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AGREEMENT REGARDING AMENDMENT TO MORTGAGE AND OTHER LOAN DOCUMENTS

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THIS AGREEMENT (this "Agreement") is made as of the 11th day of April, 1989 between CHICAGO TITLE AND TRUST COMPANY, not personally but solely as Trustee under Trust Agreement dated April 16, 1985 and known as Trust No. 1026781, having its principal address at 111 Washington Street, Chicago, Illinois 60602 (the "Borrower"), and SWISS BANK CORPORATION, NEW YORK BRANCH, a branch of a banking corporation organized under the laws of Switzerland, having an office at 4 World Trade Center, New York, New York 10048 (the "Lender").

W I T N E S S E T H :

WHEREAS, the Borrower and the Lender are parties to a building loan agreement, dated as of June 16, 1988 (the "Building Loan Agreement"); capitalized terms used herein without definition shall have the meanings set forth in the Building Loan Agreement), pursuant to which the Lender has agreed to make available to the Borrower a loan (the "Loan") in the maximum principal amount of up to \$141,000,000 for the purpose of financing the acquisition cost of and ground rent related to the Land and certain costs of constructing an office tower and related site improvements thereon and certain operating deficits; and

WHEREAS, the Loan is evidenced and secured by the Loan Documents, which include, inter alia, the Note, the Mortgage, the Assignment of Leases and Rents and the Security Agreement; and

WHEREAS, the Mortgage and the Assignment of Leases and Rents encumber the Land which is described in Exhibit A, the Mortgage was recorded in the office of the County Clerk, Cook County, Illinois, on June 17, 1988 as Document No. 88264595 and the Assignment of Leases and Rents was recorded

PREPARED BY AND AFTER RECORDING
SHOULD BE RETURNED TO:
Thomas P. Higgins, Esq.
White & Case
1155 Avenue of the Americas
New York, New York 10036

PINS: 17-09-334-002
17-09-335-001

Common Address:
100 North Riverside Plaza
Chicago, Illinois

BOX 303

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in the office of the County Clerk, Cook County, Illinois, on June 17, 1988 as Document No. 88264596; and

WHEREAS, the Borrower has requested the Lender to increase by \$7,000,000 the maximum principal amount of the Loan from an amount up to \$141,000,000 to an amount up to \$148,000,000 and to amend the Building Loan Agreement, the Note and certain of the other documents executed and delivered in connection therewith (collectively, the "Building Loan Documents") in connection with such \$7,000,000 increase; and

WHEREAS, the Lender has agreed to such increase in the Loan and the Borrower and the Lender are entering into this Agreement in order to amend the Building Loan Agreement, the Note and certain of the other Building Loan Documents in order to reflect such increase and to reflect certain other amendments thereto.

NOW, THEREFORE, with reference to the foregoing recitals, in reliance thereon and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the Lender agree as follows:

1. The Building Loan Agreement is hereby amended as of the Effective Date (as hereinafter defined) as follows:

(a) all references in the Building Loan Agreement to the Loan shall mean a loan in the maximum principal amount of up to \$148,000,000 for the purposes set forth in the Building Loan Agreement;

(b) all references in the Building Loan Agreement to the Budget shall mean the budget which is attached hereto as Exhibit B, as the same may be hereafter amended, supplemented or otherwise modified from time to time pursuant to the terms of the Building Loan Agreement, and the reference in the last sentence of Section 8.1 of the Building Loan Agreement to Soft Cost Budget Line Item 15 shall be changed to Soft Cost Budget Line Item 15 as set forth in the attached budget;

(c) the borrowing restrictions set forth in section 4.1 of the Building Loan Agreement are of no further force or effect, and the Lender has cancelled the Loan Guarantee as of December 15, 1988 and returned the Loan Guarantee to the Guarantor;

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(d) anything in Section 5.2 of the Building Loan Agreement to the contrary notwithstanding, the Borrower shall pay to the Lender an additional Arrangement Fee in the amount of \$35,000 (the "Additional Arrangement Fee") in consideration for the agreement of the Lender to increase the Loan to the maximum principal amount of up to \$148,000,000;

(e) the following clauses (kk), (ll), (mm) and (nn) are hereby added at the end of Article 14 of the Building Loan Agreement:

"(kk) Borrower shall not (i) assign or terminate the lease, dated as of February 1, 1985 (the "333 Wacker Drive Lease"), between 333 Wacker Drive Venture, as landlord, and Morton Thiokol, Inc. ("MTI"), as tenant, or sublease (a "333 Wacker Drive Sublease") any space demised thereunder, without Lender's approval in each instance, and (ii) be the account party for any letter of credit required to be delivered pursuant to the Collateral Agreement, dated as of August 31, 1988 (the "Collateral Agreement"), among Morton Thiokol, Inc., Borrower and Chicago Title and Trust Company, as Trustee under Trust Agreement dated August 30, 1988 and known as 1091100.";

