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CONSTRUCTION MANAGEMENT AGREEMENT

THIS AGREEMENT, made as of the 26th day of June, 1990, between Krahl Associates, Inc., having its office at 53 W. Jackson Blvd., Chicago, Illinois ("Construction Manager"), and Chicago Mercantile Exchange, an Illinois not-for-profit corporation, having an office at 30 South Wacker Drive, Chicago, Illinois ("Owner").

WITNESSETH

WHEREAS, Owner desires to retain Construction Manager to perform services in connection with the installation by Owner of certain interior improvements and various maintenance items; and Construction Manager desires to be so retained;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, Owner and Construction Manager agree as follows:

ARTICLE I - CONDUCT OF THE WORK

1.01 (a) All services to be performed by Construction Manager hereunder (as more particularly described in Section 1.02 hereof) shall be performed as agent of Owner, and not as independent contractor; provided that employees of Construction Manager shall not be deemed to be employees of Owner and, except with respect to reimbursable expenses of Construction Manager pursuant to Subsection 1.02(b), Owner shall not be responsible for the payment of any salaries, benefits, or other compensation for Construction Manager's employees, nor shall Owner make any direct payments of any kind to such employees or have any obligation to such employees.

(b) The "Work" is hereby defined to mean the labor, materials and equipment required for implementation of interior improvements and maintenance of the North and South Towers, as directed by the Chicago Mercantile Exchange.

1.02 (a) Construction Manager, acting on behalf of Owner (but only after consultation with Owner), will contract for all labor, materials and services necessary for completion of the Work in conformity with the Plans, and in conformity with the applicable terms of Owner's Lease Agreements dated May 11, 1981 (South Tower) and March 31, 1988 (North Tower) as set forth in



MATTHEW J. SOSNOWSKI, PRES.  
KRAHL ASSOCIATES, INC.  
53 W. JACKSON BLVD. PENTHOUSE  
CHGO, ILL 60604

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Exhibit 1 and with the reports required and procedures established by Owner as more particularly set forth in Exhibit 2. Construction Manager will provide necessary field engineering, advise on the method to be used for selecting contractors, prepare a pre-qualification criteria for bidding, solicit bids, award contracts, purchase materials, provide or arrange for necessary plant and equipment, employ necessary personnel, and fully control said personnel, with power to employ or discharge, fix and modify wages and compensation, prepare a project budget and payout schedule for the Owner's approval as soon as major project requirements have been identified and update them periodically as requested by Owner, prepare an estimate of construction cost based on the Plans as developed by Architect for approval by the Owner, update and refine this estimate for Owner's approval periodically as requested by Owner, and advise the Owner and Architect immediately if it appears to Construction Manager that the budget will not be met and make recommendations for corrective action, prepare construction schedules, provide and periodically update a project time schedule that coordinates and integrates the Architect's services with the construction schedules, coordinate the work of the contractors with the activities and responsibilities of the Owner and Architect to complete the Work in accordance with the Owner's objectives on cost, time and quality, provide sufficient personnel at the work site with authority to achieve these objectives, schedule and conduct pre-construction and progress meetings weekly or during such time as a project is ongoing at which contractors and Construction manager can discuss jointly such matters as procedures, progress, problems and scheduling, provide a detailed schedule for the operations of the contractors performing the Work, including realistic activity sequences and durations, allocation of labor and materials, processing of shop drawings and samples, and delivery of products requiring long lead time procurement, such reports to issue as requested by Owner, provide regular monitoring of the Construction Schedule as construction progresses, identify potential variances between scheduled and probable completion dates, review schedule for Work not started or incomplete and recommend to the Owner and contractor adjustments in the schedule to meet the probable completion date and document all changes in schedule, recommend courses of action to the Owner when requirements of a contract are not being fulfilled, develop and implement a system for review and processing change orders; properly control and supervise the progress of the Work and consult with the Architect with respect thereto, obtain and review all necessary sworn statements and waivers or releases of contractor's or subcontractor's liens, after notifying Owner of the issue and the proposed settlement and obtaining Owner's consent thereto, negotiate final settlements of all contractors and suppliers' claims; and perform all accounting and auditing services in a form acceptable to the Owner. All contracts awarded by Construction Manager shall be "no lien" contracts and shall be on the form attached hereto as

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Exhibit 3 ("Contract Documents"). Construction manager shall obtain full and final waivers of lien from each contractor or subcontractor awarded a contract by Construction Manager in consideration of the execution of each labor or material contract for the Work. Owner will provide Construction manager with copies of its published financial statements upon request.

In the event the Construction Manager desires to have its personnel perform a portion of the Work which Construction Manager is supervising, it shall submit a bid to Owner on the portion of the Work that it desires to perform. In the event Construction Manager's bid is accepted by Owner and it is awarded the contract for Work, Construction Manager shall execute the Construction Documents in its own name as contractor only and not as an agent of Owner. In such event Owner shall execute such Contract Documents on its own behalf.

Construction Manager does hereby waive and release, for itself and its successors and assigns any and all claim of, or right to, a mechanic's lien under Illinois statutes arising out of any Work performed by Construction Manager.

Construction Manager, at all times during the term of this Agreement, shall also (i) make available to Owner its knowledge, skills, ideas, experience and abilities with respect to all matters related to construction, including feasibility analysis, consultation on overall building planning; and (ii) review and evaluate, and consult with Owner with respect to the selection of materials for the Work and budgeting of the Plans as developed with recommendations for changes where necessary to conform to project objectives.

(b) Owner shall have the right to approve each contractor or supplier and the cost or price agreed to by each contractor or supplier performing labor or supplying material for the Work, except in the event of an emergency necessary to protect or preserve the Work. Construction manager shall submit to Owner the invoices supporting payments for General Conditions on a monthly basis unless otherwise agreed upon between the parties. All services and materials constituting General Conditions, as hereinafter defined, shall be deemed to be approved by Owner as part of the project budget. For purposes hereof the following items shall be included in "General Conditions" as set forth below:

1. All wages and salaries of staff personnel of Construction Manager who are assigned full-time to the field office established for the Work which wages and salaries shall be paid in accordance with the rates set forth in Exhibit 4. The wages, charges or other compensation of members of Construction Manager's executive management staff shall be reimbursable to the Construction Manager

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in accordance with the rates set forth in Exhibit 4.

- (2) all wages and salaries of labor directly on Construction Manager's field payroll for the Work which wages and salaries shall be based on daily time records;
- (3) with the prior written authorization of Owner, the charges of Construction manager's personnel whose part-time services are required for the performance of Construction Manager's obligations hereunder. The charges for Construction Manager's personnel who provide part-time services shall be reimbursable to the Construction Manager in accordance with the rates set forth in Exhibit 4;
- (4) the gross salaries, based on daily time records, including fringe benefits, a list of which shall be supplied to Owner, of employees performing services at Construction Manager's main office and directly engaged in preparation or analysis of schedules, material lists, shop drawings, working details, periodic cost reports and studies, schedule reports and similar services necessary to define the Work, and control the cost and progress of the Work shall be reimbursable to the Construction Manager in accordance with the rates set forth in Exhibit 4;
- (5) welfare funds, pension or profit sharing funds, deferred compensation, insurance, medical, dental and hospitalization benefits and other fringe benefits and vacation costs, with respect to salaries and wages chargeable to the Work, provided that such contributions and benefits are customary for Construction Manager's employees and existing prior to the date of this agreement;
- (6) project management team, field supervisory staff, telephones, print reproduction, cleanup, rubbish boxes, field office & equipment, safety requirements, miscellaneous supplies and equipment;
- (7) rental charges for tools or equipment, or parts thereof, whether rented from Construction Manager or others, provided that if the tools or equipment are rented from Construction Manager, it shall afford Owner its preferred customer rates, but in

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no event shall such charges exceed market rates for like tools and equipment; transportation of said tools or equipment; costs of loading, unloading, installing, dismantling, and removal thereof, made necessary by use on the Work; and

- (8) An additional 4% for office and administrative overhead shall be charged for personnel, materials and equipment supplied by the Construction Manager hereunder plus 30% for payroll, taxes and insurance.

(c) General Conditions shall not include any of the following:

- (1) cost of permits, winter conditions, watchman service, temporary electric (lighting & power), energy costs, dumpster charges, elevator operators, elevator maintenance or hoisting charges, toilet facilities and performance bonds;
- (2) expenses or compensation of Construction Manager for its executive management staff and office expenses, except as specifically permitted by the provisions of Section 1.02(b) above;
- (3) the services of Construction Manager's main office purchasing department for all purchasing; except as expressly set forth in Exhibit 4;
- (4) the services of Construction Manager's personnel and labor relations department;
- (5) the supervisory services of Construction Manager's insurance department;
- (6) the cost of Construction Manager's payroll-robbery and general fidelity insurance, and any losses sustained by Construction Manager in connection with theft and robbery caused by defalcation of Construction Manager's employees; and
- (7) Construction Manager's fee hereunder. While not a part of the General Conditions, Construction Manager shall receive its standard rate for office and administrative overhead (4%), for all labor, material and equipment rental for Work performed by Krahl forces as a contractor hereunder in accordance with the provisions of Paragraph 1.02(a).

(d) Construction Manager guarantees that the General Conditions described herein will not exceed 6% of the work for the services performed in accordance with this Agreement.

In the event the General Conditions exceed the aforementioned 6% amount Construction Manager shall pay said amount out of its own funds. Any scope of Work changes authorized in writing by either Owner or Architect after a contract has been awarded will be invoiced to the Owner at the increased subcontract cost.

Construction Manager shall regularly inspect the Work to assure on a best efforts basis that during the progress thereof the Work is being performed in accordance with the Contract Documents. The Construction Manager shall endeavor to guard the Owner against defects and deficiencies in the Work, require any contractor to stop Work or any portion thereof, and require special inspection or testing of any Work not in accordance with the provisions of the Contract Documents whether or not such Work be then fabricated, installed or completed. The Construction Manager shall reject any Work which does not conform to the requirements of the Contract Documents and shall require the contractors to reperform the Work properly.

(e) The Construction Manager shall record the progress of the Work daily and shall submit written progress reports to the Owner and the Architect weekly. When requested by Owner, Construction Manager shall provide reports which shall include information on the percentage of completion and the number and amounts of change orders.

(f) The Construction Manager shall make available upon request, on a current basis, records of all contracts, shop drawings, samples, purchases, materials, equipment, maintenance and operating manuals and instructions and any other related documents and revisions which arise out of the Contract Documents or the Work. The Construction Manager shall obtain data from contractors and maintain a current set of record drawings, specifications and operating manuals. Upon the completion of the Work, Construction Manager shall deliver all such records to the Owner.

