92618003

AGREEMENT FOR USE AND OPERATION OF PARKING FACILITY

between

THE VILLAGE OF ROSEMONT, ILLINOIS

and

LaSALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER A TRUST AGREEMENT DATED AUGUST 17, 1992 AND KNOWN AS TRUST NO. 117282

and

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER A TRUST AGREEMENT DATED JANUARY 3, 1990 AND KNOWN AS TRUST NO. 109385-04

DATED: AUGUST 17, 1992

92618003

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AGREEMENT FOR USE AND OPERATION OF PARKING FACILITY

This Agreement for Use and Operation of Parking Facility ("Agreement") is entered this 17th day of August, 1992 by the Village of Rosemont, Illinois, an Illinois municipal corporation (the "Village"), LaSalle National Trust, N.A., as Trustee under a Trust Agreement dated August 17, 1992 and known as Trust No. 117282 ("Trust No. 117282") and American National Bank and Trust Company as Trustee under a Trust Agreement dated January 3, 1990 and known as Trust No. 109385-04 ("Trust No 109385-04") and is effective retroactively to October 3, 1985.

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RECITALS

A. Pursuant to a "Disposition and Development Agreement" dated December 6, 1984 between the Village and the User's predecessor in interest, W-H Investments (the "Developer") (the "Development Agreement"), the Village agreed to condemn and acquire the real estate located in Rosemont, Illinois which is legally described in Exhibit A which is attached hereto and incorporated by reference herein (the "Hotel Parcel"). Pursuant to the Development Agreement, the Village conveyed title to the Hotel Parcel to the Developer in return for monetary consideration. The Developer later developed a hotel on the hotel parcel.

B. Pursuant to the Development Agreement, the Village agreed to condemn and acquire the real estate located adjacent to the Hotel Parcel and which is legally described in Exhibits B and C which are attached hereto and incorporated by reference herein (the "Phase I Property" and the "Phase II Property", respectively, and collectively referred to as the "Property"). A portion of the Village's cost for its acquisition of the Phase I Property,

an amount equal to $1,700,000, was paid by the Developer. The Developer also allowed the Village to apply a portion of a "Construction Contribution" from the Developer to the Village, in the amount of $2,600,000, to the Village's cost for the acquisition of the Phase II Property. No other payments were made to the Village by the Developer or the operator of the hotel on the Hotel Parcel regarding the Property, except for the maintenance and operating expenses described below.

C. Pursuant to the Development Agreement, the Village constructed a public parking structure on the Property (the "Parking Facility") for the use, among others, of the hotel developed on the Hotel Parcel.

D. Pursuant to the Development Agreement, the Village and the operator of the hotel developed on the Hotel Parcel entered a "Lease and Operating Agreement" dated October 3, 1985 (the "October 3 Agreement"). Pursuant to the October 3 Agreement, the Village allowed the operator of the hotel to use three hundred and seventy-five (375) parking spaces in the Parking Facility and the ramps, aisles and other improvements appurtenant thereto. The operator of the hotel was only required to pay the Village for a proportionate share of the actual costs incurred by the Village for maintenance and operation of the Parking Facility. The October 3 Agreement also provided the operator of the hotel with the right to assign its rights under the October 3 Agreement to future owners or operators of the hotel. Those rights were later assigned to Trust No. 109385-04.

E. Trust No. 109385-04 held the rights under the October 3 Agreement to the date of this Agreement, at which time those rights were transferred to Trust No. 117282. Trust No. 117282's beneficiary is the current operator of the hotel. The Village, Trust

No. 109385-04 and Trust No. 117282 desire to enter into this Agreement in order to clarify the terms of the agreement between the Village and past and current operators of the hotel regarding the use and operation of the Parking Facility, from the original date of the hotel's use of the Parking Facility, to the present. In so doing, the Village, Trust No. 109385-04 and Trust No. 117282 restate and amend, in full, the October 3 Agreement with the provisions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, the Village and the User hereby agree as follows:

ARTICLE I.
INCORPORATION OF RECITALS; THE DEMISE

1.01 Incorporation of Recitals. The foregoing recitals are hereby incorporated by reference and made a part hereof as though fully set forth herein.

1.02 Definitions. When used in this Agreement, the following terms shall have the definitions set forth below:

(a) "Agreement" shall mean this Agreement for Use and Operation of Parking Facility;

(b) "Village" or "the Village" shall mean the Village of Rosemont, Illinois;

(c) "User" or "the User" shall mean LaSalle National Trust, N.A., as Trustee under a Trust Agreement dated August 17, 1992 and known as Trust No. 117282 for the purpose of applying or construing the provisions of this Agreement from the date first written above until the termination of this Agreement. "User" or "the User" shall

mean American National Bank and Trust Company as Trustee under a Trust Agreement dated January 3, 1990 and known as Trust No. 109385-04 for the purpose of applying or construing the provisions of this Agreement prior to the date first written above;

(d) "October 3 Agreement" shall mean the October 3, 1985 "Lease and Operating Agreement" between the Village and American National Bank and Trust Company, not personally but as Trustee under Trust Agreement dated August 1, 1985 and known as Trust No. 65403;

(e) "Area" shall mean any three hundred and seventy-five (375) parking spaces which are on the lower five (5) floors of the Parking Facility, have direct ingress and egress from the driveway currently located adjacent to the east entrance to the Hotel and which have been designated by the Village on Exhibit D which is attached hereto and incorporated by reference herein;

(f) "Term of this Agreement" shall mean ninety-nine (99) years from October 3, 1985;

(g) "Hotel" shall mean any facility or business operated at the property commonly known 5500 River Road, Rosemont, Illinois;

(h) "Trust No. 109385-04" shall mean American National Bank and Trust Company as Trustee under a Trust Agreement dated January 3, 1990 and known as Trust No. 109385-04;

1.03 Right to Use Area. The Village hereby gives the User the right to use the Area for the term of this Agreement. The Village also hereby gives the User the right to non-exclusive use of all public sidewalks, public stairways, public elevators and other

common areas and facilities used or useful in connection with pedestrian or vehicular access, ingress and egress between the Area and the Hotel Parcel. All references in this Agreement to the "Area" shall additionally be deemed to refer to these public sidewalks, public stairways, public elevators and other common areas and facilities. The rights given to the User pursuant to this Agreement are irrevocable during the term of this Agreement, except as otherwise provided by this Agreement.

1.04 Option for Additional Parking Spaces. The User shall have the option to use thirty-five (35) additional parking spaces in the Parking Facility upon such terms as the parties may agree upon but in no event shall those terms include payments higher than those previously set forth in Section 1.03 of the October 3 Agreement.

ARTICLE II.
FEES AND COSTS

2.01 Fees. A portion of the Village's cost for its acquisition of the Phase I Property, an amount equal to $1,700,000, has already been paid by the Developer. The Developer has also previously allowed the Village to apply a portion of a "Construction Contribution" from the developer to the Village, in the amount of $2,600,000, to the Village's Cost for the acquisition of the Phase II Property. The User shall not be charged anything for its right to use the Area, provided that the User shall make the payments required under Section 2.02 of this Agreement.

2.02 Sharing of Costs.

(a) The User shall pay to the Village for each calendar year in quarterly installments, in advance on or before the first day of each calendar quarter, the

User's Proportionate Share (defined below) of the annual maintenance, security, operating, repairs and casualty insurance costs actually expended by the Village (the aforementioned costs shall be referred to from time to time herein as the "Costs") in operating the Parking Facility during such year. The Costs shall be computed on a cash basis. The Costs shall, without limitation, not include the following: (A) costs of or necessitated by additions to or alterations of the Parking Facility; (B) depreciation; (C) interest and principal payments on any loans, bonds, mortgages and other debt or financing costs; (D) real estate brokers leasing commissions; (E) any cost or expenditure (or portion thereof) for which the Village is otherwise reimbursed, whether by insurance proceeds or otherwise; (F) any amounts expended in connection with the rental of the Parking Facility by the public or any person or entity other than the User's and/or the Hotel's customers, employees, guests, licensees and invitees; or (G) salaries and benefits of any employees or agents of the Village (or of any contractor or manager) not pertaining to the Parking Facility. All expenditures included in the Costs shall be made with reasonable business judgment and at competitive rates for like properties in comparable locations. The "User's Proportionate Share" shall mean the number computed by dividing 375 by the total number of parking spaces (whether or not in use) in the Parking Facility, the User's Proportionate Share to change when and as the total number of parking spaces in the Parking Facility shall change.