"(ll) Borrower shall pay when due all rents, expenses and other amounts required to be paid by it and perform in a timely fashion all obligations required to be performed by it under Section 30B of the lease, dated as of August 31, 1988, between it, as landlord, and Morton Thiokol, Inc., as tenant (including, without limitation, all obligations of the sublandlord under any 333 Wacker Drive sublease and all obligations of Borrower under any indemnity which it furnishes to MTI with respect to any such sublease or Article 30B).";

"(mm) Borrower shall promptly notify Lender of any action or proceeding which is pending against Borrower or the Premises, and Borrower shall promptly provide Lender with any information concerning any such action or proceeding which Lender may request."; and

"(nn) As soon as possible (but in any event not later than the Funding Date), Borrower shall take all steps necessary at its own expense (i) to cause the grantee's rights under the easement agreement, dated December 21, 1988, between the City of Chicago, as grantor, and Rubloff Inc., as grantee, to be transferred to it, (ii) to spread the lien of the Mortgage to cover

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such easement rights, and (iii) to cause the Title Insurance Company to issue an endorsement to the Title Insurance Policy covering the lien of the Mortgage on such easement rights which is acceptable to the Lender in all respects."

(f) all references in the Building Loan Documents to (i) the Guaranties shall mean the Guarantee of Completion and the Guarantee of Cost Overruns and (ii) the Guarantee of Cost Overruns shall mean the Guarantee of Cost Overruns as amended by the Cost Overrun Guarantee Amendment (as hereinafter defined); and

(g) all references in the Building Loan Documents to the Building Loan Agreement shall mean the Building Loan Agreement as amended hereby.

2. The Note is hereby amended as of the Effective Date as follows:

(a) from and after the Effective Date, (i) the Note shall evidence the principal sum of \$148,000,000 or such lesser amount as is loaned to the Borrower by the Lender pursuant to the Building Loan Agreement and the \$7,000,000 increase in the principal amount of the Loan effected by this Amendment shall be included in the Floating Rate Loan evidenced by the Note, and (ii) the definition of "Eurodollar Rate" shall read as follows: "Eurodollar Rate" shall mean (a) for any Interest Period or portion thereof prior to the Funding Date an interest rate equal at all times during such Interest Period or portion thereof to one percent (1%) in excess of LIBOR, and (b) for any Interest Period or portion thereof after the Funding Date an interest rate equal at all times during such Interest Period or portion thereof to three quarters of one percent (3/4%) in excess of LIBOR."; and

(b) all references in the Building Loan Documents to the Note shall mean the Note as amended hereby.

3. From and after the Effective Date, all references in the Mortgage, the Assignment of Leases and Rents and the other Building Loan Documents to the Building Loan Agreement, the Loan or the Note shall mean the Building Loan Agreement, the Loan and the Note as increased and otherwise amended by this Agreement. Specifically, and without limiting the foregoing, all references in the Mortgage, the Assignment of Leases and Rents and the other Building Loan Documents to a "Loan in the maximum principal amount of up to \$141,000,000" (or words of similar effect)

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shall mean "a Loan in the maximum principal amount of up to \$148,000,000" and all references in such documents to a "Note in the principal sum of up to \$141,000,000" (or words of similar effect) shall mean a "Note in the principal sum of up to \$148,000,000".

4. The Borrower hereby (a) represents that no Event of Default has occurred and is continuing under the Building Loan Agreement and that the organizational and authorization documents described in clause (k) of Section 6.1 of the Building Loan Agreement are in full force and effect and have not been modified or amended since the date of their delivery to the Lender, and (b) reaffirms all of the representations set forth in Exhibit E to the Building Loan Agreement, in each case as of the date hereof and as of the Effective Date.

5. This Agreement is limited as specified and shall not constitute a modification or waiver of or otherwise affect in any way any other provisions of any of the Building Loan Documents. As amended hereby, the Building Loan Documents are ratified and confirmed in all respects.

6. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts when executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

7. The Borrower agrees that it shall execute and deliver, or cause to be executed and delivered, to the Lender, all other instruments, certificates, agreements and consents as the Lender may reasonably require in order to confirm or assure the terms of this Agreement.

8. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Illinois.

