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Cook County Illinois

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ASSIGNMENT OF LEASES AND RENTS

\$33.00

Dated: As of December 13, 1989

Location: 30 South Wacker Drive
Chicago, Illinois

Permanent Real Estate
Index Number: 17-16-200-023-0000

This document was prepared by and after re-
cording should be returned to:

Skadden, Arps, Slate,
Meagher & Flom
Suite 2100
333 West Wacker Drive
Chicago, Illinois 60606
Attention: Patricia A. Needham

7746 319 P2

Property of Cook County Clerk's Office

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ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS ("ASSIGNMENT"), dated December 13, 1989, by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated March 20, 1980 and known as Trust No. 48268 ("30 South Trust"), and C.M.E. Center, an Illinois limited partnership ("Beneficiary"), having an address 3/o Metropolitan Structures, 111 East Wacker Drive, Suite 1200, Chicago, Illinois 60601 (Beneficiary and 30 South Trust being collectively referred to as "Assignor"), in favor of CME FINANCE N.V., a Netherlands Antilles corporation ("Assignee"), having an office at 6 J.B. Gorsiraweg, P.O. Box 3889, Willemstad Curacao, Netherlands Antilles, its successors and assigns.

W I T N E S S E T H:

WHEREAS, 30 South Trust is the owner of fee simple title to that certain plot, piece or parcel of land situated, lying and being in the City of Chicago, County of Cook, State of Illinois, as more particularly described in Exhibit A attached hereto, including all of the easements, rights, privileges and appurtenances (including any "air" or development rights) thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, claim or demand of whatsoever kind of Assignor therein and in the rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining thereto, in law or in equity, or in possession or expectancy, now or hereafter acquired (including, without limitation, all easements, rights, privileges and appurtenances pursuant to that certain Chicago Mercantile Exchange Center Easements, Reservations, Covenants And Restrictions dated July 22, 1981 among 30 South Trust, American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated June 2, 1981 and known as Trust No. 51234 ("10 South Trust"), and American National Bank and Trust Company, as Trustee under Trust Agreement dated June 2, 1981 and known as

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Trust No. 51235, recorded in the Office of the Recorder of Deeds, Cook County, Illinois, on July 23, 1981 as Document No. 25945760, as amended by that certain Amendment dated as of February 17, 1982, Second Amendment dated as of December 14, 1983, Third Amendment dated as of June 4, 1986 and Fourth Amendment dated as of November 1, 1988), together with all structures or buildings, and replacements thereof, now or hereafter erected or located thereon, including, without limitation, all equipment, apparatus, machinery and fixtures of every kind and nature whatsoever forming part of said structures or buildings (collectively, the "Premises");

WHEREAS, 30 South Trust is liable to Assignee pursuant to that certain Mortgage Note (the "Note") dated the date hereof in the principal sum of Four Hundred Twenty-Eight Million Five Hundred Thousand Dollars (\$428,500,000.00), executed by 30 South Trust, 10 South Trust, Beneficiary and certain other parties (collectively, "Borrower") in favor of Assignee;

WHEREAS, Beneficiary is the owner of one hundred percent (100%) of the beneficial interest in 30 South Trust, and will benefit from the Loan;

WHEREAS, the Note evidences the Loan (as such term is defined in the Note) made by Assignee to Borrower, which Loan shall mature no later than December 13, 1999 and shall bear interest at the rates specified in the Note;

WHEREAS, this Assignment is being executed and delivered, as additional security for payment of all of the Indebtedness (as hereinafter defined) which is secured by that certain Mortgage, Security Agreement And Financing Statement (the "Mortgage") dated as of the date hereof, executed by 30 South Trust in favor of Assignee;

WHEREAS, this Assignment is being executed and delivered as additional security for (i) the payment of the principal amount evidenced by the Note, together with all Note Interest (as such term is defined in the Note) thereon, but excluding the 10 South Indebtedness (as such term is defined in the Mortgage), (ii) any and all amounts due Assignee under the Mortgage and any and all other "Loan Documents" (as such term is defined in the Mortgage) (such amounts are hereinafter collectively referred to as the "Indebtedness") and

(iii) the performance and observance by Assignor of all of the provisions of the Loan Documents given by or on behalf of Assignor to Assignee in connection with the Indebtedness and any and all other documents which may hereafter be given by or on behalf of Assignor to Assignee as further security for, or in connection with, the Indebtedness.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to secure payment of the Indebtedness and the performance and observance of all of the provisions of the Loan Documents, Assignor hereby assigns to Assignee, as collateral, all of Assignor's right, title and interest in and to all leases, subleases, licenses and other agreements related to occupancy now or hereafter pertaining to the Premises or any portion thereof, and any extensions, renewals or modifications thereof and any guaranties or the obligations owed Assignor thereunder (collectively, the "Leases"), and all of the rents, additional rents, charges, issues and profits payable under the Leases from the date hereof to the end of the term of the Leases and any renewals and extensions thereof (hereinafter collectively referred to as the "Rents").

1. Assignor shall duly and timely perform and observe in a commercially reasonable manner all of the material terms, covenants and conditions of all Major Leases (as such term is defined in the Mortgage) required to be performed and observed by the landlord thereunder.

2. Assignor hereby irrevocably authorizes and directs each tenant under the Leases (collectively, the "Tenants"), upon receipt of written notice from Assignee of the occurrence of an Event of Default (a copy of which shall be sent to Assignor) and until directed otherwise by Assignee, to pay directly to, or as directed by Assignee, all Rents under its Lease from and after the receipt of such notice. Assignor agrees that the Tenants shall have the right to rely upon any such notice from Assignee, and to pay such Rents to or as directed by Assignee without any obligation to inquire into the actual existence of any Event of Default claimed by Assignee, and notwithstanding any notice from or contrary claim by Assignor; and Assignor shall have no right or claim against any Tenant with respect to any Rents so paid to Assignee. Upon acceptance by Assignee of a cure of an

Event of Default, it will notify each Tenant to resume paying all Rents to Assignor.