(b) In addition, the parties hereto agree that it would not be practical for the Village to replace or renovate the remainder of the Parking Facility without such

replacement or renovation of the Area. Therefore, when necessary from time to time, the Village may demolish and replace or renovate the Parking Facility, provided that the User shall during the period of such demolition, replacement or renovation be provided with not less than 375 temporary parking spaces in a location and condition reasonably satisfactory to the User as not materially interfering with operation of the Hotel.

The User agrees to pay the User's Proportionate Share of the reasonable cost of such demolition, replacement and renovation, provided that (i) the User receives not less than one hundred eighty (180) days prior written notice of the amount required from the User, (ii) the User shall not be obligated to pay any amounts necessitated by any negligence or misconduct of the Village, its employees, officers, contractors, subcontractors or suppliers, (iii) if the Area or access thereto would be materially relocated or altered by such renovation or replacement, the plans therefor only with respect to the Area and access thereto shall be subject to the reasonable approval of the User and (iv) the User shall not be obligated to pay for any demolition, renovation or replacement commencing after the ninetieth anniversary of the date hereof.

(c) For the period beginning on the Commencement Date and ending on the last day of the first full calendar year of the term of the October 3 Agreement, the amount of each of such quarterly installments was one-fourth of the User's Proportionate Share of the Costs for such year as reasonably estimated and agreed to by the parties to the October 3 Agreement. For all subsequent years, the amount

of each of said quarterly installments shall be one-fourth of one hundred seven percent (107%) of the User's Proportionate Share of the Costs payable with respect to the immediately preceding year. If this Agreement shall terminate other than on the last day of a year, the User's Proportionate Share of the Costs for that portion of the year in which this Agreement shall terminate shall be determined by prorating as of the date of termination based on the Costs for the last full calendar year during the term of this Agreement, subject to adjustment pursuant to Section 2.02 hereof. In the event extraordinary Costs are incurred in each case in excess of $10,000, the User's Proportionate Share thereof shall be paid along with the next quarterly installment payable under this Section, but in no case earlier than thirty (30) days after written request from the Village.

(d) The Village shall keep true and accurate books of account and records showing all transactions and other items necessary for the determination of the amount of the Costs for each year, or part thereof during which this Agreement is in effect. Within ninety (90) days after the last day of each year, the Village shall deliver to the User a statement showing all Costs incurred and paid for by the Village during such year. If the User's payments of the Costs with respect to such year, or portion thereof during which this Agreement was in effect, were less than the amount of the User's Proportionate Share of the Costs for such year (prorated as to any period less than a year), then the User shall within 60 days after the receipt of such statement pay the deficit to the Village. If the User's payments with respect to such year, or portion thereof during which this Agreement was in effect, were greater

than the amount of the User's Proportionate Share of the Costs for such year (prorated as to any period less than a year), then such excess shall be credited against the installments of the User's Proportionate Share of the Costs next due and owing or, if no such installments are due and owing, refunded by the Village to the User within 60 days after receipt of such statement by the User. Such deficit or excess is referred to hereinafter as the "Cost Adjustment."

(e) The books of account and all supporting records maintained as provided in this Section shall, upon not less than seven days' prior written request therefor, be made available at Rosemont Village Hall during reasonable business hours for the inspection and audit by the User and its accountants for at least two years after the last day of the period covered thereby. Any inspection or audit shall be conducted in a manner so as not to unreasonably interfere with the conduct of the Village's business, and shall be at the User's sole expense; provided, however, that should any such audit establish that any statement delivered to the User, as hereinabove provided, shall have overstated the actual aggregate amount of the Costs paid by the Village to the extent of five percent (5%) or more of the Costs attributable to such year, then the Village shall pay the reasonable expense of the audit unless the Village disputes the audit pursuant to Section 2.03, in which case the Village shall pay the cost of such audit only if the independent audit described in Section 2.03 below verifies the Village overstated the Costs to the extent of five percent (5%) or more. The payment (or acceptance of a credit) by the User or the Village with respect to any Cost Adjustment shall not constitute an accord and

satisfaction in respect of the period covered by such statement or for which such Cost Adjustment shall have been made, nor constitute a waiver or forgiveness by the User or the Village of any rights to an adjustment due to any overcharge or undercharge by the Village for such year, or part thereof during which this Agreement was in effect, subsequently discovered. All Cost Adjustments shall be deemed final two years after the end of the applicable year.

2.03 Dispute. In the event that any audit or inspection undertaken pursuant to Section 2.02 above discloses that the amount of the User's Proportionate Share of the Costs charged by the Village for any period is in excess of the actual amount of the User's Proportionate Share of the Costs for such period, the Village shall refund to the User any such excess amounts within sixty days after being furnished copies of all reports and relevant documentation pertaining to such audit or inspection (the "Audit Result"); provided, however, that if the Village shall dispute the findings of such audit or inspection and shall so notify the User in writing within thirty days after being furnished the Audit Results, then the public accounting firm of Laventhol & Horwath, or if such firm is unable to perform such work, then a public accounting firm to be agreed upon by the Village and the User, shall be engaged to perform an independent audit and to specify the amount of the Costs and the Cost Adjustment attributable to the period in question. The Village and the User agree that the conclusions of such public accounting firm shall be binding on the parties. If such independent audit shall show the Costs were overstated to the extent of five percent (5%) or more, the Village shall pay the cost of such independent audit; otherwise, such cost shall be paid by the User.

2.04 Commencement Date. The "Commencement Date" shall mean _____ __, 198_, that date being the date the Hotel opened for business.

2.05 Place of Payment. All amounts payable to the Village under this Agreement shall be paid to the Village at the Village's address for notices set forth in Section 14.02, or to such other person or at such other place as the Village may from time to time designate by written notice to the User.

ARTICLE III.
USE OF AREA

3.01 Permitted Uses. The User shall use and occupy the Area for the sole purposes of parking and storage of automobiles and other vehicles and incidental uses, all such uses to be in connection with the ownership and use of the Hotel Parcel. The Area may be used, without the payment to the Village of any charge, fee or other payment of any type whatsoever (other than as provided herein), by the User's and/or the Hotel's customers, employees, officers, agents, contractors, guests, invitees and licensees. All references in this Agreement to use by the User shall extend to such customers, employees, etc.

3.02 Laws and Regulations. The Village shall procure and maintain in full force and effect throughout the term of this Agreement all permits, licenses, authorizations and consents, and all renewals thereof, from all governmental authorities and agencies which may at any time be required in connection with the ownership or operation of the Parking Facility. The Village, with respect to the ownership and operation of the Parking Facility, and the User, with respect to use of the Area, shall promptly observe and comply with all

municipal, county, state and federal laws, rules, orders, ordinances, regulations, and all lawful orders, rules and requirements of all governmental or quasi-governmental authorities or agencies, and of all municipal departments, bureaus, boards, commissions, companies or other authority. Notwithstanding anything to the contrary contained herein, the Village shall not enact, or cause or permit to be enacted (whether by its own actions or the actions of any of its departments, bureaus, boards, commissions, agencies or any affiliated entity under its control), any law, rule, regulation, ordinance or order which is inconsistent with this Agreement except in the Village's reasonable exercise of its police power, or cause any charge, fee, or other payment of any type whatsoever to be paid, whether indirectly or directly, by the User or any customer, employee, officer, agent, contractor, guest, invitee or licensee of the Hotel and/or the User, relating to the use of the Area, except as provided herein.

3.03 Covenant To Operate. The Village, its agents and independent contractors shall continuously operate the Parking Facility at all times throughout the term of this Agreement. The Village shall not take or permit (if within the Village's control) any actions which are inconsistent with this Agreement, including actions inconsistent with convenient pedestrian and vehicular access, ingress and egress between the Area and the Hotel; provided, however, that the Village may institute reasonable rules, regulations and operating procedures relating to the Parking Facility which are not inconsistent with this Agreement.

3.04 Covenant Not To Compete. The User acknowledges that the majority of the parking spaces within the Parking Facility will be available for parking by the public at large for a fee payable to the Village. The User covenants and agrees that it will never compete

in any way with the Village's portion of the Parking Facility used for public parking. The User shall not authorize or encourage the public to use its 375 parking spaces while attending any function not located on the Hotel Parcel, except as provided in this Agreement.

3.05 Real Estate Taxes. The parties contemplate that the Area is exempt from real estate taxes under Illinois law. In the event that real estate taxes are levied against the Area as a result of the User's use of the Area or as a result of this Agreement, the User shall be liable for payment of those taxes to the extent of its right to use in the Area. The User shall so be liable regardless of whether the Village or the User is assessed for such taxes.

3.06 Modifications, Alternations and Improvements. The User shall not make any modifications, alternations or construct or remove any improvement to the Area or the Parking Facility without first obtaining the written consent of the Village.