9. This Agreement shall be and become effective on the date (the "Effective Date") on which the following conditions precedent have been satisfied:

(a) the Lender and the Borrower shall have executed and delivered this Agreement, and this Agreement shall have been consented to in writing by the entities listed after the signature lines below;

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(b) the Guarantor shall have executed and delivered to the Lender the amendment to the Guarantee of Cost Overruns (the "Cost Overrun Guarantee Amendment") in the form attached hereto as Exhibit C;

(c) the Borrower shall have delivered to the Lender a letter from each of Schal Associates and Perkins & Will acknowledging receipt of a copy of this Agreement and their consent hereto;

(d) the Borrower shall have paid the Additional Arrangement Fee to the Lender, as well as all other costs and expenses incurred by the Lender in connection herewith (including, without limitation, appraisal and attorney's fees);

(e) the Borrower shall have furnished to the Lender an endorsement or amendment to the Title Insurance Policy, pursuant to which the amount of the Title Insurance Policy is increased from \$165,000,000 to \$172,000,000 and the Title Insurance Policy is amended, to the extent required by Lender, to reflect the amendments set forth in this Agreement;

(f) the Borrower shall have caused its counsel, Coffield Ungaretti Harris & Slavin, to deliver to the Lender a legal opinion concerning the matters set forth in this Agreement and the Cost Overrun Guaranty Amendment, which legal opinion shall be addressed to the Lender and satisfactory to the Lender in all respects; and

(g) the Borrower shall have furnished to the Lender such authorization and other papers and documents relating to this Agreement as the Lender may require.

10. It is expressly understood and agreed by and between the parties hereto that, anything herein to the contrary notwithstanding, this Agreement is executed by the Company, not personally, but solely as trustee under the Trust Agreement, and it is expressly understood and agreed that, anything contained herein to the contrary notwithstanding, each and all of the representations, covenants, undertakings and agreements herein made by the Company are made and intended not as personal representations, covenants, undertakings and agreements by the Company or for the purpose or with the intention of binding the Company personally but are made and intended for the purpose of binding only the Trust Estate, and this instrument is executed and delivered by the Company not in

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its own right, but solely in the exercise of the powers conferred upon it as Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Company, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the Company in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, each of the Lender and the Company, in the case the Company not personally but as trustee as aforesaid, has caused these presents to be signed by its duly authorized officer(s) and its corporate seal to be hereunto affixed and attested as of the day and year first above written.

SWISS BANK CORPORATION,
New York Branch

By:

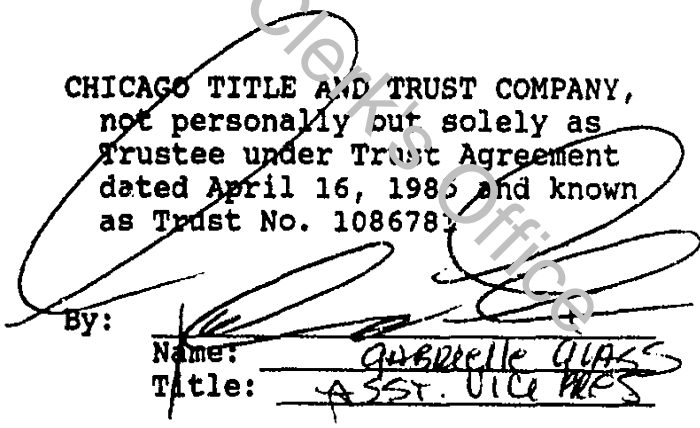

Name: CARMEN M. MENDEZ
Title: VICE PRESIDENT

By:


Name: William W. Alvans, III
Title: 1st Vice President

CHICAGO TITLE AND TRUST COMPANY,
not personally but solely as
Trustee under Trust Agreement
dated April 16, 1985 and known
as Trust No. 108678

By:


Name: GABRIELLE GLASS
Title: ASST. VICE PRES

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05-20-2011

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Each of the undersigned hereby consents to the foregoing Agreement and any modification effected by such Agreement of any Building Loan Document:

RUBLOFF INC.

By: _____

Name: _____

Title: _____

RIVERSIDE PARK I ASSOCIATES LIMITED PARTNERSHIP

By: Lake Michigan Properties IV, Inc.,
its General Partner

By: _____

Name: _____

Title: _____

ILLINOIS BELL ADMINISTRATION CENTER, INC.

By: _____

Name: _____

Title: _____

R. I. LIMITED PARTNERSHIP

By: Riverside Park I Associates Limited Partnership,
its General Partner

By: Lake Michigan Properties IV, Inc.,
its General Partner

By: _____

Name: _____

Title: _____

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Each of the undersigned hereby consents to the foregoing Agreement and any modification effected by such Agreement of any Building Loan Document:

RUBLOFF INC.

By:

Name: _____
Title: _____

RIVERSIDE PARK I ASSOCIATES LIMITED PARTNERSHIP

By: Lake Michigan Properties IV, Inc.,
its General Partner

By:

Name: _____
Title: _____

ILLINOIS BELL ADMINISTRATION CENTER, INC.

By:

James E. Wilkes
Name: JAMES E. WILKES
Title: PRESIDENT

R. I. LIMITED PARTNERSHIP

By: Riverside Park I Associates Limited Partnership,
its General Partner

By: Lake Michigan Properties IV, Inc.,
its General Partner

By:

Name: _____
Title: _____

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OLGP RIVERSIDE PARTNERSHIP

By: OLGP Riverside Corp.,
its Managing General Partner

By: _____
Name: _____
Title: _____

100 RIVERSIDE JOINT VENTURE

By: R. I. Limited Partnership,
its General Partner

By: Riverside Park I Associates Limited Partnership,
its General Partner

By: Lake Michigan Properties IV, Inc.,
its General Partner

By: M.E. Lambert
Name: ME Lambert
Title: VP

ORIENT LEASING USA CORP.