3. Subject to the provisions of this Assignment hereinafter set forth, Assignee waives the right to enter the Premises for the purpose of collecting the Rents, and grants Assignor the right to collect, but not more than one (1) month in advance (except for any payment of rent allocable to the first and last month of the term of any Lease), the Rents. The right of Assignor to collect the Rents and the waiver set forth in the preceding sentence may be revoked by Assignee (i) if a default by Assignor in the observance or performance of any of the terms, covenants or provisions of this Assignment on Assignor's part to be observed or performed shall continue beyond twenty (20) Business Days (as such term is defined in the Mortgage) following written notice from Assignee to Assignor (or such longer period of time as may be reasonable) if any default hereunder cannot be cured within such twenty (20) Business Day period, provided that Assignor commences a cure within such twenty (20) Business Day period and diligently prosecutes a cure) or (ii) upon an "Event of Default" as provided in the Mortgage (the events provided in clauses (i) and (ii) being hereinafter collectively referred to as an "Event of Default"), by giving notice of such revocation to Assignor. Following such notice, Assignee may retain and apply the Rents toward payment or performance of the Indebtedness in such priority and proportions as Assignee, in its sole discretion, shall deem proper, or to the operation, maintenance and repair of the Premises.

4. Upon the occurrence of an Event of Default and until a cure therefor is accepted by Assignee, Assignor shall facilitate the collection of the Rents by Assignee (and to the extent the Rents are collected by Assignor, Assignor will hold the Rents in trust for use in payment of the Indebtedness or for costs of ownership, operation, maintenance and repair of the Premises), and will, upon the request of Assignee, execute written notice to the Tenants under the Leases directing the Tenants to pay the Rents to Assignee or to any appointed receiver. The Rents may be retained and applied by Assignee toward the payment of the Indebtedness in such priority and proportions as Assignee, in its sole discretion, shall deem proper, or to the operation, maintenance and repair of the Premises.

5. Upon the occurrence of an Event of Default, Assignee, at its option, shall have the right, but not the obligation, to enter upon and take over and assume the management, operation and maintenance of the Premises and to perform all necessary and proper acts and to expend such sums out of the income of the Premises as may be necessary in connection therewith, in the same manner and to the same extent as Assignor theretofore might do, including, to the extent permitted by law, the right (i) to effect new Leases, enforce, cancel or surrender the Leases, alter, modify or amend the provisions thereof, to make concessions to the Tenants thereunder; (ii) obtain and evict operators, concessionaires and licensees; (iii) demand, collect, sue for, attach, levy, recover, receive and compromise Rents which may be or may hereafter become due, owing or payable from any Tenants of the Premises; (iv) lease or rent the Premises or any part thereof for such time and at such rentals as Assignee, in its sole discretion, may deem advisable; (v) institute, prosecute, settle or compromise any proceedings for (a) the recovery of Rents or for removing any and all Tenants, through summary or other proceedings, or (b) the protection of the Premises or for the recovery of any damage done to the Premises or for the abatement of any nuisance thereon or thereabouts; (vi) make any changes or improvements, structural or otherwise, on, in or to the Premises or any part thereof which Assignee may deem necessary or expedient for the leasing, renting or preservation thereof; and (vii) do any acts, whether herein expressly authorized or not, which Assignee deems proper to protect the security hereof and in all respects act in the place and stead of Assignor and have all of the powers of owner as possessed by Assignor for the purposes aforesaid until all Indebtedness secured hereby is paid in full, and Assignor hereby releases and waives all claims against Assignee arising out of such management, operation and maintenance; excluding, however, any claims arising as a result of the acts of bad faith, intentional misconduct or gross negligence of Assignee, or its agents.

6. Assignor hereby agrees to indemnify Assignee against and hold it harmless from any and all liability, loss, cost, claims or damage including reasonable attorneys' fees and disbursements which it may or shall incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligation or undertaking on its part to

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perform or discharge any of the terms, covenants and conditions of any Lease; excluding, however, any liability, loss, cost, claim or damage arising as the result of any acts of bad faith or intentional misconduct of Assignee, or its agents, while in possession of the Premises. Should Assignee incur any such liability, loss, cost, claims or damage under any Lease or under or by reason of this Assignment, or in defending against any such claims or demands, the amount thereof, including reasonable costs, expenses and attorneys' fees, shall be secured hereby and by the other Loan Documents, and Assignor shall reimburse Assignee therefor immediately upon demand. Any amounts payable to Assignee under this Section 6, if not paid within ten (10) Business Days after written demand therefor by Assignee, shall bear interest from the date of such demand through the date of payment at the Default Rate (as such term is defined in the Mortgage). Nothing contained herein shall operate or be construed to obligate Assignee to perform or discharge any of the terms, covenants, conditions or otherwise impose any obligation upon Assignee with respect to any of the Leases or under or by reason of this Assignment.

7. Failure of Assignee to avail itself of any of the terms, covenants and conditions of this Assignment shall not be construed or deemed to be a waiver of any of its rights hereunder. The rights and remedies of the Assignee under this Assignment are cumulative and are not in lieu of but are in addition to, and shall not be affected by the exercise of, any other rights and remedies which Assignee shall have under or by virtue of law or equity, or the other Loan Documents.

8. Upon the release of the Mortgage, as evidenced by the recording of an instrument of reconveyance or satisfaction or release of the Mortgage executed by Assignee without the recording of another mortgage or deed of trust in favor of or for the benefit of Assignee encumbering the Premises, this Assignment shall become null and void and of no effect, and Assignee, on demand of and at the cost and expense of Assignor, shall promptly execute proper instruments in recordable form acknowledging satisfaction and discharge of this Assignment.