ARTICLE IV.
LIENS

4.01 Liens.

(a) The User covenants and agrees not to suffer or permit any mechanics', materialmen's or other liens or encumbrances (other than for taxes and other assessments not yet due and payable) to be placed against or attached to the Area, Parking Facility, or any interest therein by reason of any contract for labor or materials entered into by the User or the Hotel and, in case of any such lien attaching, the User shall immediately pay or otherwise remove the same, or shall cause a title company to insure over such lien for the benefit of the Village.

(b) The Village covenants and agrees not to suffer or permit any mechanics', materialmen's or other liens or encumbrances (other than for taxes and other assessments not yet due and payable) to be placed against or attach to the Area, or any interest therein, whether created by act of the Village, by operation of law or otherwise (except by reason of a contract for labor or materials entered into by the User or the Hotel), and, in case of any such lien attaching, the Village shall immediately pay or otherwise remove the same, or shall cause a title company to insure over such lien for the benefit of the User and/or any Mortgagees.

4.02 Zoning and Permits. The Village shall, if necessary, effect or cause to be effected timely any revisions, amendments or variances in existing zoning ordinances necessary in order to enable the use of the Property for parking and for the Parking Facility as herein contemplated, and shall cause such revisions, amendments or variances to remain in full force until the expiration of the term of this Agreement or earlier termination hereof. The Village shall obtain all necessary building, driveway and other permits and authorizations as may be required for the Parking Facility.

4.03 Separation. The Area, and access and ingress thereto and egress therefrom, shall at all times be separated by the Village from the balance of the Parking Facility so as to prevent the use or entry into the Area by any persons not so authorized by the User, provided that the Village may, from time to time, make spaces in the Area available for the use of the Rosemont Convention Center upon the User's consent.

ARTICLE V.
MORTGAGES

5.01 Mortgages. The User or any permitted assignee shall have the right to mortgage, pledge, deed in trust, and/or collaterally assign its interest in this Agreement and in the Area, and to pledge the same as security for any debt (the holder of each such mortgage, pledge or other encumbrance, and the beneficiary of each such deed of trust or assignment shall be referred to from time to time herein as a "Mortgagee" and the mortgage, pledge, deed of trust or other instrument shall be referred to from time to time herein as a "Mortgage"), upon and subject to each and all of the following terms and conditions:

(a) All rights acquired by Mortgagees under Mortgages shall be subject to each and all of the covenants, conditions and restrictions set forth in this Agreement, and to all rights of the Village hereunder, none of which covenants, conditions and restrictions is or shall be waived by the Village by reason of the granting of such Mortgage, except as set forth herein.

(b) The provisions of Section 5.02 below shall, with respect to any Mortgage, bind the Village, as set forth hereafter in this Article V, in the enforcement of the Village's rights and remedies, provided herein and by law, after a copy thereof bearing the recording date and recording number thereof and a copy of the original note secured by such Mortgage has been delivered to the Village together with written notice of the address of the Mortgagee to which notices shall be sent; and in the event of an assignment of such Mortgage, such assignment shall be binding upon the Village at such time as a copy thereof bearing the recording

date and recording number has been delivered to the Village together with written notice of the address of the assignee thereof to which notices may be sent.

(c) Any number of Mortgages may be outstanding at any one time.

(d) Mortgages shall contain provisions permitting the disposition and application of insurance proceeds and condemnation awards in the manner provided in this Agreement.

5.02 Rights and Obligations of Mortgagees. If the User or the User's successors or assigns, shall mortgage the User's interest in the Area, or any portion thereof in accordance with Section 5.01 hereof, then, as long as any such Mortgage shall remain unsatisfied of record, the following provisions shall apply:

(a) The Village will not cancel, (except pursuant to Section 10.02(a) following the occurrence of an Event of Default) modify or accept a termination of this Agreement in the absence of a default by the User, without the prior consent in writing of the Mortgagee.

(b) No notice from the Village to the User under this Agreement shall be deemed to have been duly given unless and until a copy thereof has been mailed to the Mortgagee by registered or certified mail at the address registered with the Village.

(c) In the event the User shall be in default hereunder, the Mortgagee shall, within the period and otherwise as herein provided, have the right (but not the obligation) to remedy such default, or cause the same to be remedied, and the Village shall accept such performance by or at the instigation of such Mortgagee as

if the same had been done by the User. The Mortgagee shall have an additional thirty (30) day period beyond any cure period provided to the User after the giving of notice of default in which to cure or cause to be cured any default. Such additional thirty (30) day period shall be extended if the default is other than the payment of money and such that it is not practicable to cure within such thirty (30) day period if the Mortgagee commences such cure within said thirty (30) day period and diligently prosecutes such cure to completion. The User hereby constitutes and appoints each Mortgagee as the User's agent and attorney in fact with full power, in the User's name, place and stead, and at the User's cost and expense, to enter upon the Area and perform all acts required to be performed herein. No Mortgagee shall have the right to take or perform any action hereunder, under its Mortgage or otherwise, which might result in any detriment to the rights of a prior Mortgagee with respect to this Agreement.

(d) In the event of the termination of this Agreement prior to the natural expiration of the Term of this Agreement due to bankruptcy or otherwise by operation of law (which shall not include termination by the Village due to breach of any covenant herein contained), the Village shall mail by registered or certified mail to each Mortgagee written notice of such termination or expiration, together with a statement of any and all sums which would at that time be due under this Agreement then known to the Village. Such Mortgagee shall thereupon have the option to obtain a new agreement for use and operation of the Parking Facility in accordance with and upon the following terms and conditions:

(i) Upon the written request of the Mortgagee within sixty (60) days after service of the aforementioned notice of termination, the Village shall enter into a new agreement for use and operation of the Parking Facility with such Mortgagee, or its designee, as provided in Section 5.02(d)(ii) below.

(ii) Such new agreement for use and operation of the Parking Facility shall be effective as of the date of termination or expiration of this Agreement and shall be for the remainder of the Term of this Agreement upon the agreements, terms, covenants and conditions hereof. Any such new agreement for use and operation of the Parking Facility entered into with the Mortgagee shall have the same priority as has the User hereunder as between such Mortgagee (as the User hereunder) and the holder of any lien or encumbrance on the fee interest of the Area. Upon the execution of such new agreement for use and operation of the Parking Facility, the user named therein shall pay any and all sums which would at the time of the execution thereof be due under this Agreement but for the termination or expiration as aforesaid, and shall fully otherwise remedy any existing defaults under this Agreement, except that (x) with respect to any default which cannot be cured by such user until it obtains possession, such user shall have until a reasonable time after it obtains possession to cure such default and (y) with respect to any default which is not susceptible of cure by the Mortgagee, such default shall be deemed waived so long as such waiver will not materially adversely affect the Village's rights hereunder.

(iii) Any payment to be made or action to be taken by a Mortgagee hereunder as a prerequisite to obtaining a new agreement for use and operation of the Parking Facility or keeping this Agreement in effect shall be deemed properly to have been made or taken by the Mortgagee if such payment is made or action taken by a permitted nominee, agent or assignee of the right of such Mortgagee.

(e) Each Mortgagee shall have the right to intervene and be made a party to any condemnation proceedings affecting the Area and the parties hereto do hereby consent that the Mortgagee may be made such party or intervenor.

(f) No Mortgagee, nor any owner of the interest which shall have been acquired by, through or under any Mortgage or shall have been derived immediately from any holder thereof, shall become personally liable under the agreements, terms, covenants or conditions of this Agreement unless and until such time as the Mortgagee or such owner becomes the owner of such interest and then only for such amounts accruing while it remains the owner of such interest. Upon any transfer of this Agreement by the Mortgagee or any owner of the interest which shall have been acquired by, through or under any Mortgage or shall have been derived immediately from any holder thereof, the transferor shall be relieved of any further liability which may accrue hereunder from and after the date of such transfer.

(g) Anything contained herein to the contrary notwithstanding, the provisions of this Section 5.02 shall inure only to the benefit of Mortgagees. If more than one Mortgagee shall make written request upon the Village to enter into a new

agreement for use and operation of the Parking Facility in accordance with this Agreement, the new agreement shall be entered into pursuant to the request of the holder whose Mortgage shall be prior in lien and thereupon the written request for a new agreement for use and operation of the Parking Facility by each holder of a Mortgage junior in lien shall be deemed to be void and of no force or effect. In the event of any dispute or disagreement as to the respective priorities of any such Mortgages, the certification as to such priorities by a title company shall be conclusively binding upon all the parties concerned.

(h) In addition to the specific rights granted to Mortgagees herein, Mortgagees shall possess all rights of the User under this Agreement and all obligations of the Village to the User shall apply for the benefit of Mortgagees.