By: _____
Name: _____
Title: _____

50 NORTH RIVERSIDE LIMITED PARTNERSHIP

By: R.I. Limited Partnership,
its General Partner

By: Riverside Park I Limited Partnership,
its General Partner

By: Lake Michigan Properties IV, Inc.,
its General Partner

By: M.E. Lambert
Name: ME Lambert
Title: VP

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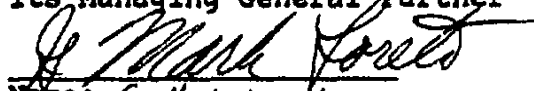
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OLGP RIVERSIDE PARTNERSHIP

By: OLGP Riverside Corp.,
its Managing General Partner

By:


Name: G. Mark Loreto
Title: Vice President

100 RIVERSIDE JOINT VENTURE

By: R. I. Limited Partnership,
its General Partner

By: Riverside Park I Associates Limited Partnership,
its General Partner


By: Lake Michigan Properties IV, Inc.,
its General Partner

By:

Name: _____
Title: _____

ORIX USA CORPORATION, formerly known as
ORIENT LEASING USA CORP.

By:


Name: G. Mark Loreto
Title: Vice President

50 NORTH RIVERSIDE LIMITED PARTNERSHIP

By: R.I. Limited Partnership,
its General Partner

By: Riverside Park I Limited Partnership,
its General Partner

By: Lake Michigan Properties IV, Inc.,
its General Partner

By:

Name: _____
Title: _____

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STATE OF NY)
)SS
COUNTY OF NY)

I, MARY LOU STEFFICH, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William W. Evans III and Carmen M. Mendez personally known to me to be the same persons whose names are subscribed to the foregoing instrument as the Area Vice President and Vice President respectively of SWISS BANK CORPORATION, New York Branch, a Swiss corporation 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 corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 28 day of April, 1989.

Mary Lou Steffich
NOTARY PUBLIC

MY COMMISSION EXPIRES
8-31-90

MARY LOU STEFFICH
NOTARY PUBLIC, State of New York
No. 314766724
Qualified in New York County
Commission Expires March 30, 1990

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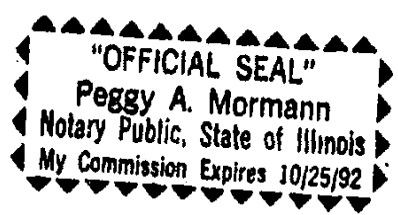
STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, Peggy A. Mormann, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Steven J. Sndaj personally known to me to be the same person whose name is subscribed to the foregoing instrument as the St. Vice President of RUBLOFF, INC., a Delaware corporation 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 corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 14th day of April, 1989.

Peggy A. Mormann
NOTARY PUBLIC

MY COMMISSION EXPIRES
10-25-92



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11/15/2011

COOK COUNTY CLERK'S OFFICE
11/15/2011

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, Dorothy CATALANO, a notary public in and for said County, in the State aforesaid, do hereby certify that GABRIELLE QUASS and _____, of Chicago Title and Trust Company who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASST. VICE PRES and _____ respectively, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their own free and voluntary act and as the free and voluntary act of said trust company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said ASST VICE PRES then and there acknowledged that he/she, as custodian of the corporate seal of said trust company did affix the corporate seal of said trust company to said instrument as his/her own free and voluntary act and as the free and voluntary act of said trust company as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal April 9 1989 day of _____, 1989.

Dorothy Catalano
Notary Public

MY COMMISSION EXPIRES:

"OFFICIAL SEAL"
Dorothy Catalano
Notary Public, State of Illinois
My Commission Expires 3/14/90

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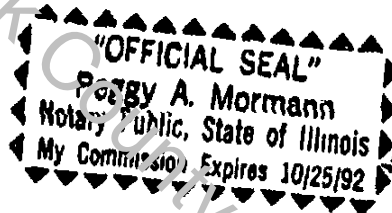
STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, Peggy A. Mormann, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Max E. Jankel personally known to me to be the same person whose name is subscribed to the foregoing instrument as the Vice President of LAKE MICHIGAN PROPERTIES, IV, INC., an Illinois corporation which is the General Partner of Riverside Park I Associates Limited Partnership, 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 corporation, acting as General Partner aforesaid for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 14th day of April, 1989.

Peggy A. Mormann
NOTARY PUBLIC

MY COMMISSION EXPIRES
10-25-92



89192822

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ personally known to me to be the same person whose name is subscribed to the foregoing instrument as the _____ of ILLINOIS BELL ADMINISTRATION CENTER, INC., a _____ corporation 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 corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this _____ day of _____, 1989.