1.03 Construction Manager's services shall commence on the date hereof, and shall terminate when the Work has been completed, unless sooner terminated as provided herein.

1.04 Construction Manager shall cause the Work to be commenced as quickly as shall be feasible, and shall

cause the Work to proceed with due diligence and in good faith, and shall maintain sufficient personnel to supervise the Work (whether the same shall be Construction Manager's personnel or others' personnel).

- 1.05 (a) The personnel employed or used by Construction Manager in connection with the performance of its services hereunder shall be the officers, executives, superintendents, assistants and employees of Construction Manager.
- (b) The Construction Manager shall arrange its work to guarantee the Owner top priority in the execution of Construction Manager's services hereunder.
- (c) The personnel of Construction manager's staff, other than the executive staff, assigned in part or in whole to the performance of Construction Manager's services shall be approved by the Owner, and shall be changed by Construction Manager upon notice from Owner setting forth the Owner's dissatisfaction with respect to a particular individual or individuals.

ARTICLE 2 - ACCOUNTING & AUDITING

Construction Manager will, in conjunction with Owner, establish procedures in accounting, auditing, rendering of statements, and maintaining and identifying time sheets which are acceptable to Owner. These procedures shall be followed and constitute a part of the services to be performed by Construction Manager in connection with the Work.

On a monthly basis, Construction Manager shall provide Owner with sworn contractors affidavits, percentage completion certificates and a written statement specifying each party to whom payment shall be made and the amount of each payment. Owner shall provide said documentation and such other documents as may be required by Owner's leases to the American National Bank and Trust Company of Chicago, as Trustee under Trust No. 51234 dated June 2, 1981, and Trust No. 48268 dated March 20, 1980, or its beneficiary or its beneficiary's agent for payment directly to the contractors. The disbursements will be made to the contractors monthly provided that the aforesaid documentation is delivered to Owner by the first day of said calendar month. During the course of the performance of the Work, and after completion of the Work, all records of Construction Manager in connection with the Work shall be open to inspection and any audit procedures by Owner and its representatives at all reasonable times. Upon completion of the work, copies of all

accounting records of Construction Manager relating to the Work shall be delivered to Owner or otherwise disposed of as Owner may direct.

## ARTICLE 3 - FEES

3.01 Owner shall pay Construction Manager a fee of 3.5% of the Cost of the Work as hereinafter defined for all services performed by Construction Manager in accordance with this Construction Management Agreement. This fee shall not be increased and shall remain in effect until May 31, 1991. Said fees plus General Condition fees shall be the entire compensation for Construction Manager's services as Construction Manager hereunder. Subject to the provisions of Article 9 hereof, all obligations of Construction Manager under this Agreement shall survive the final payment of Construction Manager's compensation hereunder.

3.02 For purposes of this Agreement "Cost of the Work" or "cost" shall mean the sum of the cost of General Conditions plus all amounts due under contracts and purchase orders let by Owner or Construction Manager on behalf of Owner in connection with the Work.

3.03 Cost shall not include the following: cost of permits, winter conditions, elevator operators, elevator maintenance or hoisting charges, dumpster charges, toilet facilities, performance bonds to the extent such costs are paid directly by Owner; the costs of which shall be borne entirely by Owner.

3.04 Construction manager shall advise Owner each month, of all trade discounts, cash discounts earned through advance or prompt payment, proceeds from insurance, the sale of surplus materials and equipment and the fair market value of any tools, supplies or equipment, and, to the extent permitted by law, fees, commissions and gratuities received by Construction Manager, or any subsidiary or affiliate, in connection with the Work, shall be for the benefit of and paid or credited to Owner and shall reduce the Cost of the Work.



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## ARTICLE 4 - PAYMENT OF COST OF WORK

4.01 It is intended that Construction Manger shall not use its funds in connection with any part of the Cost, except that Construction Manager shall be responsible for the payment of the salaries, benefits and other compensation of its employees and, to the extent permitted hereunder, shall seek reimbursement for such amounts from Owner.

4.02 Construction Manager shall submit to Owner the necessary documentation as required in Article 2 above. Construction Manager shall be paid its fee in monthly installments each equal to 3.5% of the contractors invoices plus general conditions costs submitted and paid for the prior calendar month.

Construction Manager will bill Owner for General Conditions on a time and material basis, not to exceed the 6% cap. These invoices shall be submitted and paid in the same manner as the Cost of the Work.

4.03 After the Work has been completed, there shall be an accounting after which all amounts due and owing shall be reconciled between Owner and Construction Manager.

## ARTICLE 5 - CHANGES IN WORK

Owner, without invalidating or violating this Agreement, may alter, increase or decrease the Work or the scope thereof, and the Construction Manager's fee shall be re-calculated in accordance with Section 3.01.

## ARTICLE 6 - INSURANCE

Construction manager shall purchase and maintain insurance of the types and limits of liability set forth in the insurance certificate attached hereto as Exhibit 5. Owner or Owner's Landlord shall purchase and maintain "All Risk" Builder's Risk insurance for physical loss or damage including theft, vandalism and malicious mischief upon the Work. Owner or Owner's Landlord will also maintain fire and extended coverage property insurance on the building in which the work is being performed. This insurance shall include the interests of the Owner, Contractor, Subcontractors and Sub-Subcontractors in the Work and the Building.

Owner shall provide Contractor with a certificate of insurance evidencing said insurance. The amount of the deductible shall be the sole responsibility of the Owner.

The Owner and Contractor waive all rights against each other, the Subcontractors, and the Sub-Subcontractors of every tier for damage caused by perils covered by the Builder's Risk insurance covering the Work. Owner hereby acknowledges that Construction Manager may take advantage of any derivative right of subrogation available through Owner as tenant under its lease.

If the policies of insurance require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Owner will cause such policy to be so endorsed.

## ARTICLE 7 - ROYALTIES

All royalties for patents that may be involved in the Work, or in the use thereof, shall be included in contractors' or suppliers' prices, unless otherwise agreed to by Owner, provided, however, that when the particular material, process or product is specified by the Owner or Architect, the Owner shall be responsible for the payment of any such royalties and licenses, and shall indemnify Construction Manager from and against patent infringement claims arising in connection with Construction Manager's duties hereunder.

## ARTICLE 8 - ASSIGNMENT

Neither this Agreement, nor any interest herein, nor any claim hereunder, may be assigned or transferred by either party without the written consent of the other party, which consent will not be unreasonably withheld.

## ARTICLE 9 - TERMINATION

9.01 Whenever Construction Manager shall default in the performance of this Agreement and said default creates a hazard or causes a delay in the Work, and Construction Manager shall fail to cure such default within two (2) business days after receipt of written notice from the Owner specifying the default, Owner may terminate this Agreement.

9.02 Whenever either party shall default in the performance of this Agreement, including Owner's failure to make any payments required hereunder, other than a default as specified in Paragraph 9.01, and shall fail to cure such default within twenty (20) days after receipt of written notice from the other party specifying the default, the party not in default may terminate this Agreement.

9.03 If either party should be adjudged a bankrupt or a petition for bankruptcy is filed against either party which is not dismissed within thirty (30) days of its filing, or if either party should make a general assignment for the benefit of its

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creditors or shall file a petition for arrangement with creditors or for reorganization, or if a receiver should be appointed on account of its insolvency, said event shall be deemed a default by said party, and the other party may terminate this Agreement on written notice.

9.04 Should Owner abandon or discontinue the Work on a particular project for more than sixty (60) consecutive days, or should the Work be stopped under an order of any court or other public authority for a period of sixty (60) consecutive days through no act or fault of Construction Manager or of any of its employees, then Construction Manager, on fifteen (15) days written notice, specifying the reason therefor to the Owner, may terminate this Agreement, unless the reason for such termination is cured within said fifteen (15) day period, provided that if such stoppage or discontinuance of Work is caused by any strike, riot, governmental order, Act of God, or other causes beyond the reasonable control of Owner (financial inability of Owner not being a cause beyond its control), Construction Manager shall not be entitled to terminate and cancel this Agreement, unless the stoppage or discontinuance of such Work has continued for a period of six (6) consecutive months.

9.05 Upon any termination of this Agreement Construction Manager shall:

- (a) discontinue all of its services hereunder, as of the date designated by Owner, and make no further commitments except as may be necessary to permit the interior of the North Tower and South Tower to be used or exist safely;
- (b) take such other action as Owner may direct for the protection of the property which is in the possession of Construction Manager and transfer same to the Owner or its designee.

9.06 (a) Upon termination of this Agreement under Section 9.04 or by reason of default by Owner, Owner shall pay and satisfy all obligations to contractors, material vendors, or others which have been incurred by Construction Manager under this Agreement on behalf of Owner and which are properly included in the Cost and shall pay Construction Manager (i) all accrued and unpaid fees of Construction Manager to the date of termination and (ii) all amounts for which Construction Manager is then entitled to reimbursement as part of the General Conditions.

- (b) In the event Owner terminates this Agreement, by reason of the default of Construction Manager,

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Construction Manager shall be compensated for all services performed less Owner's expenses incurred in terminating the Agreement.

Construction Manager shall be liable to Owner for direct damages including but not limited to loss of revenue, loss of use of equipment or facilities, and Owner's legal fees, which arise out of the termination of this Agreement due to any default by Construction Manager.

## ARTICLE 10 - OWNER'S REPRESENTATIVES

Owner shall designate at least one (1), but not more than three (3) representatives, at or prior to the commencement of the Work, which representatives shall have the right to act for Owner; and Owner shall be bound by any consents or written approvals given by said representatives. The designations to be made hereunder shall be in writing and may be changed by Owner, from time to time, by notice to Construction Manager in writing.

## ARTICLE 11 - MISCELLANEOUS

11.01 All notices required or permitted to be given pursuant to this Agreement shall be deemed validly given if sent by United States mail, certified or registered, postage prepaid, addressed to the parties as follows:

If to Owner:

Chicago Mercantile Exchange  
30 South Wacker Drive  
Chicago, Illinois 60606

Attn: David O'Gorman

with a copy to the Legal Department at the same address.

If to Construction Manager:

Krahl Associates, Inc.  
The Penthouse  
53 W. Jackson Blvd.  
Chicago, Illinois 60604

Attn: Matthew J. Sosnowski

11.02 The captions and subheadings herein contained are for information only, and shall in no way modify or limit the terms, provisions or conditions hereof.

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11.03 This Agreement shall be governed by the laws of the State of Illinois.

11.04 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement shall not be superseded by provisions of contracts for construction and may be amended only by written instrument signed by both Owner and Construction Manager.

11.05 Nothing contained herein shall be deemed to create any contractual relationship between the Construction Manager and the Architect or any of the contractors, subcontractors or material suppliers on the Project; nor shall anything contained herein be deemed to give any third party any claim or right of action against the Owner or the Construction Manager which does not otherwise exist without regard to this Agreement.