(i) The rights granted herein to Mortgagees shall be enforceable by them. In the event any action or proceeding is brought to enforce or interpret the provisions hereof or to seek damages or performance or declare the rights of the parties hereto or such Mortgagees, the prevailing party, including such Mortgagees, if prevailing, shall be entitled to attorneys' fees, costs and expenses.

5.03 Village Cooperation. The Village covenants and agrees that it will act and fully cooperate with the User in connection with the User's right to grant Mortgages as hereinabove provided. At the request of the User or any proposed or existing Mortgagee, the Village shall promptly execute and deliver (i) any documents or instruments reasonably requested to evidence, acknowledge and/or perfect the rights of Mortgagees as herein provided and (ii) any amendments hereto reasonably required by such Mortgagee. In no

case shall the Village be obligated to execute any such documents, instruments or amendments which in the Village's reasonable opinion adversely affect the Village's rights hereunder.

ARTICLE VI.
OBLIGATIONS OF THE VILLAGE

6.01 Certain Obligations of the Village. In addition to such other duties and obligations of the Village as may be elsewhere set forth herein, the Village covenants to perform, or cause to be performed, the following:

(a) Operate and manage the Area as a parking garage and provide continuous, uninterrupted service, access and maintenance to the Area twenty-four (24) hours each day and seven (7) days each week during the term of this Agreement, and obtain a public garage license therefor, if necessary.

(b) Hire, pay, train, instruct and supervise all persons necessary to be employed for the efficient operation of the Area. All persons so employed shall be deemed to be employees of the Village and not the User, and they shall have no authority to act as the agent of the User.

(c) Provide for all maintenance, repairs and replacement (whether routine, non-routine or structural) pertaining to the Parking Facility which are necessary for the efficient maintenance and operation of the Area as a first class parking garage, provided, that the Area may not be materially altered or modified. The Village shall promptly repair all damage to the Area and all areas of the Parking Facility use of which is necessary in connection therewith and replace and repair all damaged or

problem fixtures, equipment and personal property relating to the Area and all areas of the Parking Facility use of which is necessary in connection therewith.

(d) Provide for such janitorial services as are necessary to maintain the Area and all related equipment and personal property in a clean, sanitary, orderly and neat fashion, free of all debris.

(e) Provide adequate security measures and personnel in and about the Area for the purpose of protecting the safety of all users of the Area.

(f) Provide adequate lighting, elevator, snow removal, and other services pertaining to the Area necessary and desirable for efficient operation thereof.

(g) Maintain businesslike relations with users of the Area.

(h) Take such affirmative steps as are necessary to (i) preserve the requisite number of parking spaces in the Parking Facility for the User's use, and (ii) prevent use of or entry onto the Area which is inconsistent with this Agreement.

ARTICLE VII.
ASSIGNMENT

7.01 Assignment. The User may not assign its interest in this Agreement, or any part thereof, except as follows:

(a) To any grantee of the Hotel Parcel or the Hotel or any interest therein or in any portion thereof;

(b) To any entity which leases, operates, holds legal title (or the beneficial interest in a land trust holding legal title) to all or any part of the Hotel Parcel or the Hotel; or

(c) To any person, corporation, partnership, joint venture or other entity controlled by, controlling, or under common control with the User or the Hotel. For the purposes hereof, the term "control" shall mean the power, either alone or in combination with other persons or entities, whether directly or indirectly, to direct the business, affairs, management and operations of any entity. No assignment or transfer may be made in violation of any Mortgage.

ARTICLE VIII.
INSURANCE

8.01 Required Insurance Coverage. The Village shall procure and keep in full force and effect during the entire Term of this Agreement such insurance as may be required to insure the Parking Facility, including the Area, against loss or damage by fire, lightning or other hazards or casualties commonly covered under broad form "Extended Coverage" insurance policies, with such insurance to be in the amount of the replacement cost of the Parking Facility above foundations.

8.02 Policies and Renewal. All policies of insurance required hereunder shall be effected under valid and enforceable policies issued by insurers licensed to do business in the State of Illinois. The User and Mortgagees shall be named as additional insureds on said policies, as their interests may appear. The Village shall furnish to the User certificates evidencing such coverage, and shall furnish evidence of renewals thereof within 30 days prior to the expiration of any then existing coverage. All certificates and policies shall state that such insurance may not be changed or cancelled without at least 30 days prior written notice to the User and Mortgagees.

8.03 The Village's Duty To Rebuild. In the event of any loss or damage to all or any portion of the Area (or means of access thereto) due to fire or other casualty, the Village shall expeditiously restore and rebuild all loss or damage to the Area (or means of access thereto) resulting from such fire or other casualty. The Parking Facility shall be so restored or rebuilt as to be of at least equal quality and substantially the same character as the Parking Facility was prior to such loss or damage. At the request of the User, if the Village owns or leases available vacant property in the vicinity of the Hotel, and to the extent practicable, the Village shall provide not less than 375 temporary parking spaces in a location and condition reasonably satisfactory to the User, provided that the User shall pay the cost of securing such additional parking and reasonable charges for the maintenance and operation of the temporary parking spaces.

ARTICLE IX.
EMINENT DOMAIN

9.01 Condemnation of the Parking Facility.

(a) If (A) all or substantially all of the Parking Facility shall be taken for public or quasi-public use by any public or quasi-public authority under the power of eminent domain, or (B) if (i) a material portion of the Area shall be taken or a portion of the Parking Facility shall be taken so as to materially interfere with the User's use of, access or ingress to, or egress from the Area, and (ii) the User elects to terminate this Agreement by notice to the Village on or before the date when possession of the part so taken shall be required by the condemnor (the "Condemnation Date"), this Agreement shall terminate on the Condemnation Date.

In such event, the User's Proportionate Share of the Costs shall be paid through the Condemnation Date with a proportionate refund by the Village of any Costs paid with respect to the period following the Condemnation Date, the User's Proportionate Share of the Costs to be adjusted pursuant to Section 2.02 hereof.

In the event of termination of this Agreement as aforesaid, the award of compensation shall be paid in accordance with applicable law.

(b) If a portion of the Area shall be taken, or if a portion of the Parking Facility shall be taken so as to materially interfere with the User's use of, access or ingress to, or egress from the Area, and if this Agreement is not terminated pursuant to Section 9.01(a) above, then the Village shall, to the extent necessary, promptly repair and reconstruct the Area and such parts of the Parking Facility as are necessary for the User's use of, access and ingress to, or egress from the Area immediately following such taking. The Village and the User shall, by mutual agreement, redesignate a portion of the Parking Facility containing 375 parking spaces located contiguous to the Hotel Parcel, and means of vehicular and pedestrian access and ingress to, and egress from said parking spaces as the relocated Area. The repaired or reconstructed Parking Facility shall be as nearly equivalent as possible in quality, appearance and design to the Parking Facility before such taking. The proceeds of any such taking attributable to the Area shall be applied first, if applicable, to the cost of such repair and reconstruction, and then shall be divided between the User and the Village according to applicable law. If any portion of the Area is taken and the User temporarily is deprived of the use of parking spaces

included in the Area, the User's Proportionate Share of the Costs shall be reduced for the period between the Condemnation Date and the date of completion of reconstruction in proportion to the number of parking spaces not reasonably available for use during said period.

9.02 Condemnation of the Hotel Parcel. If all or substantially all of the Hotel Parcel shall be taken for public or quasi-public use by any public or quasi-public authority under power of eminent domain, or if such portion of the Hotel Parcel shall be taken so as to render the continued operation of the Hotel Parcel as a hotel impracticable, then, at the option of the User, this Agreement shall terminate when possession of the part of the Hotel Parcel so taken shall be required by the condemnor (the "Hotel Condemnation Date") and the User's obligation to pay the User's Proportionate Share of the Costs shall terminate on the Hotel Condemnation Date. The User's Proportionate Share of the Costs shall be paid through the Hotel Condemnation Date with a proportionate refund by the Village of any amounts paid with respect to the period following the Hotel Condemnation Date, subject to adjustment pursuant to Section 2.02 hereof.