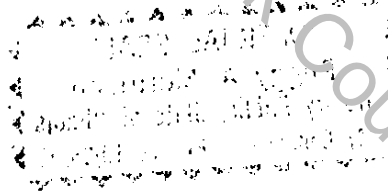
NOTARY PUBLIC

MY COMMISSION EXPIRES

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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ personally known to me to be the same person whose name is subscribed to the foregoing instrument as the _____ of LAKE MICHIGAN PROPERTIES, IV, INC., an Illinois corporation which is the General Partner of Riverside Park I Associates Limited Partnership, 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 corporation, acting as General Partner aforesaid for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this _____ day of _____, 1989.

NOTARY PUBLIC

MY COMMISSION EXPIRES

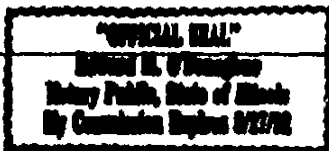
STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, Edward M. O'Donoghue, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JAMES E. WILKES personally known to me to be the same person whose name is subscribed to the foregoing instrument as the PRESIDENT of ILLINOIS BELL ADMINISTRATION CENTER, INC., an ILLINOIS corporation 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 corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 24th day of APRIL, 1989.

Edward M O'Donoghue
NOTARY PUBLIC

MY COMMISSION EXPIRES



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STATE OF ILLINOIS
CLERK OF THE SUPREME COURT
JAMES J. HARRIS
100 N. LAUREL ST. CHICAGO, ILL. 60602

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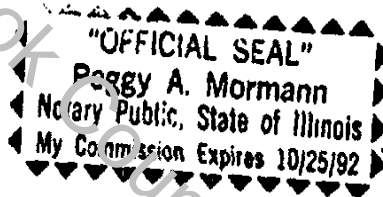
STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, Peggy A. Mormann, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that May E. Hankut personally known to me to be the same person whose name is subscribed to the foregoing instrument as the Vice President of LAKE MICHIGAN PROPERTIES IV, INC., an Illinois corporation which is the General Partner of Riverside Park I Associates Limited Partnership, being the General Partner of R.I. Limited Partnership 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 corporation acting as General Partner aforesaid for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 14th day of April, 1989.

Peggy A. Mormann
NOTARY PUBLIC

MY COMMISSION EXPIRES
10-25-92



STATE OF _____)
)SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ personally known to me to be the same person whose name is subscribed to the foregoing instrument as the _____ of OLGP RIVERSIDE CORP., a _____ corporation which is the Managing General Partner of OLGP Riverside Partnership, 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 corporation, acting as General Partner aforesaid for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this _____ day of _____, 1989.

NOTARY PUBLIC

MY COMMISSION EXPIRES

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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ personally known to me to be the same person whose name is subscribed to the foregoing instrument as the _____ of LAKE MICHIGAN PROPERTIES IV, INC., an Illinois corporation which is the General Partner of Riverside Park I Associates Limited Partnership, being the General Partner of R.I. Limited Partnership 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 corporation acting as General Partner aforesaid for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this _____ day of _____, 1989.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

STATE OF New York)
)SS
COUNTY OF New York)

I, Diana L. Hylton, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that E. MARK LORETO personally known to me to be the same person whose name is subscribed to the foregoing instrument as the VICE PRESIDENT of OLGP RIVERSIDE CORP., a DELAWARE corporation which is the Managing General Partner of OLGP Riverside Partnership, 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 corporation, acting as General Partner aforesaid for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 14th day of APRIL, 1989.

Diana L. Hylton

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

January 19, 1990

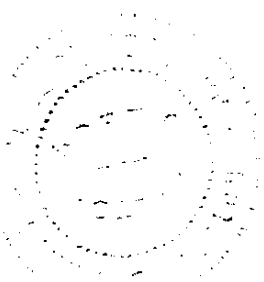
DIANA L. HYLTON
Notary Public, State of New York
No. 31-4917506
Qualified in New York County
Commission Expires January 19, 1990

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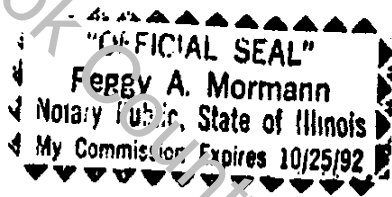
STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, Peggy A. Mormann, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that May E. Lambert known to me to be the same person whose name is subscribed to the foregoing instrument as the Vice President of LAKE MICHIGAN PROPERTIES IV, INC., an Illinois corporation, which is the General Partner of Riverside Park I Associates Limited Partnership, being the General Partner of R.I. Limited Partnership, being the General Partner of 100 Riverside Joint Venture, 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 corporation, acting as General Partner aforesaid for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 14th day of April, 1989.