## ARTICLE 12 - ARBITRATION

All claims, disputes and other matters in question, arising out of or pertaining to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the rules of the American Arbitration Association then in effect. This agreement to so arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with the applicable law of any court having jurisdiction thereof. Notice of demand for arbitration shall be filed, in writing, with the other party to this Agreement and with the American Arbitration Association. The demand for arbitration must be filed within a reasonable period of time after the claim, dispute, or other matter in question has arisen; and in no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations nor shall it be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question.


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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered, as of the date first above written.

KRAHL ASSOCIATES, INC.

CHICAGO MERCANTILE EXCHANGE  
An Illinois not-for-profit corporation.

  
.....  
Matthew J. Sosnowski  
President

  
.....  
David J. O'Gorman  
Senior Vice President  
Administration and Finance

Date: August 16, 1990

Date: 8/27/90

Property of Cook County Clerk's Office

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Indemnification Agreement

The Chicago Mercantile Exchange ("CME") shall indemnify Krahl Associates, Inc., ("Krahl") and hold Krahl, its beneficiaries, and its respective officers, employees, and agents harmless from and against any and all claims, actions, damages, liability expenses, and incidental or consequential damages in connection with or arising from the commencement or completion of construction of an alteration or the delivery of materials therefore to the CME's premises located at 10 South Wacker Drive, Chicago, Illinois, prior to the obtaining of a building permit with respect to such alteration.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

KRAHL ASSOCIATES, INC.

CHICAGO MERCANTILE EXCHANGE

*M.J. Sosnowski*

*Dave J. O'Gorman*

Matthew J. Sosnowski  
President

Dave J. O'Gorman  
Senior Vice President  
Finance and Administration

Date: August 16, 1990

Date: 8/27/90

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8. ALTERATIONS AND CONSTRUCTION.

(a) Tenant may not do any work ("Work") in the demised premises such as, but not limited to, ~~painting, decorating, erecting partitions, making alterations or additions, nailing, boring or screwing into the ceilings, walls or floors,~~ without the prior written consent of Landlord in each and every instance. The decision of Landlord to refuse such consent shall be conclusive. In order to obtain such consent, Tenant shall furnish Landlord (i) plans and specifications for the Work (which Tenant warrants is in conformance with all applicable laws and is consistent in all respects with the aesthetics, structural and mechanical systems of the Building), (ii) names and addresses of contractors ("Contractors") and subcontractors ("Subcontractors"), (iii) copies of contracts with Contractors and Subcontractors which shall provide, among other things, that no changes, amendments, extras or additional work are permitted without the consent of Landlord, and (iv) affidavits from engineers acceptable to Landlord stating that the Work will not in any way adversely affect any mechanical system in the Building, such as, but not limited to, the heating, ventilating, air-conditioning or electrical systems. Landlord reserves the right to deny any Contractor or Subcontractor entry to the Building but Landlord's failure to exercise this right shall not be deemed an approval of either the financial stability or quality of workmanship of any such Contractor or Subcontractor.

(b) If Landlord grants such consent, all Work shall be performed in a workmanlike manner (and materials furnished shall be of a like quality to those in the Building) and either by or under the supervision of Landlord but at the sole expense of Tenant. Subsequent to the granting of such consent but before the commencement of the Work or delivery of any materials onto the demised premises or into the Building, Tenant shall furnish Landlord (i) necessary permits, (ii) sworn Contractor affidavits listing all subcontractors with suppliers of materials and/or labor, with whom Contractors have contractual relationships for the Work, and setting forth a summary of such contractual relationships, (iii) Subcontractor affidavits, (iv) ~~indemnification in the form of cash in a sum equal to the total value of the Work,~~ (v) certificates of insurance from all Contractors and Subcontractors performing labor or furnishing materials, insuring against any and all claims, costs, damages, liabilities and expenses which may arise in connection with the Work, and (vi) such other documents as may be reasonably requested by Landlord. The certificates of insurance required must evidence coverage in amounts and from companies satisfactory to Landlord and may be cancellable only with ten (10) days advance notice to Landlord. If Landlord consents or supervises, such shall not be deemed a warranty as to the adequacy of the design or workmanship or quality of the materials and Landlord hereby disavows any responsibility and/or liability for such. Additionally, under no circumstances shall Landlord have any responsibility to repair or maintain any portion of the Work which either does not function or ceases to function.

(c) During construction of the Work, upon receipt by Landlord of waivers, mechanics' liens and percentage completion certificates from Tenant, Contractors and the architect, Landlord shall disburse the funds deposited pursuant to Paragraph 8(b) (iv) to the joint order of Tenant and Contractors.

(d) Upon completion of the Work, and prior to final payment, Tenant shall obtain the written approval of Landlord for the quality of the Work and furnish Landlord with (i) Tenant, Contractors, and architectural completion affidavits, (ii) full and final waivers of lien, (iii) receipted bills covering all labor and materials expended and used, (iv) other appropriate documents evidencing completion of the Work, and (v) as-built plans of the Work.

(e) Tenant shall pay Landlord for use of elevators and/or hoists, during the Work, at the same rate being charged to other similar users. Tenant shall cooperate with Landlord in scheduling such use.

(f) If the Work is being done near the commencement of the Lease term, Tenant agrees to continue payment of Base Rent and Rent Adjustments upon the date and in the manner provided in this Lease notwithstanding any delay in completing the Work or the demised premises which may result from the performance of the Work by Tenant or its Contractors.

(g) Tenant shall procure, or cause to be procured, and pay for all permits, licenses, approvals, certificates and authorizations necessary to the prosecution and completion of the Work. All Work shall be done in strict accordance with all laws, ordinances, rules, regulations and requirements of the Board of Underwriters and all Municipal, State, Federal and other authorities having jurisdiction. Where drawings and specifications conflict with the law, the law is to be followed. Tenant shall promptly notify the respective departments or official bodies when the Work is ready for inspection and shall, at once, do all work required to remove any violations or to comply with such inspections, without additional charge to Landlord. Tenant shall perform, or cause to be performed, all work necessary to obtain approvals from authorities mentioned above without additional cost to Landlord.

(h) Tenant agrees to ~~pay Landlord a sum equal to the direct costs incurred in compensation for its inspection and supervision of the Work, and to~~ reimburse Landlord for all sums expended for examination and approval of the architectural and mechanical plans and specifications.

\* 1. for Tenant and credit-worthy Members (to be determined solely by Landlord) indemnification in the form of an irrevocable Letter of Credit (drafted solely as Landlord determines) in a sum equal to the total value of the Work, and

2. for all other Members, indemnification in the form of cash in a sum equal to the total value of the Work,

unless otherwise provided

(which shall not be unreasonably withheld)

or however, that a cosmetic alteration such as painting, decorating, staining or hanging pictures does not require the approval of Landlord unless it is visible from the exterior of the demised premises or the Building and provided further, Landlord's consent shall not be unreasonably withheld in cases of other alterations not visible from the exterior of the premises or the Building. Under such circumstances however, compliance with this Section 8 is required.

(except the use of Tenant's elevator)

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provided however, that if Landlord increases the size of the demised premises, Base Rent and other appropriate terms shall be appropriately reduced.

provided however, if Landlord fails to repair, restore or rehabilitate the demised premises within 270 days after the expiration of this Lease as of the date of such fire or casualty by causing the Landlord within ten (10) days after the expiration of the said 270 day period, provided further however, that if Landlord fails to so repair, restore or rehabilitate within the 270 day period and such failure is the result of Force Majeure or Act of Tenant, the 270 day period shall be deemed extended for a period of time equal to the delay.

(i) Tenant agrees that the Work shall be performed so as not to cause or create any jurisdictional or other labor disputes, and in the event such disputes occur, Tenant shall immediately do whatever is necessary to resolve such disputes, at no expense to Landlord.

(j) Tenant hereby agrees to hold Landlord, its beneficiaries, Owner and Owner's partners and their respective agents and employees harmless from any and all liabilities of every kind and description, including reasonable attorney's fees which may arise out of or be connected in any way with the Work. Any mechanic's lien (or any notice preliminary to lien) filed against the demised premises, or the Real Property, for the Work or materials claimed to have been furnished to Tenant shall be discharged of record (or paid if a notice be served) by Tenant within ten (10) days after filing (or service) at the expense of Tenant.

(k) All additions, decorations, fixtures, hardware, non-trade fixtures and all improvements, temporary or permanent, in or upon the demised premises, whether placed there by Tenant or Landlord, shall, unless Landlord requests their removal, become the property of Landlord and shall remain upon the demised premises at the termination of this Lease by lapse of time or otherwise without compensation, allowance or credit to Tenant. If, upon the request of Landlord, Tenant does not remove said additions, decorations, fixtures, hardware, non-trade fixtures and improvements, Landlord may remove them, and Tenant shall pay the cost of such removal to Landlord upon demand.

9. ACCESS TO PREMISES. Tenant shall permit Landlord to erect, use and maintain pipes, ducts, wiring and conduits in and through the demised premises. Landlord or Landlord's agents shall have the right to enter upon the premises, to inspect the same, to perform janitorial and cleaning services and to make such decorations, repairs, alterations, improvements or additions to the premises or the Building as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material into and upon said demised premises that may be required therefore without the same constituting an eviction of Tenant in whole or in part and the Base Rent and/or Rent Adjustments shall in no wise abate (except as provided in Section 10) while said decorations, repairs, alterations, improvements, or additions are being made, by reason of loss or interruption of business of Tenant, or otherwise. If Tenant shall not be personally present to open and permit an entry into said demised premises, at any time, when for any reason an entry therein shall be necessary or permissible, Landlord or Landlord's agents may enter the same by a master key, or may forcibly enter the same, without rendering Landlord or such agents liable therefore (if during such entry Landlord or Landlord's agents shall accord reasonable care to Tenant's property), and without in any manner affecting the obligations and covenants of this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligations, responsibility or liability whatsoever, for the care, supervision or repair of the Building or any part thereof, other than as herein provided. Landlord shall also have the right at any time, without the same constituting an actual or constructive eviction and without incurring any liability to Tenant therefore, to change the arrangement and/or location of entrances or passageways, doors and doorways, and corridors, elevators, stairs, toilets or other public parts of the Building, and to close entrances, doors, corridors, elevators or other facilities. Landlord shall not be liable to Tenant for any expense, injury, loss or damage resulting from work done in or upon, or the use of, any adjacent or nearby building, land, street or alley. \*\*\*

10. UNTENANTABILITY. If the demised premises or the Building are made untenable by fire or other casualty, Landlord may elect:

(a) to terminate this Lease as of the date of the fire or casualty by notice to Tenant within one-hundred fifty (150) days after date, or

(b) proceed with all due diligence to repair, restore or rehabilitate the Building or the demised premises at Landlord's expense, in which latter event this Lease shall not terminate, \*\*\*\*

In the event the Lease is not terminated pursuant to this provision, Base Rent and Rent Adjustments shall abate on a per diem basis during the period of untenability. In the event of the termination of this Lease pursuant to this section, Base Rent and Rent Adjustments shall be apportioned on a per diem basis and paid to the date of the fire or other casualty. In the event that the demised premises are partially damaged by fire or other casualty but not made wholly untenable, then Landlord shall, except during the last year of the term hereof or except in cases of damage caused by the negligence of Tenant, proceed with all due diligence to repair and restore the demised premises and the Base Rent and Rent Adjustments shall abate in proportion to the untenability of the demised premises during the period of

provided however, that excepting emergency situations, Landlord shall exercise reasonable efforts not to interfere with the conduct of Tenant's business on the premises. In the event Landlord's access to the premises or any part thereof is rendered untenable or inaccessible (excepting such casualty or inaccessibility resulting from fire or other casualty as stated in Section 10) by Tenant for more than thirty (30) consecutive business days, then Base Rent and Rent Adjustments shall abate on a per diem basis for each day after such thirty (30) day period during which the premises or any part thereof are not tenable or accessible provided, however, in proportion to the portion of the demised premises which are so rendered untenable or inaccessible to

and if the Trading Floor has not been made untenable or if it has been made untenable and Tenant proceeds for and commences the Trading Floor's reconstruction, Landlord shall proceed with all due diligence to repair, restore or rehabilitate the Building or the demised premises at Landlord's expense in which event this Lease shall not terminate. If however, the demised premises or the Building, and the Trading Floor, are made untenable by fire or other casualty and if Tenant does not so contract or commence such reconstruction of the Trading Floor,

provided however, that if Tenant has or with Landlord one hundred fifty percent (150%) of the floor in each and otherwise holds Landlord harmless and indemnifies Landlord, Tenant may contest the lien.

All trade fixtures and Tenant's personal property may be removed upon the expiration or termination of this lease, provided however, that Tenant shall be responsible for the restoration of the premises to the condition in which they existed at the commencement date of this lease, reasonable wear and tear and damage by fire or other casualty excepted.

Nothing contained herein shall require Tenant to release, indemnify, or alter claims against Landlord or Owner for liability caused by the negligence of Landlord or Owner or their respective agents, servants or employees.

untenantability

be restrained by injunction. Tenant shall be liable to Landlord for all damages resulting from violation of any of the provisions of this Section 7. Landlord shall have the right to make such reasonable rules and regulations as Landlord or its agent may from time to time adopt on such reasonable notice to be given as Landlord may elect. Nothing in this Lease shall be construed to impose upon Landlord any duty or obligation to enforce provisions of this Section 7 or any rules and regulations hereafter adopted, or the terms, covenants or conditions of any other lease as against any other tenant, and Landlord shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors or licensees.

FN 8.1

**8. Care and Maintenance.** Subject to the provisions of Sections 4.A.4, 11, 13 and 33, Tenant, at its sole expense, shall keep the Premises in good order, condition and repair during the Term. If Tenant does not make repairs promptly and adequately, Landlord may, but need not, make repairs and Tenant shall promptly pay the expenses thereof. Tenant shall pay Landlord for overtime and for any other expense incurred if repairs, alterations, decorating or other work in the Premises, at the request of Tenant, are not made during ordinary business hours.

FN 8.3

**9. Alterations and Construction.**

A. Tenant may ~~not~~ work (Alterations) on the Premises such as, but not limited to, painting, decorating, erecting partitions, making alterations or additions, nailing, boring or screwing into the ceilings, walls or floors without the consent of Landlord.

For each Alteration,

Tenant shall furnish Landlord: 1. plans and specifications for the Alterations (which Tenant warrants are in conformance with all applicable laws and consistent in all respects with the aesthetics and the following 'Systems' of the Building: electrical, heating, ventilating, air-cooling, plumbing/fire protection and structural) prepared at the expense of Tenant, by the Building engineers, or at the discretion of Landlord, other engineers acceptable to Landlord, 2. affidavits from such engineers stating that the Alterations will not in any way adversely affect any Systems in the Building, 3. names and addresses of contractors ('Contractors') and subcontractors ('Subcontractors'), 4. copies of contracts with Contractors and Subcontractors which shall provide, among other things, that no changes, amendments, extras or additional work are permitted without the consent of Landlord. Landlord reserves the right to deny any Contractor or Subcontractor entry to the Building but the failure of Landlord to exercise this right shall not be deemed an approval of either the financial stability or quality of workmanship of any such Contractor or Subcontractor.

FN 8.6

~~or (Landlord's consent is not needed pursuant to the guidelines set forth in Section 9.A.~~

B. If Landlord grants such consent all Alterations shall be performed at the sole expense of Tenant, in a workmanlike manner and materials furnished shall be of a like quality to those in the Building. If the Alterations involve any Systems, such shall be performed under the supervision of Landlord and by contractors selected by Landlord. If the Alterations do not involve Systems, such shall be performed under the supervision of Landlord. ~~Subsequent to the granting of the consent by Landlord and before the commencement of the Alterations or delivery of any materials onto the Premises or into the Building, Tenant shall furnish Landlord:~~ <sup>submitted</sup> 1. ~~Landlord's consent~~ 2. sworn Contractor affidavits listing all subcontracts with suppliers of materials and/or labor, and whom Contractors have contractual relations for the Alterations, and setting forth a summary of such contractual relationships, 3. Subcontractor affidavits, 4. ~~Landlord's consent~~ 5. certificates of insurance from all Contractors and Subcontractors performing labor or furnishing materials, insuring against any and all claims, costs, damages, liabilities and expenses which may arise in connection with the Alterations, and 6. such other documents as may be reasonably requested by Landlord. The certificates of insurance required must evidence coverage in amounts and from companies satisfactory to Landlord and may be cancellable only with ten (10) days advance notice to Landlord. If Landlord consents or supervises, such shall not be deemed a warranty as to the adequacy of the design or workmanship or quality of the materials and Landlord hereby disavows any responsibility and/or liability for such. Additionally, under no circumstances shall Landlord have any responsibility to repair or maintain any portion of the Alterations which either does not function or ceases to function.

FN 8.8

Regardless of whether Landlord's consent is required,

FN 8.1. through FN 8.8. - see pages 8(a) through 8(b)

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EXHIBIT 1 | 1 9 3 2 1  
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FN 8.1. - continued from Section 7.T.

Landlord will make reasonable efforts to enforce all such rules and regulations uniformly. In the event of a conflict between such rules and regulations and this Lease, this Lease shall control.

FN 8.2. - continued from Section 8

(excluding the Systems [Section 9.A.], structural elements of the Building and glass of the Building which Landlord agrees to maintain pursuant to Section 33)

FN 8.3. - continued from Section 8

ordinary wear and tear and damage by fire or other casualty excepted, and Tenant shall have no obligation to repair any damage caused by the negligence of Landlord, its agents, servants or employees, which damage shall be repaired by Landlord, at its expense.

FN 8.4 - continued from Section 9.A.

Tenant may do work ("Alterations", such defined term shall collectively refer to the Initial Alterations (defined in the Work Supplement attached hereto as Exhibit "C") and any subsequent Alterations) in the Premises,

FN 8.5. - continued from Section 9.A.

if the Alterations:

(i) are of a cosmetic nature such as painting, wallpapering, hanging pictures, millwork and carpeting (Alterations of a cosmetic nature are called "Cosmetic Alterations"), and are not visible from the exterior of the Premises or the Building, or

(ii) do not affect the Building Systems or structure, and are not visible from the exterior of the Premises or the Building,

provided that even if Landlord's consent to an Alteration is not required, Tenant shall still comply with this Section 9, except that Tenant need not comply with Sections 9.A.1., 9.A.2. and 9.B.1. (only) to perform the following Cosmetic Alterations: painting, wallpapering, hanging pictures, millwork and carpeting.

If the Alterations:

(iii) affect the Building Systems or structure, or

(iv) are visible from the exterior of the Premises or the Building;

the consent of Landlord is required. Such consent shall not be unreasonably withheld if the Alterations affect the Building Systems or structure or are visible only from the exterior of the Premises and are not visible from the exterior of the Building; if, however, the Alterations affect the Building Systems or structure of the

Building or are Cosmetic Alterations and in addition, such Alterations are visible from the exterior of the Building, the consent of Landlord shall be within his sole and absolute discretion and the decision of Landlord to refuse such consent shall be conclusive.

FN 8.6. - continued from Section 9.A.

that is material or would affect the Building Systems or structure or result in a change that would be visible from the exterior of the Premises or the Building

FN 8.7 - continued from Section 9.A.

, and Tenant agrees that it will not make or authorize any such changes, amendments, extras or additional work without Landlord's consent. Tenant shall provide Landlord with written notice of all changes, amendments, extras or additional work that do not require Landlord's consent as soon as practical but not more than five (5) business days after Tenant is aware that such change, amendment, extra or additional work will be included in an Alteration. Tenant's notice shall contain a description of the change, amendment, extras or additional work and the cost thereof.

FN 8.8. - continued from Section 9.B.

1. necessary permits; provided, however, if Tenant or its Contractor for an Alteration cannot promptly obtain a building permit from the City of Chicago to perform such Alteration in the Premises (including, without limitation, any of the Initial Alterations) Tenant may, at its option, commence construction of such Alteration and obtain delivery of materials therefor prior to obtaining the building permit if Tenant delivers to Landlord, prior to commencement of construction or delivery of materials, a "blue card" or substitute therefor issued by the City of Chicago as evidence of receipt of Tenant's plans for the Alteration and any other documentation customarily required by owners of first-class highrise office buildings in downtown Chicago prior to allowing a tenant to perform such an alteration in its premises. Tenant shall, in any event, deliver the building permit to Landlord after it is obtained. In the event that Tenant commences construction of an Alteration or obtains delivery of materials therefor prior to obtaining a building permit, pursuant to this Section 9.B.1., Tenant hereby agrees to indemnify and save all of the Landlord Related Parties harmless against any and all claims, demands, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees for the defense thereof) arising from or connected in any way with (i) the commencement or completion of construction of an Alteration or the delivery of materials therefor to the Premises or Building prior to the obtaining of a building permit with respect to such Alteration, or (ii) Landlord granting permission to Tenant, pursuant to this Section 9.B.1., to commence construction of an Alteration and obtain delivery of materials prior to Tenant obtaining a building permit.