9. Except as provided herein, no alteration, extension, renewal, change, modification, release, amendment, compromise or cancellation, in whole or in part, of any term, covenant or provision of the Loan Documents, in

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whole or in part, shall affect this Assignment in any manner or diminish or release any of the rights of Assignee hereunder.

10. Assignor hereby waives any and all legal requirements that Assignee institute any action or proceeding in law or in equity against any other party, or exhaust its remedies under the Loan Documents or any other document or instrument evidencing, securing or guaranteeing payment of the Indebtedness, in whole or in part, or in respect of any other security held by Assignee as a condition precedent to exercising its rights and remedies under this Assignment.

11. It is the intention of the parties hereto that any and all Leases affecting the Premises or any portion thereof presently in effect or hereafter entered into by Assignor shall be covered by the provisions of this Assignment and all such Leases and all of Assignor's right, title and interest in all such Leases, and the Rents to be payable hereunder, are hereby assigned to Assignee until the end of the respective terms thereof and any renewals or extensions thereof, and are subject to all of the terms, covenants and provisions of this Assignment. Upon the request of Assignee, Assignor shall deliver a true and correct copy of each such Lease to Assignee promptly after the execution and delivery of the same. Assignor shall, upon the request of Assignee, execute and deliver in recordable form all instruments which Assignee may reasonably request to further evidence and confirm such assignment of each such Lease.

12. This Assignment shall be binding upon the Assignor and upon the successors, assigns, transferees and vendees of the Assignor and shall inure to the benefit of the Assignee's successors, assigns, transferees and vendees permitted under the terms of the Note.

13. This Assignment may only be modified, altered, amended, or terminated by an agreement in writing executed by the parties hereto.

14. Any notice, request, demand, statement or consent made hereunder or in connection herewith shall be in writing and shall be sent in the manner specified in the Mortgage.

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15. If any term, covenant or condition of this Assignment shall be held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.

16. Assignor shall not, and shall not have the right or power to, accept prepayments of installments of Rent (howsoever denominated) under Leases more than one (1) month in advance (except for any payment of rent allocable to the first and the last month of the term of any Lease). After the occurrence of an Event of Default, Assignee may give notice of the existence of this Assignment together with a copy of the same, to the Tenants.

17. This Assignment and the rights and duties of the Assignor and Assignee shall be governed by the laws of the State of Illinois. Any claim, action or proceeding arising out of or relating to this Assignment may be maintained against the Assignor in the courts of the State of Illinois, or in any federal court in the State of Illinois. Assignor hereby (i) irrevocably submits to the personal jurisdiction of the courts of the State of Illinois or of any federal court in the State of Illinois in any claim, action or proceeding to be brought against Assignor for the enforcement of any of its duties or obligations under this Assignment and (ii) waives any and all rights under the law of the State of Illinois or any other jurisdiction to object to the jurisdiction of the courts of the State of Illinois or the federal courts in the State of Illinois, as hereinabove set forth.

18. Notwithstanding anything herein to the contrary, the liability of Assignor for and on account of the nonpayment of the Note or any amounts that may become due hereunder or under any of the Loan Documents or otherwise in connection with the Loan, or for any nonperformance of any of the obligations hereunder or under any of the Loan Documents to be performed by Assignor, or for any breach of any representation or warranty made by Assignor herein or in any of the Loan Documents, shall be limited to recourse against the Premises, any sums held by Assignee pursuant to this Assignment, any proceeds of the sale or other conversion of any portion of the Premises, and the rents, issues and profits of the Premises and all other revenues arising therefrom after an Event of Default. Nothing contained in this Section 18 shall (i) be deemed to be a release or impairment of the debt

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evidenced by the Note, or the lien of the Mortgage, this Assignment, or the other Loan Documents or (ii) preclude Assignee from foreclosing on the Mortgage or from enforcing any of the other rights of Assignor hereunder or under any of the Loan Documents or (iii) be deemed to release or otherwise affect the obligations of any person or Entity (as such term is defined in the Mortgage) other than Assignor. This Assignment is executed by American National Bank & Trust Company of Chicago, as Trustee as aforesaid and not personally, and as said Trustee, Mortgagee, its successors, administrators, beneficiaries and assigns shall have no personal liability hereunder for payment of any amount or performance of any covenants contained herein, all such liability being expressly waived. Nothing herein shall be deemed to be a waiver of any right which the Assignee may have under the Bankruptcy Reform Act of 1978 or any successor thereto or similar provisions under the law of the State of Illinois to file a secured claim for the full amount of the debt owing to the Assignee by the Assignor hereunder or under the Note or to require that all collateral shall continue to secure all the Indebtedness owing to the Assignee in accordance with the Note, the Mortgage, this Assignment and any other Loan Document.

19. Anything in this Assignment to the contrary notwithstanding, the agreements of Beneficiary shall only be enforceable against, and in the event of a default by Beneficiary hereunder the liability of Beneficiary and the partners thereof shall be limited to, the assets of Beneficiary. Without limiting the generality of the foregoing, (i) no partner of Beneficiary shall have any individual or personal liability in respect to any claim arising out of or related to this Assignment, and (ii) a deficit capital account of any partner in Beneficiary shall not be deemed an asset or property of Beneficiary.