ARTICLE X.
DEFAULT BY THE USER

10.01 Events of Default. The occurrence of any one or more of the following shall be an "Event of Default" hereunder:

(a) If the User fails to pay any sum of money required of the User to be paid hereunder and such failure shall continue for a period of fifteen (15) days after written notice from the Village to the User; or

(b) If the User fails to observe or perform any of the other terms, conditions, covenants or agreements of this Agreement and such failure shall continue for a period of thirty (30) days after written notice thereof from the Village specifying such failure; provided, however, that if such failure cannot reasonably be cured within such thirty (30) day period, no Event of Default shall be deemed to exist so long as the User shall have commenced curing the same within such thirty (30) day period, and shall thereafter diligently and continuously prosecute the same to completion; or

(c) If the User shall apply for or consent to the appointment of a receiver, trustee or liquidator of the User or of a substantial part of the User's assets, or make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking reorganization, composition, adjustment, arrangement with creditors, liquidation or similar relief under any present statute, law or regulation, or file an answer admitting the allegations of a petition filed against it in any such proceeding; or

(d) If any order, judgment or decree shall be entered, without the application, approval or consent of the User by any court of competent jurisdiction approving a petition seeking reorganization, composition, adjustment, arrangement with creditors, liquidation or similar relief under any present or future statute, law or regulation with respect to the User, or appointment of a receiver, trustee or liquidator of the User, or of all or a substantial part of the User's assets, and such order, judgment or decree shall continue unstayed and in effect for ninety (90) days.

10.02 The Village's Remedies. Upon the occurrence of an Event of Default, the Village shall have the following rights and remedies, subject to the provisions of Article V hereof:

(a) The Village may, at its option, at any time thereafter, terminate this Agreement upon fifteen (15) days written notice to the User, and upon the date specified in such notice from the Village to the User this Agreement shall expire and terminate if such Event of Default remains uncured as of such date, and the Village may recover from the User the Village's damages caused by such termination together with all other sums payable to the Village hereunder, including reasonable attorneys' fees, costs and expenses.

(b) The Village may, at its option, but shall not be obligated to, take such action as appropriate to correct or remedy such default (including performing or causing to be performed any of the User's obligations hereunder) and all sums expended by the Village in doing so shall be payable from the User to the Village upon demand.

(c) In the event of any breach by the User of any of the covenants, agreements, terms or conditions contained in this Agreement, the Village shall, in addition to the rights and remedies provided hereunder, have the right to invoke any right or remedy allowed at law or in equity or by statute or otherwise.

ARTICLE XI.
DEFAULT BY THE VILLAGE

If the Village fails to observe or perform any of the terms, conditions, covenants or agreements in this Agreement and such failure shall continue for a period of forty-five (45) days after written notice thereof from the User to the Village specifying such failure (provided, however, that if such failure cannot reasonably be cured within such forty-five (45) day period, the User may not exercise any of the remedies specified below or otherwise available to the User so long as the Village shall have commenced curing the same within such forty-five (45) day period and shall thereafter diligently and continuously prosecute the same to completion, provided, further, that if an emergency condition exists threatening life or property or causing a material adverse disruption to the operation and use of the Area, a shorter notice and cure period, reasonable under the circumstances, shall control):

(a) The User, at its option, may, but shall not be obligated to, take such action as appropriate to correct or remedy such default (including entering onto the Property to perform or cause to be performed any of the Village's obligations hereunder) and all sums expended by the User in doing so may be deducted from any amount due the Village hereunder, the balance to be payable from the Village to the User upon demand.

(b) In the event of any breach by the Village of any of the covenants, agreements, terms or conditions contained in this Agreement, the User shall, in addition to the rights and remedies provided hereunder, have the right to invoke any right or remedy allowed at law or in equity or by statute or otherwise, including an

action for specific performance and/or setting off any amount due the Village hereunder.

ARTICLE XII.
INDEMNIFICATION

12.01 By the User. The User agrees to indemnify and hold harmless the Village and the Village's officers, agents and employees from and against all claims, actions, damages, liabilities, costs and expenses (including attorneys' fees and expenses) arising in connection with any breach, default or failure by the User under the provisions of this Agreement. The User further agrees to indemnify, hold harmless and defend the Village and the Village's officers, agents and employees from and against all claims, actions, damages, liabilities, costs and expenses (including attorneys' fees and expenses) for bodily injuries, including death, and property damage which result directly or indirectly from a negligent or intentional act or omission of the User or of an officer, agent or employee of the User occurring in connection with the use of the Area or the Parking Facility pursuant to this Agreement.

12.02 By the Village. The Village agrees to indemnify and hold harmless the User and the User's beneficiary, their respective officers, agents, employees and partners from and against all claims, actions, damages, liabilities, costs and expenses (including attorneys' fees and expenses) arising in connection with any breach, default or failure by the Village under the provisions of this Agreement. The Village further agrees to indemnify, hold harmless and defend the User and the User's beneficiary, their respective officers, agents, employees and partners from and against all claims, damages, liabilities, costs and expenses (including attorneys' fees and expenses) for bodily injuries, including death and property

damage which result directly or indirectly from a negligent or intentional act or omission of the Village or of an officer, agent or employee of the Village in connection with the Village's construction, operation and maintenance of the Parking Facility, including the Area.

ARTICLE XIII.
THE VILLAGE'S AND THE USER'S INTERESTS

13.01 Non Separability. It is the intention and agreement of the parties that the User's interest in this Agreement and all of the User's right to use the Parking Facility shall be non-separable and that any attempt to transfer or mortgage either shall be void and ineffective unless there shall be transfer or mortgage, as the case may be, of the User's interest in this Agreement and of all of the User's right to use the Parking Facility to the same party.

13.02 Title to Property. Notwithstanding the foregoing provisions of this Article XIII, the Village shall at all times be deemed the owner of the land constituting the Property and of the Parking Facility.

ARTICLE XIV.
MISCELLANEOUS

14.01 Termination of Use. Upon the expiration of the Term of this Agreement or termination of this Agreement prior to expiration, the User will at once terminate use of the Area. Any property of the User which the User shall fail or refuse to remove from the Area shall be conclusively presumed to have been abandoned by the User and title thereto shall thereupon pass to the Village without any costs to the Village.

14.02 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed to have been delivered upon personal delivery thereof or upon mailing by registered or certified United States mail, first class postage prepaid, addressed to the parties as follows:

If to the Village:	c/o	Village Clerk Village of Rosemont 9501 Devon Rosemont, Illinois 60018-9999
If to the User:	c/o	LaSalle National Trust, N.A., as Trustee under a Trust Agreement dated August 17, 1992 and known as Trust No. 117282 135 South LaSalle Street Chicago, Illinois 60690
If to Trust No. 109385-04:	c/o	American National Bank and Trust Co. of Chicago as Trustee under a Trust Agreement dated January 3, 1990 and known as Trust No. 109385-04, or its successor as Trustee of that trust 33 N. LaSalle Street Chicago, Illinois 60690

Either party shall have the right to change its address for notice upon written notice to the other party delivered as above provided.

14.03 Estoppel Certificates. The Village and the User agree that, from time to time upon not less than ten (10) days prior request, each will deliver to the other, or to any prospective permitted assignee or Mortgagee, a statement in writing certifying (a) that this Agreement is unmodified and in full force and effect (or if there have been modifications that this Agreement as modified is in full force and effect); (b) the dates to which the User's Proportionate Share of the Costs has been paid; and (c) that the User or the Village, as

appropriate, is, to the best knowledge of the party executing such statement, not in default under any provision of this Agreement, or, if in default, specifying the nature thereof; and (d) such other matters as are reasonably requested by the requesting party.

14.04 Non-Waiver. No waiver of any agreement or condition expressed in this Agreement shall be implied by any neglect to enforce any remedy on account of the violation of such agreement or condition, and no express waiver shall affect any agreement or condition other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

14.05 Binding Agreement. Subject to the provisions of Article VII above, this Agreement shall be binding upon and shall inure to the benefit of, the parties hereto and their respective successors.

14.06 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof, and no alteration, modification, amendment, cancellation or rescission hereof shall be effective unless contained in a written instrument signed by each of the parties hereto.

14.07 Caption and Section Headings. The caption and section headings used herein are for convenience and ease of reference only and do not constitute part of the agreement and understanding of the parties hereto, and no reference shall be made thereto for the purpose of construing or interpreting any of the provisions hereof.

14.08 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and each of which shall constitute one and the

same agreement, notwithstanding that all parties may not be signatory to the same counterpart.

14.09 No Joint Venture or Business Restrictions. Nothing herein contained shall be construed as establishing a joint venture, partnership, association, agency or other form of business relationship, or render the Village or the User liable for any of the debts or obligations, or for any act or omission, of the other.

14.10 Interest. All sums payable hereunder shall bear interest from the due date thereof (or, if applicable, date of demand therefor) until paid at a fluctuating rate of interest equal to the sum of (a) three percent (3%) per annum and (b) the "corporate base rate" (prime rate) per annum announced by The First National Bank of Chicago in effect from time to time, said rate of interest to change when and as said corporate base rate changes. All sums paid hereunder shall be applied first to interest due under this Section and the balance to any other sum payable under this Agreement.