Peggy A. Mormann
NOTARY PUBLIC

MY COMMISSION EXPIRES
10-25-92



89192822

STATE OF _____)
)SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ personally known to me to be the same person whose name is subscribed to the foregoing instrument as the _____ of ORIENT LEASING USA CORP., a _____ corporation 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 corporation for the uses and purposes therein set forth.

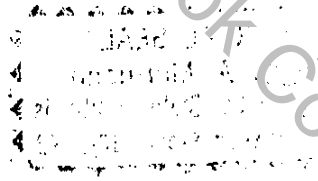
GIVEN under my hand and Notarial seal this _____ day of _____, 1989.

NOTARY PUBLIC

MY COMMISSION EXPIRES

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ known to me to be the same person whose name is subscribed to the foregoing instrument as the _____ of LAKE MICHIGAN PROPERTIES IV, INC., an Illinois corporation, which is the General Partner of Riverside Park I Associates Limited Partnership, being the General Partner of R.I. Limited Partnership, being the General Partner of 100 Riverside Joint Venture, 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 corporation, acting as General Partner aforesaid for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this _____ day of _____, 1989.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

STATE OF New York)
) SS
COUNTY OF New York)

I, Diana L. Hylton, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that G. MARK LORETO personally known to me to be the same person whose name is subscribed to the foregoing instrument as the VICE PRESIDENT of ORIX USA CORPORATION, formerly known as ORIENT LEASING USA CORP., a DELAWARE corporation 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 corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 14th day of APRIL, 1989.

Diana L. Hylton

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

January 19, 1990

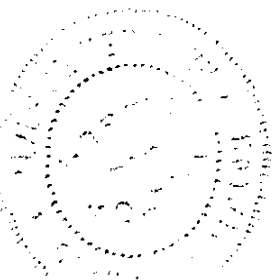
DIANA L. HYLTON
Notary Public, State of New York
No. 31-4917508
Qualified in New York County 90
Commission Expires January 19, 1990

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45-1000-11



STATE OF ILLINOIS

COUNTY OF COOK

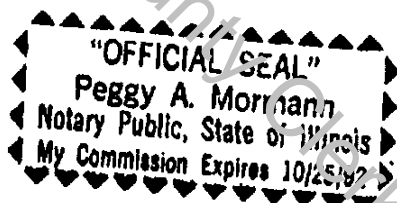
} ss

I, Peggy A. Mornann, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that May E. Schubert personally known to me to be the same person whose name is subscribed to the foregoing instrument as the Vice President of LAKE MICHIGAN PROPERTIES IV, INC., INC., an Illinois corporation which is the General Partner of Riverside Park I Associates Limited Partnership, being the General Partner of R.I. Limited Partnership, being the General Partner of 50 North Riverside Limited Partnership, 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 corporation, acting as General Partner aforesaid for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 14th day of April, 1989.

Peggy A. Mornann
NOTARY PUBLIC

MY COMMISSION EXPIRES
10-25-92



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COOK COUNTY CLERK'S OFFICE
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CHICAGO, ILL. 60601

EXHIBIT A

PARCEL 1: (FEE PARCEL)

ALL OF WEST WATER STREET (NOW VACATED) LYING SOUTH OF THE SOUTH LINE OF RANDOLPH STREET, LYING NORTH OF THE NORTH LINE OF WASHINGTON STREET, LYING WEST OF AND ADJOINING WHARFING LOTS 1 TO 5, BOTH INCLUSIVE, IN BLOCK "D" IN ORIGINAL TOWN OF CHICAGO IN THE SOUTH PART OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LYING EAST OF A DIRECT LINE DRAWN FROM A POINT ON THE SOUTH LINE OF LOT 9 IN BLOCK 44 IN ORIGINAL TOWN OF CHICAGO, 41.87 FEET EAST OF THE SOUTH WEST CORNER OF SAID LOT 9, TO A POINT ON THE NORTH LINE OF LOT 1 IN SAID BLOCK 44, 85.70 FEET EAST OF THE NORTH WEST CORNER OF SAID LOT 1, AS SHOWN AND LOCATED ON THE PLAT RECORDED AUGUST 18, 1855, AS DOCUMENT NUMBER 62008 IN COOK COUNTY, ILLINOIS.

PARCEL 2: (LEASEHOLD PARCEL)

THAT PART OF LOTS 1, 4, 5, 8 AND 9 LYING WEST OF A DIRECT LINE DRAWN FROM THE POINT OF INTERSECTION OF THE WEST LINE OF WEST WATER STREET (NOW VACATED) AND THE SOUTH LINE OF SAID LOT 9, BEING A POINT ON THE SOUTH LINE OF LOT 9 APPROXIMATELY 41.87 FEET EAST OF THE SOUTH WEST CORNER OF LOT 9, TO THE POINT OF INTERSECTION OF THE WEST LINE OF WEST WATER STREET (NOW VACATED) AND THE NORTH LINE OF LOT 1, BEING APPROXIMATELY 85.70 FEET EAST OF THE NORTH WEST CORNER OF LOT 1 IN BLOCK 44 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE MAP OF THE TOWN OF CHICAGO BY JAMES THOMPSON DATED AUGUST 4, 1830 AND FILED FOR RECORD MAY 29, 1837 AND RECORDED JULY 6, 1837 IN BOOK H OF MAPS, PAGE 298 AS DOCUMENT 5060 IN COOK COUNTY, ILLINOIS.