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IN WITNESS WHEREOF, Assignor has duly executed this Assignment the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NO. 48268

By: [Signature]
Its: VICE President

Attest:
By: [Signature]
Its: ACCOUNTANT

C.M.E. CENTER, an Illinois limited partnership

By: MS/JMB VENTURE, an Illinois joint venture

As General Partner

By: Metropolitan Structures, an Illinois general partnership

As Joint Venturer

By: Metco Properties, an Illinois limited partnership

As General Partner

By: [Signature]
Its General Partner

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By: JMB/Wacker Development Company, an Illinois general partnership

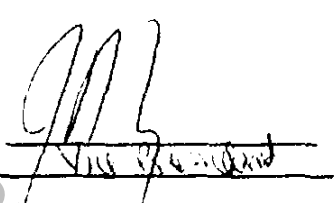
As Joint Venturer

By: JMB/Wacker Corporation, an Illinois corporation

As General Partner

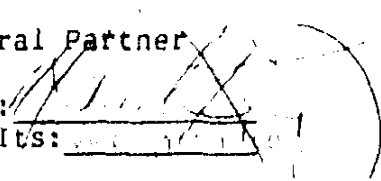
Attest:

Its:



By:

Its:



Property of Cook County Clerk's Office

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(Trusts)

STATE OF ILLINOIS)

SS

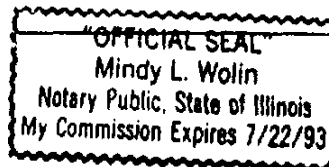
COUNTY OF COOK)

I, Mindy L. Wolin, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that J. Michael Whelan and Claire Rosati Feley, of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO ("Association"), who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, 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 Assistant Secretary then and there acknowledged that he/she, as custodian of the corporate seal of said Association, did affix the corporate seal of said Association to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Association, as Trustee as aforesaid, for the uses and purposes set forth therein.

GIVEN under my hand and Notarial Seal this 13th day of December, 1989.

Mindy L. Wolin
Notary Public

My commission expires:



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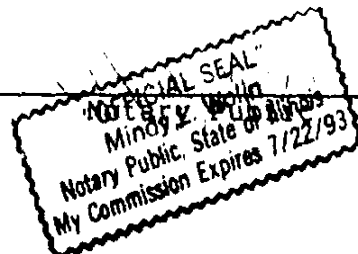
(C.M.E. Center - JMB/WACKER CORPORATION)

STATE OF ILLINOIS

COUNTY OF COOK

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____ and _____, of JMB/WACKER CORPORATION, an Illinois corporation, which in turn is a general partner of JMB/Wacker Development Company, an Illinois general partnership, which in turn is a general partner of MS/JMB Venture, an Illinois general partnership, which in turn is a general partner of C.M.E. Center, an Illinois limited partnership and personally known to me to be the _____ and _____ of said corporation, and personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ and _____ they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to the 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 official seal, this 13th day of December, 1989.



My commission expires:

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(C.M.E. Center - Metco)

STATE OF ILLINOIS)

SS

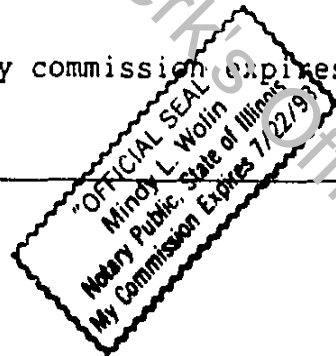
COUNTY OF COOK)

I, Mindy L. Wolin, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael A. Lee, a general partner of METCO PROPERTIES, an Illinois limited partnership, which in turn is a general partner of Metropolitan Structures, an Illinois general partnership, which in turn is a general partner of MS/JMB Venture, an Illinois joint venture, which in turn is a general partner of C.M.E. Center, an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such general partner, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said partnerships, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13th day of December, 1989.

Mindy L. Wolin
Notary Public

My commission expires:



89592215

PARCEL 1: (TOWER SITE NO. 1)

BEING THE LAND, PROPERTY AND SPACE IN THAT PART OF BLOCK 80 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF SAID BLOCK 80 AT THE POINT OF INTERSECTION OF SAID SOUTH LINE WITH THE WEST LINE OF SOUTH WACKER DRIVE, SAID WEST LINE OF SOUTH WACKER DRIVE BEING ALSO THE WEST LINE OF THE EAST 54.00 FEET OF SAID BLOCK 80 AS ESTABLISHED BY ORDINANCE RELATING TO THE WACKER DRIVE ROUTE OF "THE COMPREHENSIVE SUPER HIGHWAY SYSTEM" PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 5TH DAY OF SEPTEMBER, 1946 AND RUNNING THENCE NORTH ALONG SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 178.816 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF SOUTH WACKER DRIVE (SAID PERPENDICULAR LINE BEING 20.08 FEET SOUTH FROM AND PARALLEL WITH A CERTAIN BUILDING COLUMN CENTER LINE A DISTANCE OF 30.75 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH SAID WEST LINE OF SOUTH WACKER DRIVE, A DISTANCE OF 20.08 FEET TO AN INTERSECTION WITH SAID COLUMN CENTER LINE; THENCE WEST ALONG SAID COLUMN CENTER LINE A DISTANCE OF 155.667 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID COLUMN CENTER LINE, A DISTANCE OF 20.08 FEET; THENCE WEST ALONG A LINE PARALLEL WITH SAID COLUMN CENTER LINE A DISTANCE OF 28.174 FEET TO AN INTERSECTION WITH THE DOCK LINE ON THE EAST SIDE OF THE SOUTH BRANCH OF THE CHICAGO RIVER BETWEEN MADISON AND MONROE STREETS AS ESTABLISHED BY ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 28TH DAY OF FEBRUARY, 1946; THENCE SOUTHWARDLY ALONG SAID DOCK LINE A DISTANCE OF 158.60 FEET TO AN INTERSECTION WITH A LINE 20.00 FEET, MEASURED PERPENDICULARLY, NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 80; THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 19.12 FEET TO AN INTERSECTION WITH A LINE DRAWN PERPENDICULAR TO SAID SOUTH LINE OF BLOCK 80 FROM A POINT THEREON DISTANT 20.00 FEET EAST FROM THE POINT OF INTERSECTION OF SAID SOUTH LINE WITH SAID DOCK LINE; THENCE SOUTH ALONG SAID PERPENDICULAR LINE A DISTANCE OF 20.00 FEET TO AN INTERSECTION WITH SAID SOUTH LINE OF BLOCK 80; AND THENCE EAST ALONG SAID SOUTH LINE OF BLOCK 80 A DISTANCE OF 202.72 FEET TO THE POINT OF BEGINNING; TOGETHER WITH THE PROPERTY AND SPACE LYING BETWEEN HORIZONTAL PLANES WHICH ARE 21.50 FEET AND 49.50 FEET, RESPECTIVELY, ABOVE CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID BLOCK 80 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE COLUMN CENTERLINE MARKING THE NORTH LINE OF TOWER SITE NO. 1 AT THAT CORNER OF SAID TOWER SITE NO. 1 WHICH IS 30.75 FEET WEST FROM SAID WEST LINE OF SOUTH WACKER DRIVE; AND RUNNING THENCE WEST ALONG SAID COLUMN CENTER LINE A DISTANCE OF 155.667 FEET; THENCE NORTH, PARALLEL WITH SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 90.00 FEET; THENCE EAST ALONG A LINE PARALLEL WITH SAID COLUMN CENTER LINE A DISTANCE OF FOUR INCHES (0.333 FEET); THENCE AROUND A BUILDING COLUMN AS FOLLOWS: SOUTH 2.50 FEET; EAST 5.00 FEET; AND NORTH 2.50 FEET; THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 25.00 FEET; THENCE AROUND A BUILDING COLUMN AS FOLLOWS: SOUTH 2.50 FEET; EAST 5.00 FEET; AND NORTH 2.50 FEET; THENCE EAST ALONG SAID PARALLEL