14.11 Parking Space. Any reference to "parking space" herein shall mean a clearly striped parking space 9 feet in width and 18 feet in length or such other size as in the future shall be suitable (i) to provide adequate parking for users of the Hotel and (ii) comply with all applicable codes and ordinances.

14.12 Severability. If any court or any governmental authority declares all or any part of any provision of this Agreement to be unlawful or invalid, and such provision or part thereof does not include a major portion of the consideration received by either party with respect to this Agreement, such unlawfulness or invalidity shall not serve to invalidate any other provision of this Agreement, and in the event that only a portion of any provision is

so declared to be unlawful or invalid, such unlawfulness or invalidity shall not serve to invalidate the balance of such provision.

14.13 Governing Law. It is the intention of the parties that all questions with respect to the rights and liabilities of the parties shall be determined in accordance with the laws of the State of Illinois.

14.14 Gender, etc. As used herein, words indicating gender shall each imply the other gender or the neuter unless the context requires otherwise; as used herein, the word "including" shall mean including without limitation; all uses herein of the singular shall be deemed to apply to the plural and vice versa.

14.15 Authorizations. (a) This Agreement is executed by American National Bank and Trust Company of Chicago, a national banking association, not personally but as Trustee under a Trust Agreement dated January 3, 1990 and known as Trust No. 109385-04, in the exercise of the power conferred upon and vested in it as Trustee (and American National Bank and Trust Company of Chicago hereby warrants that it possesses full power and authority to execute this Agreement) and it is expressly understood and agreed that nothing contained in this Agreement shall be construed as creating any liability on American National Bank and Trust Company of Chicago personally to pay any amount payable pursuant to this Agreement or to perform any covenant express or implied in this Agreement, all such personal liability being expressly waived by the Village and by every person now or hereafter claiming any right pursuant to this Agreement, and that so far as American National Bank and Trust Company of Chicago is concerned, the owner of any indebtedness or liability accruing pursuant to this Agreement shall look solely to the trust

estate for the satisfaction of any indebtedness or liability; provided, further, that no duty shall rest upon American National Bank and Trust Company of Chicago, either personally or as such Trustee, to sequester trust assets, avails or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligation, express or implied, whether asserted as contract, tort liability or otherwise, arising under the terms of this Agreement, except where said Trustee is acting pursuant to direction as provided by the terms of said trust, and after said Trustee has first been supplied with the funds required for that purpose.

(b) This Agreement is executed by LaSalle National Trust, N.A. a national banking association, not personally but as Trustee under a Trust Agreement dated August 17, 1992 and known as Trust No. 117282, in the exercise of the power conferred upon and vested in it as Trustee (and LaSalle National Trust N.A. hereby warrants that it possesses full power and authority to execute this Agreement) and it is expressly understood and agreed that nothing contained in this Agreement shall be construed as creating any liability on LaSalle National Trust personally to pay any amount payable pursuant to this Agreement or to perform any covenant express or implied in this Agreement, all such personal liability being expressly waived by the Village and by every person now or hereafter claiming any right pursuant to this Agreement, and that so far as LaSalle National Trust N.A. is concerned, the owner of any indebtedness or liability accruing pursuant to this Agreement shall look solely to the trust estate for the satisfaction of any indebtedness or liability; provided, further, that no duty shall rest upon LaSalle National Trust, N.A. either personally or as such Trustee, to sequester trust assets, avails or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligation, express or implied, whether asserted as

violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the descendants of the now incumbent President of the United States, who are living on the date hereof.

14.17 Time of the Essence. Time is of the essence of all provisions hereof.

EXECUTED as of the date first above written.

THE VILLAGE: VILLAGE OF ROSEMONT

By: _____

Its: _____

Attest: _____

Its: _____

THE USER: LASALLE NATIONAL TRUST, N.A., as Trustee under a Trust Agreement dated August 17, 1992 and known as Trust No. 117282 and not personally

By: _____

Its: SR. VICE PRESIDENT

Attest: _____

Its: ASSISTANT SECRETARY

92618003

TRUST NO. 109385-04 AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under a Trust Agreement dated December 3, 1990 and known as Trust No. 109385-04

By: _____

Its: 2ND VP

Attest: _____

Its: ASST

violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the descendants of the now incumbent President of the United States, who are living on the date hereof.

14.17 Time of the Essence. Time is of the essence of all provisions hereof.

EXECUTED as of the date first above written.

THE VILLAGE:

VILLAGE OF ROSEMONT

By: X _____
Its: President

Attest: Sharon Pepper
Its: Clerk

THE USER:

LASALLE NATIONAL TRUST, N.A., as Trustee under a Trust Agreement dated August 17, 1992 and known as Trust No. 117282

By: _____
Its: _____

Attest: _____
Its: _____

TRUST NO. 109385-04:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under a Trust Agreement dated December 3, 1990 and known as Trust No. 109385-04

By: _____
Its: _____

Attest: _____
Its: _____

EXHIBIT A

THAT PART OF LOT 1 IN ROSEMONT-WILLIAM STREET ADDITION, BEING A SUBDIVISION OF PART OF LOT 2 IN HENRY HACHMEISTER'S DIVISION IN THE NORTH WEST 1/4 OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 1, 249.83 FEET EAST OF THE NORTH WEST CORNER OF SAID LOT 1, EXCLUDING THE WEST 307.5 FEET OF THE FOREGOING DESCRIBED TRACT, IN COOK COUNTY, ILLINOIS.

92618003

EXHIBIT B

THE WEST 307.5 FEET OF THAT PART OF LOT 1 IN ROSEMONT-WILLIAM STREET ADDITION, BEING A SUBDIVISION OF PART OF LOT 2 IN HENRY HACHMEISTER'S DIVISION IN THE NORTH WEST 1/4 OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 1, 249.83 FEET EAST OF THE NORTH WEST CORNER OF SAID LOT 1, IN COOK COUNTY, ILLINOIS.