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PARCEL 3: (EASEMENT)

NON-EXCLUSIVE PERPETUAL EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 FOR THE PURPOSES OF INGRESS AND EGRESS AS CREATED BY ASSIGNMENT OF NON-EXCLUSIVE EASEMENT DATED APRIL 8, 1986 AND RECORDED APRIL 10, 1986 AS DOCUMENT 86138458 MADE BY AND BETWEEN CHICAGO UNION STATION COMPANY, AND CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 16, 1985 AND KNOWN AS TRUST NUMBER 1087681 OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

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ALL THAT CERTAIN STRIP OR PARCEL OF LAND, SITUATED IN THE CITY OF CHICAGO, COUNTY OF COOK AND THE STATE OF ILLINOIS, AND BEING LOCATED EASTERLY OF CANAL STREET AND NORTHERLY OF THE SOUTHERLY LINE OF LAKE STREET, DRAWN FROM A POINT ON THE EASTERLY LINE OF CANAL STREET, APPROXIMATELY ONE HUNDRED (100) FEET SOUTH OF THE SOUTH LINE OF VACATED CARROLL AVENUE, AND AS LIES NORTHEASTERLY OF A LINE PARALLEL TO AND EIGHT (8) FEET NORTHERLY AND RADIALLY DISTANT FROM THE CENTER LINE OF THE TRACK JOINTLY OWNED BY CONSOLIDATED RAIL CORPORATION AND THE CHICAGO, MILWAUKEE, ST. PAUL, AND PACIFIC RAILROAD COMPANY AS SHOWN MARKED --- ET --- ON PLAN 1856 (CONSOLIDATED RAIL CORPORATION'S CASE PLAN NUMBER 65971) WHICH PLAN IS ATTACHED AS EXHIBIT "E" TO ASSIGNMENT OF NON-EXCLUSIVE EASEMENT DATED APRIL 8, 1986 AND RECORDED APRIL 10, 1986 AS DOCUMENT 86138456, ALL IN THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

Loan Budget
Swiss Bank Corporation Loan
100 N. Riverside Plaza

August 30, 1988

LAND COSTS

1. Riverside Fee Acquisition	\$ 4,401,438
2. Ground Rent through July 31, 1990	<u>1,330,562</u>
	\$ 5,732,000

HARD COSTS

1. Site and Base Building Costs	\$ 73,499,000
2. Other Hard Costs	465,000
3. Building Standard Tenant Improvements (net of IBT)	8,694,400
4. Contingency	<u>2,900,000</u>
	\$ 85,558,400

SOFT COSTS

Architectural/Engineering

1. Architectural/Engineering Costs	\$ 4,000,000
2. Testing/Consultants Costs	400,000
3. Space Planning Costs	647,600
4. Lender A/E Consultant Costs	109,000
5. Miscellaneous	<u>100,000</u>
	\$ 5,256,600

Insurance/Legal

6. Insurance	\$ 1,175,000
7. Title	186,000
8. Legal	<u>100,000</u>
	\$ 3,161,000

Management/Accounting

9. Development Administration	\$ 1,680,000
10. Tax Consultant	50,000
11. Audit	<u>20,000</u>
	\$ 1,750,000

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Marketing

12. Advertising	\$ 600,000
	<u>\$ 600,000</u>

Financing/Taxes

13. Construction Interest	\$ 15,125,000
14. Financing Fees	3,960,000
15. Development Fees	5,000,000
16. Real Estate Taxes	200,000
17. Standby Fees	<u>1,380,000</u>
	\$ 25,665,000

Concessions, Operating Deficits, and Leasing Commissions Allowances

18. Leasing Commissions	\$ 8,247,400
19. IHT Over-Building Standard Tenant Improvements	5,000,000
20. Loan Proceeds Allocable to Operating Deficits	<u>7,029,600</u>
	\$ 20,277,000

TOTAL LOAN	<u>\$148,000,000</u>
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EXHIBIT C

AMENDMENT RELATING TO GUARANTEE OF COST OVERRUNS

THIS AMENDMENT (the "Amendment") is made as of the 11th day of April, 1989 between RUBLOFF INC. (the "Guarantor") and SWISS BANK CORPORATION, NEW YORK BRANCH (the "Lender").