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LINE A DISTANCE OF 25.00 FEET; THENCE AROUND A BUILDING COLUMN AS FOLLOWS: SOUTH 2.50 FEET; EAST 5.00 FEET; AND NORTH 2.50 FEET; THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 25.00 FEET; THENCE AROUND A BUILDING COLUMN AS FOLLOWS: SOUTH 2.50 FEET; EAST 5.00 FEET; AND NORTH 2.50 FEET; THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 25.00 FEET; THENCE AROUND A BUILDING COLUMN AS FOLLOWS: SOUTH 2.50 FEET; EAST 5.00 FEET; AND NORTH 2.50 FEET; THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 25.00 FEET; THENCE AROUND A BUILDING COLUMN AS FOLLOWS: SOUTH 2.50 FEET; EAST 5.00 FEET; AND NORTH 2.50 FEET; THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 4 INCHES (0.333 OF A FOOT) TO A POINT 30.75 FEET WEST FROM SAID WEST LINE OF SOUTH WACKER DRIVE; AND THENCE SOUTH ALONG A STRAIGHT LINE A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING. EXCEPTING HOWEVER FROM THE LAND, PROPERTY AND SPACE IN SAID TOWER SITE NO. 1 THAT PART THEREOF LYING BETWEEN HORIZONTAL PLANES WHICH ARE 49.50 FEET AND 22.50 FEET, RESPECTIVELY, ABOVE CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID BLOCK 80 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SOUTH WACKER DRIVE AT THAT CORNER OF SAID TOWER SITE NO. 1 WHICH IS 178.810 FEET NORTH FROM THE INTERSECTION OF SAID WEST LINE WITH THE SOUTH LINE OF SAID BLOCK 80, AND RUNNING THENCE WEST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 30.75 FEET; THENCE NORTH PARALLEL WITH SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 20.08 FEET TO AN INTERSECTION WITH THE BUILDING COLUMN CENTER LINE MARKING THE NORTH LINE OF SAID TOWER SITE NO. 1; THENCE WEST ALONG SAID COLUMN CENTER LINE A DISTANCE OF 155.667 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID COLUMN CENTER LINE A DISTANCE OF 20.08 FEET; THENCE WEST ALONG A LINE PARALLEL WITH SAID COLUMN CENTER LINE A DISTANCE OF 28.174 FEET TO AN INTERSECTION WITH THE DOCK LINE ON THE EAST SIDE OF THE SOUTH BRANCH OF THE CHICAGO RIVER BETWEEN MADISON AND MONROE STREETS AS ESTABLISHED BY ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 28TH DAY OF FEBRUARY, 1946; THENCE SOUTHWARDLY ALONG SAID DOCK LINE A DISTANCE OF 72.495 FEET TO A POINT WHICH IS 92.50 FEET, MEASURED PERPENDICULARLY, SOUTH FROM SAID COLUMN CENTER LINE AND 217.891 FEET WEST FROM SAID WEST LINE OF SOUTH WACKER DRIVE; THENCE EAST ALONG A LINE PARALLEL WITH SAID COLUMN CENTER LINE A DISTANCE OF 31.808 FEET; THENCE AROUND A BUILDING COLUMN AS FOLLOWS: NORTH 5.00 FEET; EAST 5.00 FEET; AND SOUTH 5.00 FEET; THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 25.00 FEET; THENCE AROUND A BUILDING COLUMN AS FOLLOWS: NORTH 5.00 FEET; EAST 5.00 FEET; AND SOUTH 5.00 FEET; THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 25.00 FEET; THENCE AROUND A BUILDING COLUMN AS FOLLOWS: NORTH 5.00 FEET; EAST 5.00 FEET AND SOUTH 5.00 FEET; THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 25.00 FEET; THENCE AROUND A BUILDING COLUMN AS