92618003

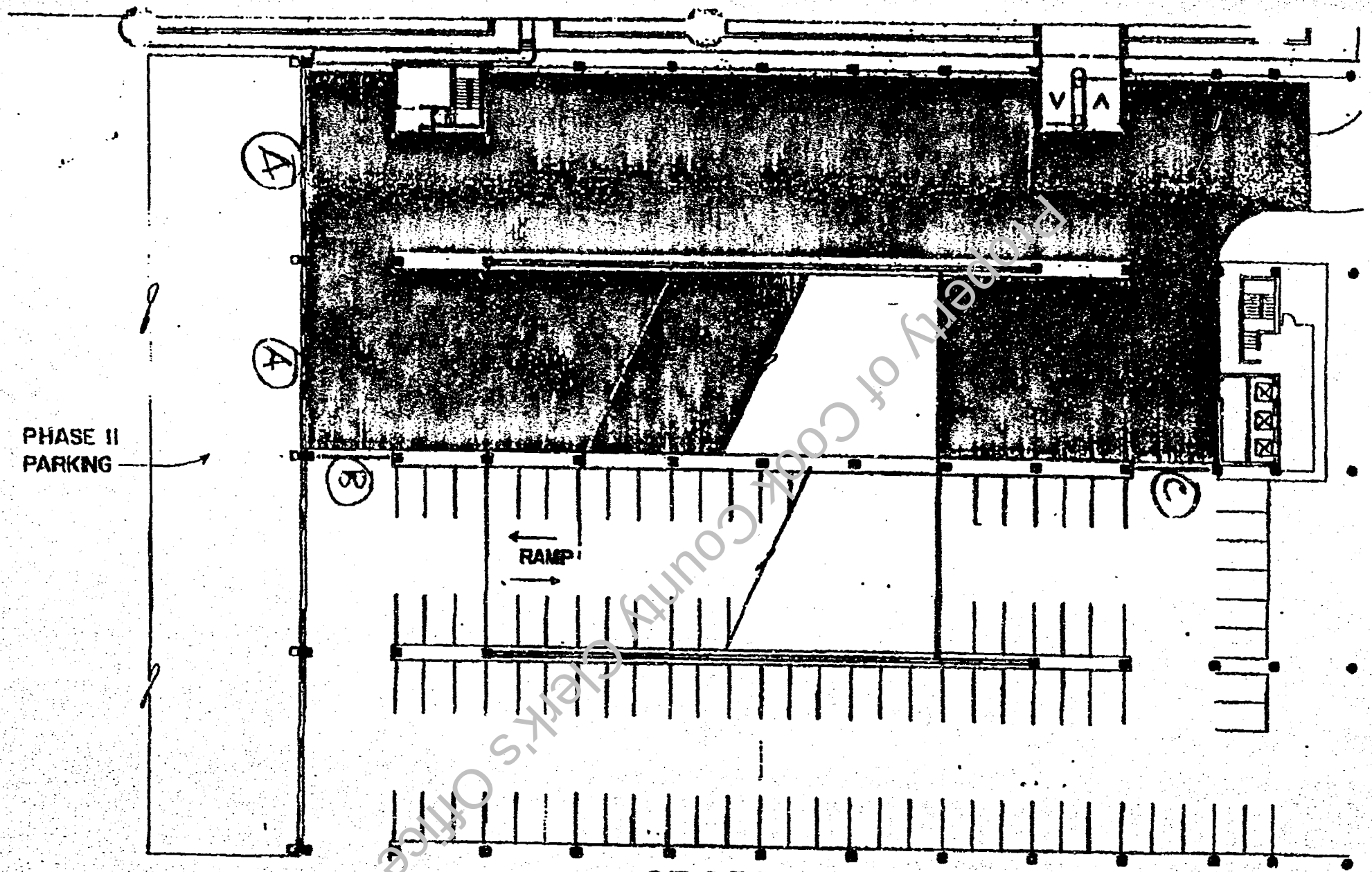
EXHIBIT C

THAT PART OF LOT 1 IN ROSEMONT-WILLIAM STREET ADDITION BEING A SUBDIVISION OF PART OF LOT 2 IN HENRY HACHMEISTER'S DIVISION IN THE NORTH WEST 1/4 OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A LINE AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 1, 249.83 FEET EAST OF THE NORTH WEST CORNER OF SAID LOT 1, IN COOK COUNTY, ILLINOIS.

ALSO:
THAT PART OF LOT 2 IN ROSEMONT-WILLIAM STREET ADDITION BEING A SUBDIVISION OF PART OF LOT 2 IN HENRY HACHMEISTER'S DIVISION IN THE NORTH WEST 1/4 OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE DRAWN OVER A POINT ON THE WEST LINE OF SAID LOT, 53.65 FEET SOUTH OF THE NORTH WEST CORNER OF SAID LOT TO THE NORTH EAST CORNER OF SAID LOT IN COOK COUNTY, ILLINOIS.

EXHIBIT D

Parking spaces designated by the Village of Rosemont as the "Area" are the unshaded spaces on the attached drawing of the Parking Facility.