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EXHIBIT 1 9 1 1 2 9 3 2 1

C. Intentionally Omitted.

D. Upon completion of the Alterations, and prior to final payment, Tenant shall obtain the written approval of Landlord for the quality of the Alterations and furnish Landlord with: 1. Tenant, Contractors, and architectural completion affidavits, 2. full and final waivers of lien, 3. receipted bills covering all labor and materials expended and used, 4. other appropriate documents evidencing completion of the Alterations and 5. as-built plans of the Alterations.

FN 9.1.

~~E. Tenant shall pay Landlord for use of closets and lock boxes during the Alterations at the same rate as charged to other similar users. Tenant shall cooperate with Landlord in scheduling such use.~~

F. Intentionally Omitted.

G. Tenant shall procure, or cause to be procured, and pay for all permits, licenses, approvals, certificates and authorizations necessary for the prosecution and completion of the Alterations. All Alterations shall be done in strict accordance with all laws, ordinances, rules, regulations and requirements of any applicable board of underwriters or fire rating bureau and all municipal, state, federal and other authorities having jurisdiction. Where drawings and specifications conflict with the law, the law is to be followed. Tenant shall promptly notify the respective departments or official bodies when the Alterations are ready for inspection and shall, at once, do all work required to remove any violations or to comply with such inspections, without additional charge to Landlord. Tenant shall perform, or cause to be performed, a work necessary to obtain approvals from authorities mentioned above without additional cost to Landlord.

H. Tenant agrees to ~~pay Landlord a sum of or exceed five percent (5%) of the Alterations for the inspection, supervision, coordination and administration of the Alterations, and~~ reimburse Landlord for all sums expended for examination and approval of the architectural and mechanical plans and specifications.

I. Tenant agrees that the Alterations shall be performed so as not to cause or create any jurisdictional or other labor disputes, and in the event such disputes occur, Tenant shall immediately do whatever is necessary to resolve such disputes, at no expense to Landlord.

FN 9.2.

J. Tenant hereby agrees to indemnify and hold Landlord, its beneficiaries, Owner and partners of Owner and their respective agents and employees harmless from any and all liabilities of every kind and description, including reasonable attorney's fees which may arise out of or be connected in any way with the Alterations. Any mechanic's lien (or any notice preliminary to lien) filed against the Premises, or the Real Property, for the Alterations or materials claimed to have been furnished to Tenant shall be discharged of record (or paid if a notice is served) by Tenant within ten (10) days after filing (or service) at the expense of Tenant.

FN 9.3.

FN 9.4.

as provided below

K. All additions, decorations, ~~fixtures~~ hardware, non-trade fixtures and all improvements, ~~temporary or permanent~~ in or upon the Premises, whether placed there by Tenant or Landlord, shall, unless Landlord requests their removal, become the property of Landlord and shall remain upon the Premises at the termination of this Lease by lapse of time or otherwise without compensation, allowance or credit to Tenant. If, upon the request of Landlord, Tenant does not remove said additions, decorations, fixtures, hardware, non-trade fixtures and improvements, Landlord may remove them.

FN 9.5.

FN 9.6.

10. Access to Premises. Tenant shall permit Landlord to erect, use and maintain pipes, ducts, wiring and conduits in and through the Premises. Landlord or agents of Landlord shall have the right to enter upon the Premises, to inspect the same, to perform janitorial and cleaning services and to make such decorations, repairs,

FN 9.1. through FN 9.6. - see page 9(a) - 9(b)

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EXHIBIT 1 | 2 9 3 2 1

FN 9.1. - continued from Section 9.E.

E. Tenant shall reimburse Landlord for use of elevators and/or hoists during the Alterations for only the actual costs incurred by Landlord in providing for such use. Landlord and Tenant shall cooperate with each other in scheduling such use and Landlord shall use reasonable efforts to provide elevator and/or hoisting services whenever possible during normal business hours (or non-business hours, if required) in the course of the Alterations.

FN 9.2. - continued from Section 9.J.

Except for Alterations performed by Metropolitan Structures Construction Division, as General Contractor,

FN 9.3. - continued from Section 9.J.

or 2. contested by Tenant, so long as (i) Tenant, at Tenant's expense, obtains title insurance insuring over the notice of lien or the lien from Chicago Title and Trust Company, or another local, reputable title company acceptable to Landlord and Tenant, in favor of Landlord and any mortgagee or ground lessor with an interest in the Building, or provides Landlord with alternative security satisfactory to Landlord insuring over any possible loss or expense which may arise from non-discharge of such lien; provided, that Tenant shall not be required to provide such title insurance or alternative security, unless the filing of a mechanics lien (or any notice preliminary to the lien) is considered an event of default under the terms of any loan secured by the Building existing as of the date of such filing or at some time during the period beginning when such lien is filed (or notice is delivered) and ending upon discharge or payment thereof; Landlord is making (or is entitled to make) draws on a loan secured by the Building, or is otherwise required by the terms of any financing documents to provide such title insurance or alternative security, or is or commences the refinancing of a loan secured by the Building or is in the process of or commences the process of selling, transferring, pledging or hypothecating the beneficial interest in Landlord, the Real Property, the Building or any interest in any thereof (provided further, that if the granting of this right in any way damages Landlord, Tenant shall immediately provide title insurance or alternative security and indemnify Landlord), and (ii) such contest is in good faith and by appropriate proceedings which operate to stay the enforcement of such mechanic's lien. Tenant shall, promptly after the final determination of such contest, pay or discharge any decision or judgment rendered, together with all costs, charges, interest and penalties incurred or imposed or assessed in connection with such contest.

FN 9.4. - continued from Section 9.K.

(other than personal property).

FN 9.5. - continued from Section 9.K.

; provided, however, that Landlord shall notify Tenant on or before the time it grants approval as to any plans and specifications submitted by Tenant for an Alteration as to whether Landlord will require that Tenant remove, at the termination of this Lease, such Alteration or any particular portion thereof.

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EXHIBIT 1 | 9 3 2 |

Notwithstanding the foregoing, Landlord shall have the right to require Tenant to remove any vault or stairway installed in the Premises, regardless of whether Landlord timely notified Tenant that it would require removal. Landlord shall not have the right to retain any of Tenant's personal property or equipment (including computers and supplemental air conditioning units).

FN 9.6. - continued from Section 10

; provided, however, that such pipes, ducts, wiring and conduits (and the installation thereof in and through the Premises): a) are concealed; and b) may not diminish or alter the configuration of the Premises (unless required by law) without the consent of Tenant, which shall not be unreasonably withheld or delayed; and c) shall not interfere with installations previously made by Tenant or the Use.

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## EXHIBIT 1

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alterations, improvements or additions to the Premises or the Building as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material into and upon the Premises that may be required therefore without the same constituting an eviction of Tenant in whole or in part and the Base Rent and/or Rent Adjustments shall in no way abate (except as provided in Section 11) while said ~~decorations~~, repairs, alterations, improvements, or additions are being made, by reason of loss or interruption of business of Tenant, or otherwise. If Tenant shall not be personally present to open and permit an entry into the Premises, at any time, when for any reason an entry therein shall be necessary or permissible, Landlord or agents of Landlord may enter the same by a master key, or may forcibly enter the same, without rendering Landlord or such agents liable therefore (if during such entry Landlord or agents of Landlord shall accord reasonable care to the property of Tenant) and without in any manner affecting the obligations and covenants of this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligations, responsibility or liability whatsoever, for the care, supervision or repair of the Building or any part thereof, other than as herein provided. Landlord shall also have the right at any time, without the same constituting an actual or constructive eviction and without incurring any liability to Tenant therefore, to construct and lease kiosks on any part of the Building (including, but not limited to, exterior and interior public areas), to change the arrangement and/or location of entrances or passageways, doors and doorways, and corridors, elevators, stairs, toilets or other public parts of the Building, and to close entrances, doors, corridors, elevators or other facilities. Landlord shall not be liable to Tenant for any expense, injury, loss or damage resulting from work done in or upon, or the use of, any adjacent or nearby building, land, street or alley.

Except as provided in Section 18.D.

FN 10.2.

FN 10.1.

, other than the Premises

### 11. Untenantability.

A. If the Premises or the Building are made untenable by fire or other casualty, Landlord may elect to:

1. terminate this Lease as of the date of the fire or casualty by notice to Tenant within one hundred twenty (120) days after date, or
2. proceed with reasonable diligence to repair, restore or rehabilitate the Building or the Premises at the expense of Landlord, in which latter event this Lease shall not terminate

B. In the event this Lease is not terminated pursuant to this section, Base Rent and Rent Adjustments shall abate on a per diem basis during the period of untenability. In the event of the termination of this Lease pursuant to this section, Base Rent and Rent Adjustments shall be apportioned on a per diem basis and paid to the date of the fire or other casualty\* In the event the Premises are partially damaged by fire or other casualty but not made wholly untenable, then Landlord shall, except during the last year of the Term or except in cases of damage caused by the negligence of Tenant, proceed with reasonable diligence to repair and restore the Premises and Base Rent and Rent Adjustments shall abate in proportion to the non-availability of the Premises during the period of untenability. If a portion of the Premises are made untenable as aforesaid during the last year of the Term Landlord shall have the right to terminate this Lease as of the date of the fire or other casualty by giving notice thereof to Tenant within thirty (30) days after the date of the fire or other casualty. In which event Base Rent and Rent Adjustments shall be apportioned on a per diem basis and paid to the date of such fire or other casualty. Notwithstanding anything contained in this Section 11 to the contrary, Landlord shall have no obligation to expend for any repair, replacement or reconstruction of the Premises or the Building an amount greater than the insurance proceeds actually received by Landlord as a result of the fire or other casualty causing such loss, damage or destruction.

or Tenant)

the other

FN 10.3.

FN 10.4.

FN 10.5.

FN 10.6.

as it may be extended from time to time

### 12. Insurance.

A. Landlord and Tenant agree to ~~cooperate with efforts to~~ have any and all fire, extended coverage or any and all material damage insurance which may be carried endorsed with the following subrogation clause: "This insurance shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any party for loss occurring to the property described herein"; and Landlord and Tenant hereby waive all claims for recovery from the other for any loss or damage to any of its property insured under valid and collectible

FN 10.1. through FN 10.6. - see pages 10(a) - 10(b)

\* with respect to any portion of the Premises that is rendered untenable and to the date of the termination of this Lease with respect to the portion that is not rendered untenable and which Tenant continues to occupy after the date of such fire or casualty.