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FOLLOWS: NORTH 5.00 FEET; EAST 5.00 FEET; AND SOUTH 5.00 FEET; THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 25.00 FEET; THENCE AROUND A BUILDING COLUMN AS FOLLOWS: NORTH 5.00 FEET; EAST 5.00 FEET AND SOUTH 5.00 FEET; THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 25.00 FEET; THENCE AROUND A BUILDING COLUMN AS FOLLOWS: NORTH 5.00 FEET; EAST 5.00 FEET AND SOUTH 5.00 FEET; THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 31.083 FEET TO AN INTERSECTION WITH SAID WEST LINE OF SOUTH WACKER DRIVE; AND THENCE NORTH ALONG SAID WEST LINE A DISTANCE OF 72.42 FEET TO THE POINT OF BEGINNING. AND EXCEPTING FROM SAID LAND, PROPERTY AND SPACE IN SAID TOWER SITE NO. 1 THAT PART THEREOF LYING BETWEEN HORIZONTAL PLANES WHICH ARE 72.50 FEET AND 107.00 FEET, RESPECTIVELY, ABOVE CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID BLOCK 80 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SOUTH WACKER DRIVE AT THAT CORNER OF SAID TOWER SITE NO. 1 WHICH IS 178.816 FEET NORTH FROM THE INTERSECTION OF SAID WEST LINE WITH THE SOUTH LINE OF SAID BLOCK 80. AND RUNNING THENCE WEST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 30.75 FEET; THENCE NORTH PARALLEL WITH SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 20.08 FEET TO AN INTERSECTION WITH THE BUILDING COLUMN CENTER LINE MARKING THE NORTH LINE OF SAID TOWER SITE NO. 1; THENCE WEST ALONG SAID COLUMN CENTER LINE A DISTANCE OF 155.667 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID COLUMN CENTER LINE A DISTANCE OF 20.08 FEET; THENCE WEST ALONG A LINE PARALLEL WITH SAID COLUMN CENTER LINE A DISTANCE OF 28.174 FEET TO AN INTERSECTION WITH THE DOCK LINE ON THE EAST SIDE OF THE SOUTH BRANCH OF THE CHICAGO RIVER BETWEEN MADISON AND MONROE STREETS AS ESTABLISHED BY ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 28TH DAY OF FEBRUARY, 1948; THENCE SOUTHWARDLY ALONG SAID DOCK LINE A DISTANCE OF 67.49 FEET TO A POINT WHICH IS 87.50 FEET MEASURED PERPENDICULARLY SOUTH FROM SAID COLUMN CENTER LINE AND 217.662 FEET WEST FROM SAID WEST LINE OF SOUTH WACKER DRIVE; THENCE EAST ALONG A LINE PARALLEL WITH SAID COLUMN CENTER LINE SAID DISTANCE OF 217.662 FEET TO AN INTERSECTION WITH SAID WEST LINE OF SOUTH WACKER DRIVE; AND THENCE NORTH ALONG SAID WEST LINE, A DISTANCE OF 67.42 FEET TO THE POINT OF BEGINNING. AND EXCEPTING FROM SAID LAND, PROPERTY AND SPACE IN SAID TOWER SITE NO. 1 THAT PART THEREOF LYING BETWEEN HORIZONTAL PLANES WHICH ARE 107.00 FEET AND 118.50 FEET, RESPECTIVELY, ABOVE CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID BLOCK 80 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SOUTH WACKER DRIVE AT THAT CORNER OF SAID TOWER SITE NO. 1 WHICH IS 178.816 FEET NORTH FROM THE INTERSECTION OF SAID WEST LINE WITH THE SOUTH LINE OF SAID BLOCK 80.

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AND RUNNING THENCE WEST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 30.75 FEET; THENCE NORTH PARALLEL WITH SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 20.08 FEET TO AN INTERSECTION WITH THE BUILDING COLUMN CENTER LINE MARKING THE NORTH LINE OF SAID TOWER SITE NO. 1; THENCE WEST ALONG SAID COLUMN CENTER LINE A DISTANCE OF 155.667 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID COLUMN CENTERLINE A DISTANCE OF 20.08 FEET; THENCE WEST ALONG A LINE PARALLEL WITH SAID COLUMN CENTER LINE A DISTANCE OF 28.174 FEET TO AN INTERSECTION WITH THE DOCK LINE ON THE EAST SIDE OF THE SOUTH BRANCH OF THE CHICAGO RIVER BETWEEN MADISON AND MONROE STREETS AS ESTABLISHED BY ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 28TH DAY OF FEBRUARY, 1946; THENCE SOUTHWARDLY ALONG SAID DOCK LINE A DISTANCE OF 54.977 FEET TO A POINT WHICH IS 75.00 FEET, MEASURED PERPENDICULARLY, SOUTH FROM SAID COLUMN CENTER LINE AND 217.093 FEET WEST FROM SAID WEST LINE OF SOUTH WACKER DRIVE; THENCE EAST ALONG A LINE PARALLEL WITH SAID COLUMN CENTER LINE SAID DISTANCE OF 217.093 FEET TO AN INTERSECTION WITH SAID WEST LINE OF SOUTH WACKER DRIVE; AND THENCE NORTH ALONG SAID WEST LINE A DISTANCE OF 54.920 FEET TO THE POINT OF BEGINNING, AND EXCEPTING FROM SAID LAND, PROPERTY AND SPACE IN SAID TOWER SITE NO. 1 THAT PART THEREOF LYING BETWEEN HORIZONTAL PLANES WHICH ARE 118.50 FEET AND 141.50 FEET, RESPECTIVELY, ABOVE CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID BLOCK 80 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SOUTH WACKER DRIVE AT THAT CORNER OF SAID TOWER SITE NO. 1 WHICH IS 178.816 FEET NORTH FROM THE INTERSECTION OF SAID WEST LINE WITH THE SOUTH LINE OF SAID BLOCK 80, AND RUNNING THENCE WEST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 30.75 FEET; THENCE NORTH PARALLEL WITH SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 20.08 FEET TO AN INTERSECTION WITH THE BUILDING COLUMN CENTER LINE MARKING THE NORTH LINE OF SAID TOWER SITE NO. 1; THENCE WEST ALONG SAID COLUMN CENTER LINE A DISTANCE OF 155.667 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID COLUMN CENTER LINE A DISTANCE OF 20.08 FEET; THENCE WEST ALONG A LINE PARALLEL WITH SAID COLUMN CENTER LINE A DISTANCE OF 28.174 FEET TO AN INTERSECTION WITH THE DOCK LINE ON THE EAST SIDE OF THE SOUTH BRANCH OF THE CHICAGO RIVER BETWEEN MADISON AND MONROE STREETS AS ESTABLISHED BY ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 28TH DAY OF FEBRUARY, 1946; THENCE SOUTHWARDLY ALONG SAID DOCK LINE A DISTANCE OF 53.475 FEET TO A POINT WHICH IS 73.50 FEET, MEASURED PERPENDICULARLY, SOUTH FROM SAID COLUMN CENTER LINE AND 217.024 FEET WEST FROM SAID WEST LINE OF SOUTH WACKER DRIVE; THENCE EAST ALONG A LINE PARALLEL WITH SAID COLUMN CENTER LINE SAID DISTANCE OF 217.024 FEET TO AN INTERSECTION WITH SAID WEST LINE OF SOUTH WACKER DRIVE; AND THENCE NORTH ALONG SAID WEST LINE A