W I T N E S S E T H :

WHEREAS, pursuant to the terms of the Guarantee of Cost Overruns, dated as of June 16, 1988 (the "Cost Overrun Guarantee"), made by the Guarantor for the benefit of the Lender, the Guarantor has guaranteed the payment by the Borrower when due of certain Budget Line Items (as such term is defined in the Building Loan Agreement, dated as of June 16, 1988 and amended pursuant to the within mentioned Building Loan Agreement (as so amended, the "Amended Building Loan Agreement"), between Chicago Title & Trust Company, not personally but as Trustee under Trust Agreement dated April 16, 1985 and known as Trust No. 1086781 and the Lender; all capitalized terms used herein and not defined herein shall have the meanings provided in the Amended Building Loan Agreement); and

WHEREAS, pursuant to an agreement, dated as of the date hereof (the "Building Loan Document Amendment"), the Borrower has requested that the maximum principal amount of the Loan be increased by \$7,000,000 from \$141,000,000 to \$148,000,000; and

WHEREAS, the Lender is unwilling to enter into the Building Loan Amendment unless, among other conditions, the Guarantor shall have executed and delivered to the Lender this Amendment.

NOW, THEREFORE, with reference to the foregoing recitals, in reliance thereon and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor and the Lender agree as follows:

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1. The Cost Overrun Guarantee is hereby amended as of the Effective Date (as defined in the Building Loan Amendment) as follows:

(a) the first sentence of paragraph 1 of the Cost Overrun Guarantee is hereby amended in its entirety to read as follows: "Guarantor absolutely, unconditionally, and irrevocably guarantees (i) the payment by the Borrower when due of Hard Cost Budget Line Items 1 through 4 and Soft Cost Budget Line Items 1, 2, 5, 6, 9 and 19 of the Budget to the extent that any such payment exceeds the dollar amount specified for each of such Hard Cost Budget Line Items and Soft Cost Budget Line Items (provided, however, that the liability of Guarantor hereunder with respect to Addendum Line Items shall in no event exceed the liability of the Borrower therefor under Article 10 of the Building Loan Agreement); (ii) the payment by the Borrower of all rents, expenses and other amounts required to be paid by it and the performance by Borrower of all obligations required to be performed by it under section 30B of the lease, dated as of August 31, 1988, between the Borrower, as landlord, and Morton Thiokol, Inc. ("MTI"), as tenant (including, without limitation, all obligations of the sublandlord under any 333 Wacker Drive Sublease and all obligations of Borrower under any indemnity which it furnishes to MTI with respect to any such sublease or Article 30B); and (iii) that the partners of 100 Riverside Joint Venture (the "Joint Venture") will make additional capital contributions of up to \$1,500,000 in the event and to the extent that Project Costs (as defined in the articles of agreement of the Joint Venture) exceed the sum of the Initial Capital Contributions (as defined in such articles of agreement) and the proceeds of the Loan.";

(b) the following paragraph 25 is hereby inserted after paragraph 24 of the Cost Overrun Guarantee: "25. Guarantor absolutely, unconditionally, and irrevocably guarantees the delivery of any letter of credit ("Letter of Credit") required to be delivered pursuant to the Collateral Agreement (as such term is defined in the Building Loan Amendment). This paragraph 25 shall not be subject to paragraph 22 hereof.";

(c) the first sentence of paragraph 5 of the Cost Overruns Guarantee is hereby amended in its entirety to read as follows: "This is an absolute, present and continuing guarantee of payment of the Obligations and not of collection.";

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(d) clause (i) of paragraph 6 of the Cost Overrun Guarantee is hereby amended by adding the following at the end of such clause: "or the failure of Chicago Title and Trust Company as trustee under Trust No. 1091100 dated August 30, 1988 to deliver any Letter of Credit (as hereinafter defined) when due";

(e) the reference in paragraph 21 of the Cost Overrun Guarantee to Soft Cost Budget Line Item 20 is hereby changed to Soft Cost Budget Line Item 19; and

(f) all references in the Building Loan Agreement and the other Building Loan Documents (as such term is defined in the Building Loan Amendment) to the Cost Overrun Guarantee shall mean the Cost Overrun Guarantee as amended hereby.

2. This Amendment is limited as specified and shall not constitute a modification or waiver of or otherwise effect in any way any other provisions of any of the other Loan Documents. As amended hereby, the Cost Overrun Guarantee is ratified and confirmed in all respects.

3. This Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts when executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

4. The Guarantor agrees that it shall execute and deliver, or cause to be executed and delivered, to the Lender, all other instruments, certificates and agreements as the Lender may reasonably require in order to confirm or assure the terms of this Amendment.

5. This Amendment and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Illinois.

6. This Amendment shall become effective on the Effective Date.

IN WITNESS WHEREOF, each of the Lender and Guarantor has caused these presents to be signed by its duly authorized officer(s) and its corporate seal to be hereunto

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affixed and attested as of the day and year first above written.

SWISS BANK CORPORATION

By: 

Name:

Title:

By: _____

Name:

Title:

RUBLOFF INC.

By: _____

Name:

Title:

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