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EXHIBIT 2 | 1 9 3 2 1

## Required Reports

- A. Monthly Requisition
- B. Contractor Recommendation to Owner
- C. Contract Approval by Owner
- D. Change Order Approval by Owner
- E. Budget Change Request
- F. Daily Job Log
- G. Weekly Meeting Minutes

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EXHIBIT 3  
**KRAHL Associates, Inc. SUBCONTRACT WORK ORDER**

The Penthouse  
 53 West Jackson Boulevard  
 Chicago, Illinois 60604

Phone: 312-922-9800  
 FAX 312-922-9805

No. \_\_\_\_\_

S A M P L E

DATE: \_\_\_\_\_

To: (Sub name & address) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Perform Work  
 At Or Shp To: Chicago Mercantile Exchange  
10 S. Wacker Drive  
Chicago, IL 60606  
 \_\_\_\_\_

Subject to Retainage of 10 %  
 Subcontract X Material \_\_\_\_\_  
 Job No. 2002 Phase No. AAA

Owner: CHICAGO MERCANTILE EXCHANGE  
 Code No. \_\_\_\_\_ Subcontractor No. \_\_\_\_\_

DESCRIPTION OF WORK/MATERIALS	AMOUNT
Provide all labor, materials and supervision necessary to complete the _____ WORK at/in the above project in accordance with Space/Management Programs, Inc.'s Documents listed below and supplemental bidding instruction dated _____, Provide all the above; including all State, City, or applicable taxes, F.O.B. jobsite, for the lump sum amount of _____	.....
Please sign Subcontract Work Order, Safety, Indemnity and Regulations Forms in addition to submitting Certificate of Insurance prior to working on site. This information must be submitted before any payouts or accounting functions can proceed.	
Please note that this is a "no Lien" project and waivers will be required at time of invoicing.	
Please note that the truck dock at the above project can only accommodate trucks that do not exceed 31'0" in length and 12'6" in height.	

Mall all invoices in triplicate showing SUBCONTRACT WORK ORDER NO. to: KRAHL Associates, Inc., The Penthouse, 53 W. Jackson Blvd., Chicago, IL 60604. Invoices shall reach this office by the 20th day of the month. Conditions printed on the reverse side are part of this Subcontract.

Company: (Sub name)  
 By: \_\_\_\_\_  
 Date: \_\_\_\_\_

KRAHL Associates, Inc.  
 By: Matthew J. Sosnowski, President  
 Date: \_\_\_\_\_

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EXHIBIT 4  
9 3 2 1  
Wage & Salary Schedule

Project Executive Matthew J. Sosnowski	\$50.00/hr.
Project Manager Vince Palella	\$40.00/hr.
Project Superintendent (To be named)	\$32.00/hr.
Project Foreman William Hoffman	\$21.95/hr.
Project Accountant Imogene Dworak	\$16.00/hr.

The above rates are exclusive of overhead, payroll taxes and insurance.

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# CORD. CERTIFICATE OF INSURANCE UNOFFICIAL COPY

ISSUE DATE (MM/DD/YYYY)  
6/5/90

UCRN  
Sedgwick James of IL, Inc.  
230 West Monroe Street  
Chicago, IL 60606

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

## COMPANIES AFFORDING COVERAGE

SUB-CODE  
Krahl Associates, Inc.  
53 West Jackson Blvd.  
The Penthouse  
Chicago, IL 60604

- COMPANY LETTER A Scottsdale
- COMPANY LETTER B Potomac
- COMPANY LETTER C Federal Insurance Company
- COMPANY LETTER D Continental
- COMPANY LETTER E

## COVERAGE

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENTS, TERMS OR CONDITIONS OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY BE REQUIRED. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	ALL LIMITS (\$)	INSURANCE
GENERAL LIABILITY				GENERAL AGGREGATE	\$ 1,000
* COMMERCIAL GENERAL LIABILITY CLAIMS MADE & OCCUR OWNERS & CONTRACTORS (PROF)	GLS 267 373	11/1/89	11/1/90	PRODUCTS COMPOUND AGGREGATE	\$ 1,000
				PERSONAL & ADVERTISING INJURY	\$ 1,000
				EACH OCCURRENCE	\$ 1,000
				FIRE DAMAGE (Any one fire)	\$ 50
				MEDICAL EXPENSE (Any one person)	\$
AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$ 1,000
* ANY AUTO	BA 0083535	11/1/89	11/1/90	BODILY INJURY (Per person)	\$
ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
SCHEDULED AUTOS				PROPERTY DAMAGE	\$
THIRD AUTOS					
NON-OWNED AUTOS					
GARAGE LIABILITY					
ACCESS LIABILITY				EACH OCCURRENCE	AGGREGATE
* OTHER THAN UMBRELLA FORM	7965 8668	11/1/89	11/1/90	\$10,000	\$ 10,000
WORKERS COMPENSATION				STATUTORY	(EACH ACCIDENT)
AID	28C876006189K	11/1/89	11/1/90	\$ 500	(POLICY LIMIT)
EMPLOYERS' LIABILITY				\$ 500	(EACH EMPLOYEE)

## DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

See attached for Additional Insureds with regard to Job No. 2002.

## CERTIFICATE HOLDER

Chicago Mercantile Exchange  
30 S. Wacker Drive  
Chicago, Illinois 60606  
Attn: Dan Fiorro

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVE.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL INSUREDS

CHICAGO MERCANTILE EXCHANGE

CHICAGO MERCANTILE EXCHANGE	OWNER
NS/JMB VENTURE LP	OWNER
METROPOLITAN STRUCTURES	OWNER
JMB/MS MANAGEMENT	BLDG. MGMT.
AMERICAN NATIONAL BANK TRUST #51234	BLDG. TRUST
AMERICAN NATIONAL BANK TRUST #48268	BLDG. TRUST
SPACE/MANAGEMENT PROGRAMS, INC.	ARCHITECT
ENVIRONMENTAL SYSTEMS DESIGN	ENGINEER

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## EXHIBIT A

PARCEL 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 NORTH LINE OF SAID BLOCK 80 AT THE POINT OF INTERSECTION OF SAID NORTH LINE WITH THE WEST LINE OF S. WACKER DRIVE, SAID WEST LINE OF S. 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 SOUTH ALONG SAID WEST LINE OF S. WACKER DRIVE A DISTANCE OF 219.354 FEET TO A POINT WHICH IS 178.816 FEET NORTH FROM THE POINT OF INTERSECTION OF SAID WEST LINE OF S. WACKER DRIVE WITH THE SOUTH LINE OF SAID BLOCK 80;

THENCE WEST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF S. WACKER DRIVE (SAID PERPENDICULAR LINE BEING 20.08 FEET SOUTH FROM AND PARALLEL WITH A CERTAIN BUILDING COLUMN CENTERLINE) A DISTANCE OF 30.75 FEET;

THENCE NORTH ALONG A LINE PARALLEL WITH SAID WEST LINE OF S. WACKER DRIVE A DISTANCE OF 20.08 FEET TO AN INTERSECTION WITH SAID COLUMN CENTERLINE;

THENCE WEST ALONG SAID COLUMN CENTERLINE 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 CENTERLINE 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 NORTHWARDLY ALONG SAID DOCK LINE A DISTANCE OF 189.98 FEET TO AN INTERSECTION WITH A LINE 30.00 FEET, MEASURED PERPENDICULARLY, SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 80;

THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 37.30 FEET TO AN INTERSECTION WITH A LINE DRAWN PERPENDICULAR TO SAID NORTH LINE OF BLOCK 80 FROM A POINT THEREON DISTANT 16.00 FEET EAST FROM THE POINT OF INTERSECTION OF A WESTWARD EXTENSION OF SAID NORTH LINE WITH SAID DOCK LINE;

THENCE NORTH ALONG SAID PERPENDICULAR LINE A DISTANCE OF 30.00 FEET TO AN INTERSECTION WITH SAID NORTH LINE OF BLOCK 80; AND

THENCE EAST ALONG SAID NORTH LINE OF BLOCK 80 A DISTANCE OF 168.58 FEET TO THE POINT OF BEGINNING;

CONTAINING 41,793.30 SQUARE FEET OF LAND, MORE OR LESS.

EXCEPTING FROM SAID LAND, PROPERTY AND SPACE IN TOWER SITE NO. 2 THAT PART THEREOF 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 SOUTH LINE OF TOWER SITE NO. 2 AT THAT CORNER OF SAID TOWER SITE NO. 2 WHICH IS 30.75 FEET WEST FROM SAID WEST LINE OF S. WACKER DRIVE, AND RUNNING THENCE WEST ALONG SAID COLUMN CENTERLINE A DISTANCE OF 155.667 FEET;

THENCE NORTH, PARALLEL WITH SAID WEST LINE OF S. WACKER DRIVE A DISTANCE OF 90.00 FEET;

THENCE EAST ALONG A LINE PARALLEL WITH SAID COLUMN CENTERLINE 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 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 FEET) TO A POINT 30.75 FEET WEST FROM SAID WEST LINE OF S. WACKER DRIVE; AND

THENCE SOUTH ALONG A STRAIGHT LINE A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING FROM SAID LAND, PROPERTY AND SPACE IN SAID TOWER SITE NO. 2 THAT PART THEREOF LYING BETWEEN HORIZONTAL PLANES WHICH ARE 49.50 FEET AND 72.50 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 S. WACKER DRIVE AT THAT CORNER OF SAID TOWER SITE NO. 2 WHICH IS 219.354 FEET SOUTH FROM THE INTERSECTION OF SAID WEST LINE WITH THE NORTH LINE OF SAID BLOCK 80, AND RUNNING

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THENCE WEST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF S. WACKER DRIVE A DISTANCE OF 30.75 FEET;

THENCE NORTH PARALLEL WITH SAID WEST LINE OF S. WACKER DRIVE A DISTANCE OF 20.08 FEET TO AN INTERSECTION WITH THE BUILDING COLUMN CENTERLINE MARKING THE SOUTH LINE OF SAID TOWER SITE NO. 2;

THENCE WEST ALONG SAID COLUMN CENTERLINE 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 CENTERLINE 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 NORTHWARDLY ALONG SAID DOCK LINE A DISTANCE OF 110.194 FEET TO A POINT WHICH IS 90.00 FEET, MEASURED PERPENDICULARLY, NORTH FROM SAID COLUMN CENTERLINE AND 209.577 FEET WEST FROM SAID WEST LINE OF S. WACKER DRIVE;

THENCE EAST ALONG A LINE PARALLEL WITH SAID COLUMN CENTERLINE A DISTANCE OF 23.494 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 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 31.083 FEET TO AN INTERSECTION WITH SAID WEST LINE OF S. WACKER DRIVE; AND

THENCE SOUTH ALONG SAID WEST LINE A DISTANCE OF 110.08 FEET TO THE POINT OF BEGINNING.