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DISTANCE OF 53.420 FEET TO THE POINT OF BEGINNING, AND EXCEPTING FROM SAID LAND, PROPERTY AND SPACE IN SAID TOWER SITE NO. 1 THAT PART THEREOF LYING BETWEEN HORIZONTAL PLANES WHICH ARE 141.50 FEET AND 153.00 FEET, RESPECTIVELY, ABOVE CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID BLOCK 80 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SOUTH WACKER DRIVE AT THAT CORNER OF SAID TOWER SITE NO. 1 WHICH IS 178.816 FEET NORTH FROM THE INTERSECTION OF SAID WEST LINE WITH THE SOUTH LINE OF SAID BLOCK 80, AND RUNNING THENCE WEST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 30.75 FEET; THENCE NORTH PARALLEL WITH SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 20.08 FEET TO AN INTERSECTION WITH THE BUILDING COLUMN CENTER LINE MARKING THE NORTH LINE OF SAID TOWER SITE NO. 1; THENCE WEST ALONG SAID COLUMN CENTER LINE A DISTANCE OF 155.667 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID COLUMN CENTER LINE A DISTANCE OF 20.08 FEET; THENCE WEST ALONG A LINE PARALLEL WITH SAID COLUMN CENTER LINE A DISTANCE OF 28.174 FEET TO AN INTERSECTION WITH THE DOCK LINE ON THE EAST SIDE OF THE SOUTH BRANCH OF THE CHICAGO RIVER BETWEEN MADISON AND MONROE STREETS AS ESTABLISHED BY ORDINANCE PASSED BY CITY COUNCIL OF THE CITY OF CHICAGO ON THE 28TH DAY OF FEBRUARY, 1946; THENCE SOUTHWARDLY ALONG SAID DOCK LINE A DISTANCE OF 36.791 FEET TO A POINT WHICH IS 56.833 FEET, MEASURED PERPENDICULARLY, SOUTH FROM SAID COLUMN CENTER LINE AND 216.265 FEET WEST FROM SAID WEST LINE OF SOUTH WACKER DRIVE; THENCE EAST ALONG A LINE PARALLEL WITH SAID COLUMN CENTER LINE SAID DISTANCE OF 216.265 FEET TO AN INTERSECTION WITH SAID WEST LINE OF SOUTH WACKER DRIVE; AND THENCE NORTH ALONG SAID WEST LINE A DISTANCE OF 36.753 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A PERPETUAL EASEMENT APPURTENANT FOR THE BENEFIT OF PARCEL 1 TO ENTER UPON AND USE AT STREET OR PLAZA LEVEL, TO CONSTRUCT AND MAINTAIN THEREON, AND TO USE WALKWAYS AND/OR LANDSCAPED AREAS, AND TO CONSTRUCT AND MAINTAIN SUCH SUBSURFACE AND OTHER SUPPORTS AS MAY BE NECESSARY TO SUPPORT SUCH STREET OR PLAZA LEVEL AREAS, AND FOR OTHER PURPOSES, ALL AS CREATED IN DEED DATED APRIL 18, 1980 FROM THE CITY OF CHICAGO, GRANTOR, TO JEAN I. HOMEYER, AND HER SUCCESSORS AND ASSIGNS, GRANTEE, AND RECORDED ON MAY 7, 1980 AS DOCUMENT 25449175, OVER THE FOLLOWING DESCRIBED LAND (AND IDENTIFIED AS EXHIBIT "A" AND "B" IN SAID DOCUMENT NUMBER 25449175):

EXHIBIT "A":

