Recording requested by, and when recorded return to:

92214094

KECK, MAHIN & CATE 8300 Sears Tower 233 South Wacker Drive Chicago, Illinois 60606-6589 Attention: Jeffrey A. Usow, Esq.

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AGREEMENT OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AND SECURITY AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of the day of for 1992, by and among KEMPER SECURITIES GROUP, INC., a Delagare corporation having an address at 333 West Wacker Drive, Chicago. Illinois 60606 (the "Lessee"), 77 WEST WACKER LIMITED PARTNEYSHIP, an Illinois limited partnership (the "Lessor"), and KEMPER INVESTORS LIFE INSURANCE COMPANY and FEDERAL KEMPER LIFE ASSURANCE COMPANY, each an Illinois insurance corporation (the "Kemper Lenders"), having an address c/o Kemper Financial Services, Inc. 120 South LaSalle Street, Chicago, Illinois 60603, Attention: Real Estate Investment Group.

WITNESSETH:

WHEREAS, under a certain Lease dated as of FORCOMY 3, 1992 (hereinafter referred to as the "Lease"), the Lessor did lease, let and demise a portion (hereinafter called the "Premises") of the Property (as hereinafter defined), to described in the Lease to Lessee for the period of time (the "Term") and upon the covenants, terms and conditions therein scated, a Memorandum of Lease with respect to which has been recorded in the Official Records of the Recorder of Deeds of Cook County, Illinois as Document No. _______; and

WHEREAS, the Lessor has entered into a Building Loan Agreement, dated March 14, 1991 (the "Building Loan Agreement"), with the financial institutions named therein (the "Co-Agents"), pursuant to which the Co-Agents are providing financing (the "Co-Agent Loan") for the property described on Exhibit A hereto (the "Property"), and the Premises is located on said Property (the building and all parking and other amenities built or to be built in connection therewith being hereinafter collectively called the "Project"); and

WHEREAS, in connection with the Project, the Kemper Lenders have made certain loans and other financial accommodations to or for the benefit of the Lessor (collectively, the "Kemper Loans"), which Kemper Loans are secured by, among other things, (i) a

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Mortgage, Security Agreement, Assignment of Leases, Rents and Profits, Financing Statement and Fixture Filing, and (ii) a Subordinate Mortgage, Security Agreement, Assignment of Leases, Rents and Profits, Financing Statement and Fixture Filing, each encumbering the Property, dated as of March 14, 1991 and recorded in the official records of the Recorder of Deeds of Cook County, Illinois as Document Nos. 91125466 and 91125469, respectively (such Mortgages being individually and collectively referred to herein in the singular as the "Mortgage"); and

WHEREAS, the parties hereto desire to subordinate the Lease to the lien of the Mortgage on the Property, and provided that there does not exist an uncured default on the part of the Lessee under the Lease, notice for which has been given and the grace period for which has expired (an "Event of Default") to confirm that the Lessee shall enjoy quiet and peaceful possession of the Premises for the Term and any extension or renewals thereof.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, agreements and demises herein contained, and in consideration of other good and valuable consideration, each to the other, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree, covenant and warrant as follows:

- 1. The Kemper Lenders and Lessee do hereby covenant and agree that the Lease and any modifications and amendments subsequently entered into by Lessor and Lessee and approved by the Kemper Lenders (as said approval may be required pursuant to the terms of the Mortgage) or any amendment or modification entered into by Lessor and Lessee and for which the Co-Agents' approval is not required under the Mortgage (collectively, the "Approved Amendments") and all rights, options, liens or charges created thereby are hereby made and shall continue to be subject and subordinate in all respects to the Mortgage and the lien created thereby, to any advancements made therounder, to any consolidations, extensions, modifications or rerewals thereof, subject to and on the terms and conditions stated in this Notwithstanding anything to the contrary contained herein, prior to any amendment or modification to the Lease, Lessor shall deliver to the Kemper Lenders a copy of such amendment or Except for those amendments or modifications modification. expressly required by the terms of the Lease or for which the Kemper Lenders' consent is not required, the Kemper Lenders shall respond within ten (10) business days of the Kemper Lenders' receipt of the amendment or modification, approving or disapproving such documents; provided, however, that in the event the Kemper Lenders shall fail to respond within such ten (10) business day period, such document shall be deemed an Approved Amendment.
- 2. So long as there does not then exist an Event of Default on the part of Lessee under said Lesse or any Approved Amendment,