AND EXCEPTING FROM SAID LAND, PROPERTY AND SPACE IN SAID TOWER SITE NO. 2 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 S. WACKER DRIVE AT THAT CORNER OF SAID TOWER SITE NO. 2 WHICH IS 219.354 FEET SOUTH FROM THE INTERSECTION OF SAID WEST LINE WITH THE NORTH LINE OF SAID BLOCK 80, AND RUNNING

THENCE WEST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF S. WACKER DRIVE A DISTANCE OF 30.75 FEET;

THENCE NORTH PARALLEL WITH SAID WEST LINE OF S. WACKER DRIVE A DISTANCE OF 20.08 FEET TO AN INTERSECTION WITH THE BUILDING COLUMN CENTERLINE MARKING THE SOUTH LINE OF SAID TOWER SITE NO. 2;

THENCE WEST ALONG SAID COLUMN CENTERLINE 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 CENTERLINE 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 NORTHWARDLY ALONG SAID DOCK LINE A DISTANCE OF 107.692 FEET TO A POINT WHICH IS 87.50 FEET, MEASURED PERPENDICULARLY, NORTH FROM SAID COLUMN CENTERLINE AND 209.691 FEET WEST FROM SAID WEST LINE OF S. WACKER DRIVE;

THENCE EAST ALONG A LINE PARALLEL WITH SAID COLUMN CENTERLINE SAID DISTANCE OF 207.591 FEET TO AN INTERSECTION WITH SAID WEST LINE OF S. WACKER DRIVE; AND

THENCE SOUTH ALONG SAID WEST LINE A DISTANCE OF 107.38 FEET TO THE POINT OF BEGINNING.

AND EXCEPTING FROM SAID LAND, PROPERTY AND SPACE IN SAID TOWER SITE NO. 2 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 S. WACKER DRIVE AT THAT CORNER OF SAID TOWER SITE NO. 2 WHICH IS 219.354 FEET SOUTH FROM THE INTERSECTION OF SAID WEST LINE WITH THE NORTH LINE OF SAID BLOCK 80, AND RUNNING

THENCE WEST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF S. WACKER DRIVE A DISTANCE OF 30.75 FEET;

THENCE NORTH PARALLEL WITH SAID WEST LINE OF S. WACKER DRIVE A DISTANCE OF 20.08 FEET TO AN INTERSECTION WITH THE BUILDING COLUMN CENTERLINE MARKING THE SOUTH LINE OF SAID TOWER SITE NO. 2;

THENCE WEST ALONG SAID COLUMN CENTERLINE 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 CENTERLINE 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 NORTHWARDLY ALONG SAID DOCK LINE A DISTANCE OF 95.179 FEET TO A POINT WHICH IS 75.00 FEET, MEASURED PERPENDICULARLY, NORTH FROM SAID COLUMN CENTERLINE AND 210.26 FEET WEST FROM SAID WEST LINE OF S. WACKER DRIVE;

THENCE EAST ALONG A LINE PARALLEL WITH SAID COLUMN CENTERLINE SAID DISTANCE OF 210.26 FEET TO AN INTERSECTION WITH SAID WEST LINE OF S. WACKER DRIVE; AND

THENCE SOUTH ALONG SAID WEST LINE A DISTANCE OF 93.08 FEET TO THE POINT OF BEGINNING.

AND EXCEPTING FROM SAID LAND, PROPERTY AND SPACE IN SAID TOWER SITE NO. 2 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 S. WACKER DRIVE AT THAT CORNER OF SAID TOWER SITE NO. 2 WHICH IS 219.354 FEET SOUTH FROM THE INTERSECTION OF SAID WEST LINE WITH THE NORTH LINE OF SAID BLOCK 80, AND RUNNING

THENCE WEST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF S. WACKER DRIVE A DISTANCE OF 30.75 FEET;

THENCE NORTH PARALLEL WITH SAID WEST LINE OF S. WACKER DRIVE A DISTANCE OF 20.08 FEET TO AN INTERSECTION WITH THE BUILDING COLUMN CENTERLINE MARKING THE SOUTH LINE OF SAID TOWER SITE NO. 2;

THENCE WEST ALONG SAID COLUMN CENTERLINE A DISTANCE OF 153.667 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 CENTERLINE 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 NORTHWARDLY ALONG SAID DOCK LINE A DISTANCE OF 93.677 FEET TO A POINT WHICH IS 73.50 FEET, MEASURED PERPENDICULARLY, NORTH FROM SAID COLUMN CENTERLINE AND 210.328 FEET WEST FROM SAID WEST LINE OF S. WACKER DRIVE;

THENCE EAST ALONG A LINE PARALLEL WITH SAID COLUMN CENTERLINE SAID DISTANCE OF 210.328 FEET TO AN INTERSECTION WITH SAID WEST LINE OF S. WACKER DRIVE; AND

THENCE SOUTH ALONG SAID WEST LINE A DISTANCE OF 93.38 FEET TO THE POINT OF BEGINNING.

AND EXCEPTING FROM SAID LAND, PROPERTY AND SPACE IN SAID TOWER SITE NO. 2 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 S. WACKER DRIVE AT THAT CORNER OF SAID TOWER SITE NO. 2 WHICH IS 219.354 FEET SOUTH FROM THE INTERSECTION OF SAID WEST LINE WITH THE NORTH LINE OF SAID BLOCK 80, AND RUNNING

THENCE WEST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF S. WACKER DRIVE A DISTANCE OF 30.75 FEET;

THENCE NORTH PARALLEL WITH SAID WEST LINE OF S. WACKER DRIVE A DISTANCE OF 20.08 FEET TO AN INTERSECTION WITH THE BUILDING COLUMN CENTERLINE MARKING THE SOUTH LINE OF SAID TOWER SITE NO. 2;

THENCE WEST ALONG SAID COLUMN CENTERLINE A DISTANCE OF 333.667 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 CENTERLINE 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 NORTHWARDLY ALONG SAID DOCK LINE A DISTANCE OF 76.993 FEET TO A POINT WHICH IS 56.833 FEET, MEASURED PERPENDICULARLY, NORTH FROM SAID COLUMN CENTERLINE AND 211.088 FEET WEST FROM SAID WEST LINE OF S. WACKER DRIVE;

THENCE EAST ALONG A LINE PARALLEL WITH SAID COLUMN CENTERLINE SAID DISTANCE OF 211.088 FEET TO AN INTERSECTION WITH SAID WEST LINE OF S. WACKER DRIVE; AND

THENCE SOUTH ALONG SAID WEST LINE A DISTANCE OF 76.913 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, AS CREATED IN DEED DATED APRIL 18, 1980 FROM THE CITY OF CHICAGO, GRANTOR, TO JEAN L. HOMEYER, AND HER SUCCESSORS AND ASSIGNS, GRANTEE, AND RECORDED ON MAY 7, 1980 AS DOCUMENT NUMBER 25449175, OVER THE FOLLOWING DESCRIBED LAND (AND IDENTIFIED AS EXHIBITS '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 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 10.33 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID NORTH LINE OF BLOCK 80, A DISTANCE OF 15.83 FEET; THENCE EAST ALONG A LINE PARALLEL WITH SAID NORTH LINE OF BLOCK 80, A DISTANCE OF 14.73 FEET; THENCE NORTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 3.00 FEET;

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THENCE WEST ALONG A LINE PARALLEL WITH SAID NORTH LINE OF BLOCK 80 A DISTANCE OF FORTY NINE HUNDREDTHS (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 2

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 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;

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## PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 OF SUPPORT FROM CAISSONS, COLUMNS AND OTHER SUPPORTS AND FOR USE OF PARKING GARAGE; AN EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 TO INSTALL, OWN, USE, MAINTAIN, REPAIR AND REPLACE EQUIPMENT LISTED ON EXHIBIT "G" TO THE INSTRUMENT HEREINAFTER REFERRED TO, TOGETHER WITH RIGHT OF ACCESS THERETO; A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 OF SUPPORT AND ENCLOSURE FROM WALLS, HORIZONTAL SLABS, CEILINGS AND FLOORS; EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR ENCROACHMENTS; AND NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 TO GO UPON CERTAIN PROPERTY DESCRIBED IN THE INSTRUMENT HEREINAFTER REFERRED TO FOR CONSTRUCTION, REPAIR AND REPLACEMENT OF CERTAIN FACILITIES AS SET FORTH IN AND CREATED BY AN INSTRUMENT ENTITLED "THE CHICAGO MERCANTILE EXCHANGE CENTER EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS", RECORDED JULY 23, 1981, AS DOCUMENT 25945760, IN COOK COUNTY, ILLINOIS. 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 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 REAL PROPERTY THEREIN MORE PARTICULARLY DESCRIBED TOGETHER WITH ALL OF THE RIGHTS, POWERS, EASEMENTS, PRIVILEGES AND BENEFITS UNDER THE REA ACCORDING TO THE OWNER UNDER PARCEL 1, ITS SUCCESSORS, LEGAL REPRESENTATIVES AND ASSIGNS.

## PARCEL 4:

AN EASEMENT, IN PERPETUITY, FOR AIR RIGHTS AT VARIOUS LEVELS ABOVE CHICAGO CITY DATUM AND FOR A SUPPORTING COLUMN DESIGNATED AS PARCEL C, BOTH FOR THE PURPOSE OF CONSTRUCTION OF IMPROVEMENTS ON THE 10 SOUTH WACKER DRIVE BUILDING AS SET FORTH IN EASEMENT DATED October 14, 1985 AND, RECORDED November 6, 1985 AS DOCUMENT 85270645 THE LEGAL DESCRIPTION IS AS FOLLOWS

## PARCEL 'A':

ALL OF THE PROPERTY AND SPACE LYING BETWEEN HORIZONTAL PLANES WHICH ARE 45.38 FEET AND 366.45 FEET, RESPECTIVELY, ABOVE CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF BLOCK 80 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS BOUNDED AND DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT ON THE NORTH LINE OF BLOCK 80 WHICH IS 168.53 FEET (AS MEASURED ALONG SAID NORTH LINE) WEST OF THE WEST LINE OF SOUTH WACKER DRIVE, AS SAID WEST LINE IS PRESENTLY IMPROVED AND OCCUPIED, BEING THE WEST LINE OF THE EAST 54.00 FEET OF SAID BLOCK 80 AS SURVEYED

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AND MARKED BY THE CITY OF CHICAGO PURSUANT TO THE 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 SOUTH ALONG A LINE PERPENDICULAR TO THE SAID NORTH LINE OF BLOCK 80 A DISTANCE OF 30.00 FEET; THENCE WEST ALONG A LINE WHICH IS 30.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF BLOCK 80 A DISTANCE OF 28.55 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 7.24 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 8.63 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 10.07 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 8.63 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 12.65 FEET TO THE NORTH LINE OF SAID BLOCK 80; THENCE EAST ALONG SAID NORTH LINE A DISTANCE OF 11.35 FEET TO THE POINT OF BEGINNING