THAT PART OF BLOCK 80 AND THAT PART OF THE LAND, IF ANY, LYING WEST OF

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AND ADJOINING SAID BLOCK 80, IN SCHOOL SECTION ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A WESTWARD EXTENSION OF THE NORTH LINE OF SAID BLOCK 80 WITH THE DOCK LINE ON THE EAST SIDE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AS ESTABLISHED BY ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 28TH DAY OF FEBRUARY, 1946, AND RUNNING THENCE EAST ALONG SAID WESTWARD EXTENSION AND ALONG SAID NORTH LINE OF BLOCK 80 A DISTANCE OF 10.03 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID NORTH LINE OF BLOCK 80, A DISTANCE OF 15.85 FEET; THENCE EAST ALONG A LINE PARALLEL WITH SAID NORTH LINE OF BLOCK 80, A DISTANCE OF 14.75 FEET; THENCE NORTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 3.00 FEET; THENCE WEST ALONG A LINE PARALLEL WITH SAID NORTH LINE OF BLOCK 80 A DISTANCE OF 0.49 OF A FOOT; THENCE NORTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 12.85 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID BLOCK 80; THENCE EAST ALONG SAID NORTH LINE OF BLOCK 80 A DISTANCE OF 11.41 FEET TO A POINT 36.00 FEET EAST FROM SAID POINT OF INTERSECTION OF THE WESTWARD EXTENSION OF THE NORTH LINE OF BLOCK 80 WITH SAID DOCK LINE ON THE EAST SIDE OF THE SOUTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID NORTH LINE OF BLOCK 80, A DISTANCE OF 30.00 FEET; THENCE WEST, PARALLEL WITH THE NORTH LINE, AND WESTWARD EXTENSION THEREOF, OF BLOCK 80, A DISTANCE OF 37.30 FEET TO AN INTERSECTION WITH SAID DOCK LINE ON THE EAST SIDE OF THE SOUTH BRANCH OF THE CHICAGO RIVER; AND THENCE NORTHWARDLY ALONG SAID DOCK LINE, A DISTANCE OF 30.03 FEET, TO THE POINT OF BEGINNING.

EXHIBIT "B"

THAT PART OF BLOCK 80 IN SCHOOL SECTION ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF SAID BLOCK 80 AT A POINT 9.87 FEET EAST FROM THE POINT OF INTERSECTION OF SAID SOUTH LINE WITH THE DOCK LINE ON THE EAST SIDE OF THE SOUTH BRANCH OF THE CHICAGO RIVER, AS ESTABLISHED BY ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 28TH DAY OF FEBRUARY, 1946; AND RUNNING THENCE EAST ALONG SAID SOUTH LINE OF BLOCK 80 A DISTANCE OF 10.13 FEET; THENCE NORTH ALONG A LINE PERPENDICULAR TO SAID SOUTH LINE OF BLOCK 80, A DISTANCE OF 20.00 FEET; THENCE WEST, PARALLEL WITH SAID SOUTH LINE OF BLOCK 80, A DISTANCE OF 19.12 FEET TO AN INTERSECTION WITH SAID DOCK LINE ON THE EAST SIDE OF THE SOUTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTHWARDLY ALONG SAID DOCK LINE A DISTANCE OF 2.72 FEET TO AN

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INTERSECTION WITH A LINE 17.28 FEET MEASURED PERPENDICULARLY, NORTH FROM AND PARALLEL WITH SAID SOUTH LINE OF BLOCK 80; THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 9.11 FEET TO AN INTERSECTION WITH A LINE PASSING THROUGH SAID POINT OF BEGINNING AND PERPENDICULAR TO SAID SOUTH LINE OF BLOCK 80; AND THENCE SOUTH ALONG SAID PERPENDICULAR LINE A DISTANCE OF 17.28 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

THE RECIPROCAL AND NON-EXCLUSIVE RIGHTS, EASEMENTS AND PRIVILEGES OF USE, INGRESS, EGRESS, PARKING, SUPPORT (FROM CAISSONS, COLUMNS, WALLS, HORIZONTAL SLABS AND OTHER SUPPORTS), UTILITY, COMMON AREAS AND FOR CONSTRUCTION, REPAIR, REPLACEMENT AND MAINTENANCE; AND THE EXCLUSIVE RIGHT, EASEMENT AND PRIVILEGE OF ENCROACHMENT; AND FOR OTHER PURPOSES, ALL CREATED, GRANTED AND DEFINED AS AN APPURTENANCE TO PARCEL 1 (DESCRIBED ABOVE), IN AND BY THAT CERTAIN AGREEMENT ENTITLED "THE CHICAGO MERCANTILE EXCHANGE CENTER EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS" DATED JULY 22, 1981 ENTERED INTO AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NO. 48268 (HEREINAFTER CALLED TRUST NO. 48268), AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NO. 51234 (HEREINAFTER CALLED TRUST NO. 51234) AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NO. 51235 (HEREINAFTER CALLED TRUST NO. 51235) AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS FOR COOK COUNTY, ILLINOIS AS DOCUMENT 25945760, AS SAID AGREEMENT HAS BEEN AMENDED BY (I) AN AGREEMENT ENTITLED "AMENDMENT OF THE CHICAGO MERCANTILE EXCHANGE CENTER EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS" DATED FEBRUARY 17, 1982 ENTERED INTO AMONG TRUST NO. 48268, TRUST NO. 51234 AND TRUST NO. 51235 AND RECORDED IN THE AFORESAID RECORDER'S OFFICE AS DOCUMENT NO. 26442825, AND (II) AN AGREEMENT ENTITLED "SECOND AMENDMENT OF THE CHICAGO MERCANTILE EXCHANGE CENTER EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS" DATED DECEMBER 14, 1983 ENTERED INTO AMONG TRUST NO. 48268, TRUST NO. 51234 AND TRUST NO. 51235 AND RECORDED IN THE AFORESAID RECORDER'S OFFICE AS DOCUMENT NO. 26896093 (SAID AGREEMENT, AS MODIFIED AFORESAID, HEREINAFTER CALLED THE REA), IN, ON, OVER, UPON AND UNDER CERTAIN ADJOINING REAL PROPERTY THEREIN MORE PARTICULARLY DESCRIBED TOGETHER WITH ALL OF THE RIGHTS, POWERS, EASEMENTS, PRIVILEGES AND BENEFITS UNDER THE REA ACCRUING TO THE OWNER OF PARCEL 5 ITS SUCCESSORS, LEGAL REPRESENTATIVES AND ASSIGNS".

Commonly known as 30 South Wacker Drive, Chicago, Illinois
Permanent Index Number 17-16-200-023

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