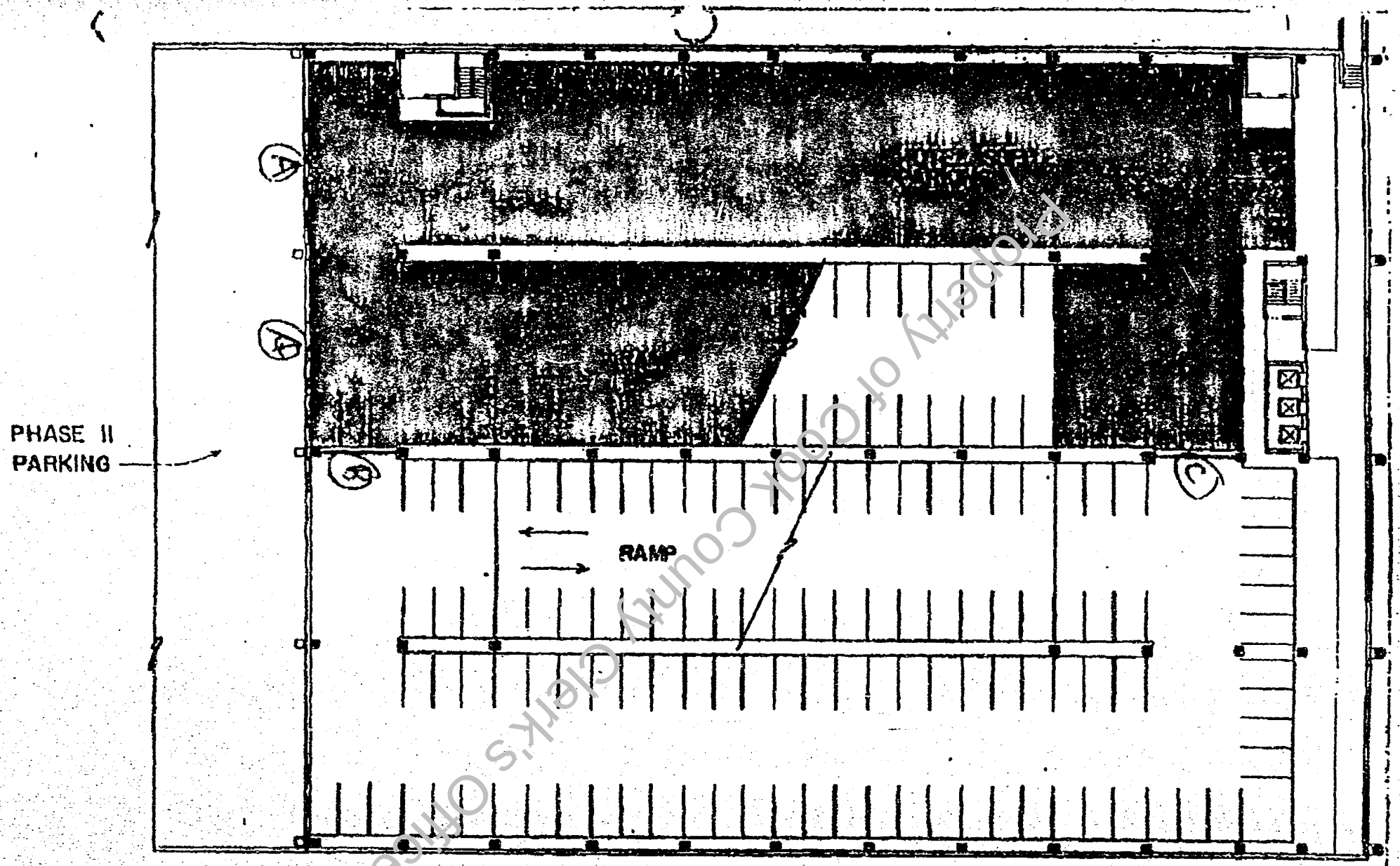


GRADE LEVEL PLAN

GRADE LEVEL PARKING SPACES	75
PARKING SPACES ON RAMP FROM G TO I = 36	
TOTAL	111

73

92618003

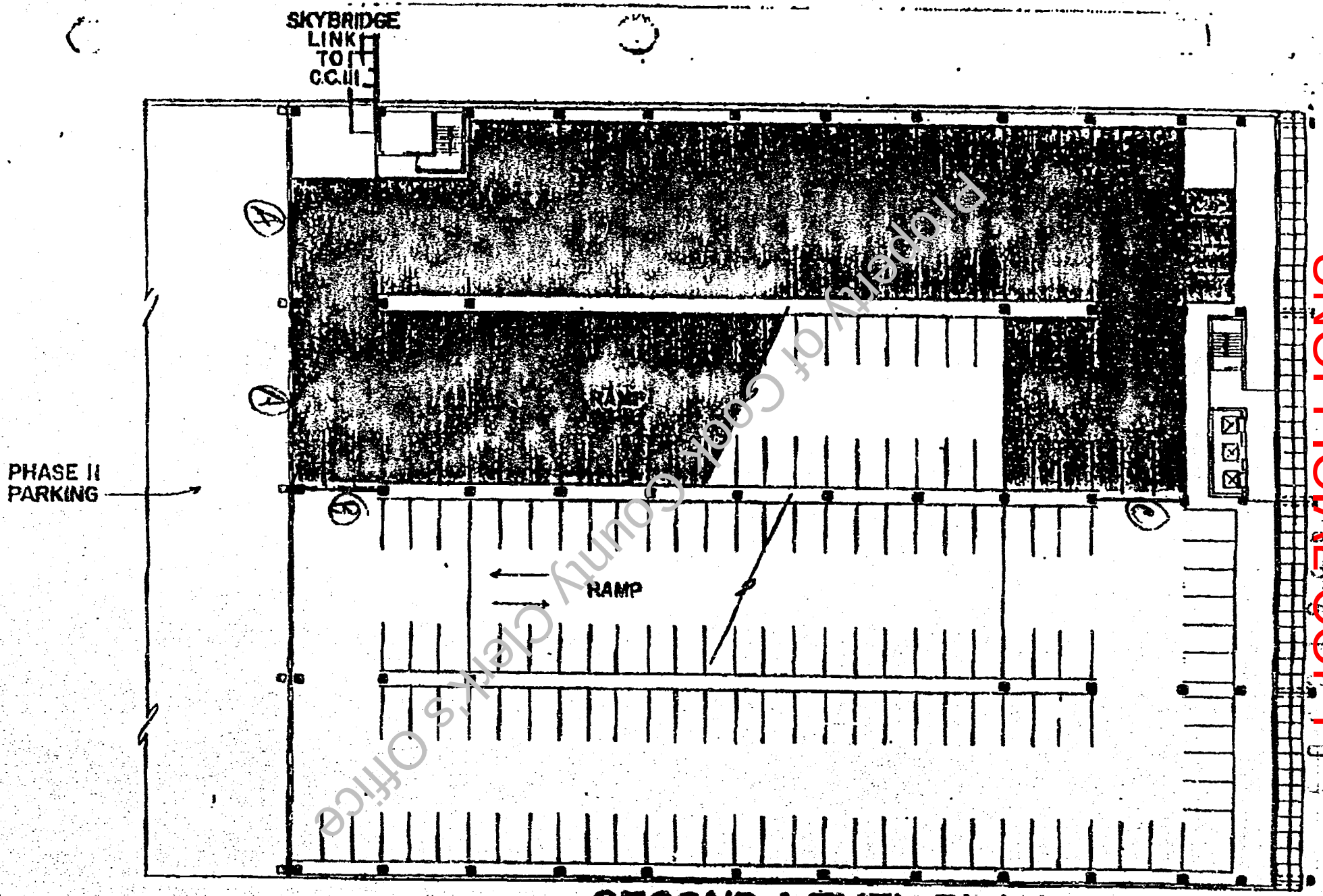


FIRST LEVEL PLAN

FIRST LEVEL PARKING SPACES	73
PARKING SPACES ON RAMP FROM 1 TO 2 = 36	
TOTAL	109

112

92618003

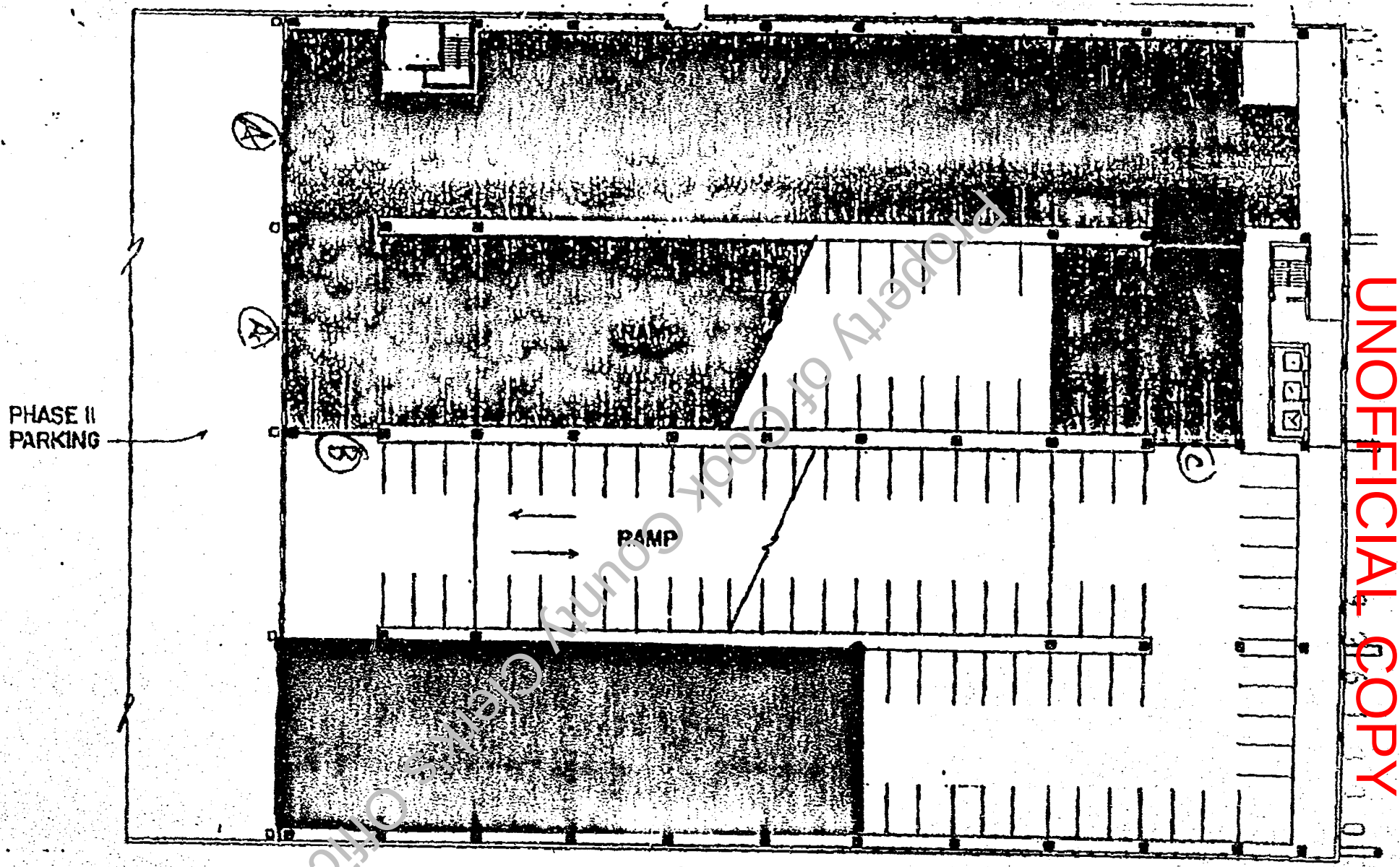


SECOND LEVEL PLAN

SECOND LEVEL PARKING SPACES 70

PARKING SPACES ON RAMP FROM 2 TO 3 = 36

92618003



THIRD LEVEL PLAN

THIRD LEVEL PARKING SPACES	73
PARKING SPACES ON RAMP FROM 3 TO 4 =	36
TOTAL	109

92615603

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Donald E. Stephens, personally known to me to be the Mayor of the VILLAGE OF ROSEMONT and Sharon A. Pappas, personally known to me to be the Village Clerk of said Village, and personally known to me to be the same persons whose names are subscribed to the foregoing Agreement for Use and Operation of Parking Facility dated August 17, 1992, appeared before me this day in person and severally acknowledged that as such Mayor and Village Clerk they signed and delivered that instrument as Mayor and Village Clerk of said Village, and caused the seal of said Village to the affixed thereto, pursuant to authority, as their free and voluntary act, and as the free and voluntary act and deed of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 17th day of August, 1992.

Anne M. Schrieffer
Notary Public

My Commission Expires:

5-12-96

"OFFICIAL SEAL"
ANNE M. SCHRIEFFER
Notary Public, State of Illinois
My Commission Expires May 12, 1996

92618003

COUNTY OF COOK) SS.
)

I, HARRIET DENISEWICZ, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOSEPH F. LANG, SR. VICE PRESIDENT of LaSalle National Trust, N.A. a national banking association, and Rosemary Colling ~~and~~ ASSISTANT SECRETARY, of said association, who are personally known to me to be the same persons whose names are subscribed to the foregoing Agreement to Use and Operation of Parking Facility dated August 17, 1992 as such SR. VICE PRESIDENT and ASSISTANT SECRETARY respectively, appeared before me this day in person and acknowledged that they signed and delivered that instrument as their own free and voluntary act and as the free and voluntary act of said Association, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said ASSISTANT SECRETARY then and there acknowledged that (s)he, as custodian of the corporate seal of said Association, did affix the corporate seal of said Association to that instrument as his own free and voluntary act and as the free and voluntary act of said Association, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17th day of August, 1992.

Harriet Denisewicz
Notary Public

My Commission Expires:

_____

"OFFICIAL SEAL"
Harriet Denisewicz
Notary Public, State of Illinois
My Commission Expires Oct. 30, 1995

92618003

92618003

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, L. M. SOVIENSKI, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that [illegible], [illegible] Vice President of Amercian National Bank and Trust Company, a national banking association, and KEITH E. CRAVEN and ASSISTANT SECRETARY, of said association, who are personally known to me to be the same persons whose names are subscribed to the foregoing Agreement to Use and Operation of Parking Facility dated August 17, 1992 as such [illegible] and [illegible] respectively, appeared before me this day in person and acknowledged that they signed and delivered that instrument as their own free and voluntary act and as the free and voluntary act of said Association, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said [illegible] then and there acknowledged that (s)he, as custodian of the corporate seal of said Association, did affix the corporate seal of said Association to that instrument as ___ own free and voluntary act and as the free and voluntary act of said Association, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ~~17~~ 19th day of August, 1992.

L. M. Sovienski
Notary Public

My Commission Expires:

_____

"OFFICIAL SEAL"
L.M. SOVIENSKI
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 06/27/96