PARCEL B:

ALL OF THAT PROPERTY AND SPACE LYING BETWEEN HORIZONTAL PLANES WHICH ARE 21.00 FEET (NOMINAL PLAZA ELEVATION) AND 45.38 FEET, RESPECTIVELY, ABOVE CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF 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:

COMMENCING AT A POINT ON THE NORTH LINE OF BLOCK 80 WHICH IS 168.58 FEET (AS MEASURED ALONG SAID NORTH LINE) WEST OF THE WEST LINE OF SOUTH WACKER DRIVE, AS SAID WEST LINE IS PRESENTLY IMPROVED AND OCCUPIED, BEING THE WEST LINE OF THE EAST 54.00 FEET OF SAID BLOCK 80 AS SURVEYED AND MARKED BY THE CITY OF CHICAGO PURSUANT TO THE 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 SOUTH ALONG A LINE PERPENDICULAR TO SAID NORTH LINE OF BLOCK 80 A DISTANCE OF 9.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH ALONG SAID PERPENDICULAR LINE A DISTANCE OF 20.71 FEET; THENCE WEST ALONG A LINE WHICH IS 30.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF BLOCK 80 A DISTANCE OF 15.27 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 12.68 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO LAST DESCRIBED LINE A DISTANCE OF 10.00 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 8.00 FEET; THENCE EAST ALONG A LINE PERPENDICULAR WITH LAST DESCRIBED LINE A DISTANCE OF 5.31 FEET TO THE POINT OF BEGINNING

PARCEL C:

ALL OF THE PROPERTY AND SPACE LYING BETWEEN HORIZONTAL PLANES WHICH ARE 21.00 FEET (NOMINAL PLAZA ELEVATION) AND 45.38 FEET, RESPECTIVELY, ABOVE CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF 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 AT A POINT ON THE NORTH LINE OF BLOCK 80 WHICH IS 176.23 FEET (AS MEASURED ALONG SAID NORTH LINE) WEST OF THE WEST LINE OF SOUTH WACKER DRIVE, AS SAID WEST LINE IS PRESENTLY IMPROVED AND OCCUPIED, BEING THE WEST LINE OF THE EAST 54.00 FEET OF SAID BLOCK 80 AS SURVEYED AND MARKED BY THE CITY OF CHICAGO PURSUANT TO THE 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 SOUTH ALONG A LINE PARALLEL WITH SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 4.74 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 3.70 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 4.74 FEET TO THE NORTH LINE OF SAID BLOCK 80; THENCE EAST ALONG SAID NORTH LINE A DISTANCE OF 3.70 FEET TO THE POINT OF BEGINNING

PARCEL D:

ALL OF THE PROPERTY AND SPACE LYING BETWEEN HORIZONTAL PLANES WHICH ARE 21.00 FEET (NOMINAL PLAZA ELEVATION) AND 31.00 FEET, RESPECTIVELY, ABOVE CHICAGO CITY DATA, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF 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 AT A POINT ON THE NORTH LINE OF BLOCK 80 WHICH IS 182.08 FEET (AS MEASURED ALONG SAID NORTH LINE) WEST OF THE WEST LINE OF SOUTH WACKER DRIVE AS SAID WEST LINE IS PRESENTLY IMPROVED AND OCCUPIED, BEING THE WEST LINE OF THE EAST 54.00 FEET OF SAID BLOCK 80 AS SURVEYED AND MARKED BY THE CITY OF CHICAGO PURSUANT TO THE 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 SOUTH ALONG A LINE PERPENDICULAR TO SAID NORTH LINE OF BLOCK 80 A DISTANCE OF 24.00 FEET; THENCE WEST ALONG A LINE WHICH IS 24.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF BLOCK 80 A DISTANCE OF 23.54 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 NORTHEASTWARDLY ALONG SAID DOCK LINE A DISTANCE OF 24.02 FEET TO SAID NORTH LINE OF BLOCK 80; THENCE EAST ALONG SAID NORTH LINE A DISTANCE OF 22.50 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Record Title Holder of Property is American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated June 2, 1981, and known as Trust Number 51234.

PIN: 17-16-200-023

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Exhibit A

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 S. WACKER DRIVE, SAID WEST LINE OF S. 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 S. WACKER DRIVE A DISTANCE OF 178.816 FEET;

THENCE WEST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF S. WACKER DRIVE (SAID PERPENDICULAR LINE BEING 20.08 FEET SOUTH FROM AND PARALLEL WITH A CERTAIN BUILDING COLUMN CENTERLINE IN A BUILDING TO BE ERECTED UPON SAID BLOCK 80) A DISTANCE OF 30.75 FEET;

THENCE NORTH ALONG A LINE PARALLEL WITH SAID WEST LINE OF S. WACKER DRIVE, A DISTANCE OF 20.08 FEET TO AN INTERSECTION WITH SAID COLUMN CENTERLINE;

THENCE WEST ALONG SAID COLUMN CENTERLINE 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 CENTERLINE 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 25TH 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.

CONTAINING 41,793.50 SQUARE FEET OF LAND, MORE OR LESS.

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:

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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 S. WACKER DRIVE; AND RUNNING THENCE WEST ALONG SAID COLUMN CENTERLINE A DISTANCE OF 155.667 FEET;

THENCE NORTH, PARALLEL WITH SAID WEST LINE OF S. WACKER DRIVE A DISTANCE OF 90.00 FEET;

THENCE EAST ALONG A LINE PARALLEL WITH SAID COLUMN CENTERLINE 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 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 FEET) TO A POINT 30.75 FEET WEST FROM SAID WEST LINE OF S. 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 72.50 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 S. 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 S. WACKER DRIVE A DISTANCE OF 30.75 FEET;

THENCE NORTH PARALLEL WITH SAID WEST LINE OF S. WACKER DRIVE A DISTANCE OF 20.08 FEET TO AN INTERSECTION WITH THE BUILDING COLUMN CENTERLINE MARKING THE NORTH LINE OF SAID TOWER SITE NO. 1;

THENCE WEST ALONG SAID COLUMN CENTERLINE A DISTANCE OF 155.667 FEET;

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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 CENTERLINE 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 CENTERLINE AND 217.891 FEET WEST FROM SAID WEST LINE OF S. WACKER DRIVE;

THENCE EAST ALONG A LINE PARALLEL WITH SAID COLUMN CENTERLINE 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 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 S. 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 S. 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 S. WACKER DRIVE A DISTANCE OF 30.75 FEET;

THENCE NORTH PARALLEL WITH SAID WEST LINE OF S. WACKER DRIVE A DISTANCE OF 20.08 FEET TO AN INTERSECTION WITH THE BUILDING COLUMN CENTERLINE MARKING THE NORTH LINE OF SAID TOWER SITE NO. 1;

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THENCE WEST ALONG SAID COLUMN CENTERLINE 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 CENTERLINE 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 67.49 FEET TO A POINT WHICH IS 87.50 FEET MEASURED PERPENDICULARLY SOUTH FROM SAID COLUMN CENTERLINE AND 217.662 FEET WEST FROM SAID WEST LINE OF S. WACKER DRIVE;

THENCE EAST ALONG A LINE PARALLEL WITH SAID COLUMN CENTERLINE SAID DISTANCE OF 217.662 FEET TO AN INTERSECTION WITH SAID WEST LINE OF S. 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 S. 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 S. WACKER DRIVE A DISTANCE OF 30.75 FEET;

THENCE NORTH PARALLEL WITH SAID WEST LINE OF S. WACKER DRIVE A DISTANCE OF 20.08 FEET TO AN INTERSECTION WITH THE BUILDING COLUMN CENTERLINE MARKING THE NORTH LINE OF SAID TOWER SITE NO. 1;

THENCE WEST ALONG SAID COLUMN CENTERLINE 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 CENTERLINE 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 CENTERLINE AND 217.093 FEET WEST FROM SAID WEST LINE OF S. WACKER DRIVE;

THENCE EAST ALONG A LINE PARALLEL WITH SAID COLUMN CENTERLINE SAID DISTANCE OF 217.093 FEET TO AN INTERSECTION WITH SAID WEST LINE OF S. WACKER DRIVE; AND

THENCE NORTH ALONG SAID WEST LINE A DISTANCE OF 54.920 FEET TO THE POINT OF BEGINNING.

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AND EXCEPTING FROM SAID LAND PROPERTY AND SPACE IN SAID TOWER SITE NO. 1 THAT PART THEREOF LYING BETWEEN HORIZONTAL PLANES WHICH ARE 138.50 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 S. 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 S. WACKER DRIVE A DISTANCE OF 30.75 FEET;

THENCE NORTH PARALLEL WITH SAID WEST LINE OF S. WACKER DRIVE A DISTANCE OF 20.08 FEET TO AN INTERSECTION WITH THE BUILDING COLUMN CENTERLINE MARKING THE NORTH LINE OF SAID TOWER SITE NO. 1;

THENCE WEST ALONG SAID COLUMN CENTERLINE 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 CENTERLINE 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 CENTERLINE AND 217.024 FEET WEST FROM SAID WEST LINE OF S. WACKER DRIVE;

THENCE EAST ALONG A LINE PARALLEL WITH SAID COLUMN CENTERLINE SAID DISTANCE OF 217.024 FEET TO AN INTERSECTION WITH SAID WEST LINE OF S. WACKER DRIVE; AND

THENCE NORTH ALONG SAID WEST LINE A 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 S. 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 S. WACKER DRIVE A DISTANCE OF 30.75 FEET;

THENCE NORTH PARALLEL WITH SAID WEST LINE OF S. WACKER DRIVE A DISTANCE OF 20.08 FEET TO AN INTERSECTION WITH THE BUILDING COLUMN CENTERLINE MARKING THE NORTH LINE OF SAID TOWER SITE NO. 1;

THENCE WEST ALONG SAID COLUMN CENTERLINE A DISTANCE OF 155.667 FEET;

THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID COLUMN CENTERLINE A DISTANCE OF 20.08 FEET;

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# UNOFFICIAL COPY

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 36.791 FEET TO A POINT WHICH IS 35.833 FEET MEASURED PERPENDICULARLY, SOUTH FROM SAID COLUMN CENTERLINE AND 216.265 FEET WEST FROM SAID WEST LINE OF S. 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 S. WACKER DRIVE; AND

THENCE NORTH ALONG SAID WEST LINE A DISTANCE OF 36.753 FEET TO THE POINT OF BEGINNING.

Record Title Holder of Property is American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated March 20, 1980, and known as Trust Number 48268.

PN: 17-16-200-022

Property of Cook County Clerk's Office

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