT 3; THENCE SOUTH TO THE SOUTH LINE OF SAID ORIGINAL LOT 3; THENCE EAST TO THE POINT OF BEGINNING (EXCEPTING THAT PART THEREOF LYING NORTH OF THE SOUTH LINES OF SUB-LOTS 1 TO 3

AS FOLLOWS:

THOSE PARTS OF ORIGINAL LOTS 2 AND 3 IN SCHOOL SECTION ADDITION TO CHICAGO, A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED

PARCEL 1:

Legal description

EXHIBIT A

PARCEL 4:
 ALL OF THAT PART OF ARCADE PLACE LYING SOUTH OF THE NORTH LINE OF ARCADE PLACE, AS SAID NORTH LINE WAS ESTABLISHED BY ORDINANCE DATED MARCH 16, 1868, LYING WEST OF THE EAST LINE AND THE EAST LINE EXTENDED SOUTH OF THE WEST 1/2 OF SAID ORIGINAL LOT 3 IN BLOCK 118, SCHOOL SECTION ADDITION AFORESAID AND LYING EAST OF EAST LINE OF LASALLE STREET AS NOW LOCATED (EXCEPTING THEREFROM THE SOUTH 1/2 THEREOF WHICH IS NORTH OF AND ADJOINING LOTS 30, 31 AND 32 IN ASSESSOR'S DIVISION OF BLOCK 118 IN SCHOOL SECTION ADDITION AFORESAID) IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:
 THAT PART OF ORIGINAL LOT 1 IN BLOCK 118 LYING WEST OF THE WEST LINE OF LOT 2 AND THE SOUTH 2 FEET IN WIDTH OF LOT 1 IN MAJOR'S SUBDIVISION OF SUB-LOTS 4, 5, 6 AND 8 AND THE WEST 15 FEET OF SUB-LOT 9 (EXCEPT THAT PART OF SUB-LOTS 6 AND 8 TAKEN BY THE OPENING OF LASALLE STREET) IN THE CHICAGO HYDRAULIC COMPANY'S SUBDIVISION OF ORIGINAL LOTS 1 AND 2 IN SAID BLOCK 118 AND LYING BETWEEN THE WESTERLY EXTENSIONS OF THE NORTH AND SOUTH LINES OF AFORESAID LOT 2 AND THE SOUTH 2 FEET IN WIDTH OF LOT 1 IN MAJOR'S SUBDIVISION AFORESAID, ALL IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

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

Rider Containing Exoneration Provisions
 Restricting Liability of Lake Shore National Bank ("Trustee")

Exoneration provisions restricting any liability of Lake Shore National Bank, attached hereto as rider, is hereby expressly made a part hereof.

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