the Kemper Lenders hereby covenant that (i) they will not name Lessee as defendant in any action for foreclosure of the Mortgage, except to the extent required by law, and (ii) in the event they (and for the purposes of this Paragraph 2, the term "Kemper Lenders" shall include anyone claiming by, through or under the Kemper Lenders, including without limitation, any participants in the Kemper Loans or purchasing or acquiring title, through foreclosure or otherwise, as a result of the exercise of the Kemper Lenders' rights or remedies under the Mortgage or other loan documents) obtain title to the Property, that the Kemper Lenders shall not terminate, bar, cut-off or otherwise disturb the tenancy of Lessee or its right to possession of the Premises and the full and urrestricted enjoyment of the benefits and other rights, privileges and benefits granted to Lessee under the Lease and the Approved Amendments, and the Lease and all Approved Amendments shall continue in full force and effect in accordance with their terms, and the Kemper Landers shall recognize the Lease and any Approved Amendment and the Lessee's rights and privileges thereunder, and shall thereby establish direct privity of estate and contract between the Kemper Lenders and Lessee with the same force and effect and with the same relative priority in time and right as though the Lease and all Approved Amendments were directly made from the Co-Agents in favor of Lessee. If by law the Kemper Lenders are required to name Lessee as a party to any action to foreclose the Mortgage or otherwise enforce their rights or realize upon the security under the other loan documents, and such action results in the termination or material modification of this Agreement as a matter of law, and provided further that no Event of Default on the part of Lessee exists under the Lease at the time of such action, upon request of Lessee, the Kemper Lenders and Lessee shall enter into such confirmatory agreements as may be necessary in order to preserve the understandings contained herein.

- 3. Lessee agrees to give the Kemper Lenders, by registered or certified mail, return receipt requested, a copy of any notice of default served upon Lessor. Lessee further agrees that if Lessor shall have failed to cure any such default within the time period provided for in the Lease, which failure to cure would give Tenant the right to terminate the Lease or offset amounts due under the Lease, then the Kemper Lenders shall be entitled to have such time as is reasonably necessary to cure such default which period of time (i) shall in no event exceed, and shall be concurrent with the period allowed Lessor in the event of a termination pursuant to Sections 11 and 14 of the Lease; or (ii) shall in no event exceed thirty (30) days in addition to the period of time provided to Lessor in all other cases.
- 4. In the event the interests of Lessor under the Lease shall be transferred to the Kemper Lenders by reason of foreclosure, deed in lieu of foreclosure or otherwise, and provided that the Kemper Lenders deliver evidence reasonably satisfactory to Lessee of such event, and the Kemper Lenders comply with the terms of Paragraph 2

hereof, Lessee hereby covenants and agrees to make full and complete attornment to the Kemper Lenders as substitute lessor upon the same terms, covenants and conditions as provided in the Lease, so as to establish direct privity of estate and contract between the Kemper Lenders and Lessee with the same force and effect and relative priority in time and right as though the Lease and any Approved Amendment, were originally made directly between the Kemper Lenders and Lessee. Lessee shall thereafter make all payments directly to the Kemper Lenders and shall waive as against the Kemper Lenders only any defaults of Lessor (whether curable or non-curable) that occurred prior to the Kemper Lenders gaining right of possession to the Premises and becoming substitute lessor. Lessee valves all joinder and/or service of any and all foreclosure actions by the Kemper Lenders under the Mortgage upon the Property, and of any actions at law by the Kemper Lenders to gain possession of the Property unless Lessee is named in any such action. shall not be rucessary, except as required by law, for the Komper Lenders to name lessee as a party to enforce its rights under the Mortgage, or any other instrument collateralizing the Kemper Loans, or to prosecute any action at law to gain possession of the Property and, unless required by law, the Kemper Lenders agree not to name Lessee in any such proceeding. If the interests of the Lessor under the Lease shall be transferred by reason of foreclosure of the Mortgage, deed in lieu of foreclosure or otherwise, to any party other than the Kemper Lenders (hereinafter referred to as a "Transferee"), then Lessee hereby covenants and agrees to make full and complete attornment to such Transferee as substitute lessor, upon the same terms and conditions as provided for herein in the case of attornment to the Kemper Lenders, provided such Transferee complies with the terms of Paragraph 2 hereof.

- 5. The provisions of this Agreement shall be real covenants running with the Property and shall be binding upon and inure to the benefit of the respective parties hereto and their respective heirs, executors, administrators, beneficiaries, successors and assigns, including without limitation any person who shall obtain, directly or by assignment or conveyance, (a) any interest in the Mortgage; (b) any certificate of purchase following forcelosure of the Mortgage; (c) any certificate of redemption following such foreclosure; or (d) any interest in the Premises, whether through foreclosure or otherwise.
- 6. Notwithstanding anything contained herein to the contrary, or anything to the contrary in the aforesaid Lease or in any modifications or amendments thereto, Lessee hereby covenants and agrees that the Kemper Lenders and their respective assignees shall not be:

- (a) Liable for any act or emission of Lassor, including, without limitation, any delay in opening the Project or the Premises for occupancy and any delay in completing construction of the Premises or the Project.
- (b) Required or obligated to credit Lessee with any rent or additional rent for any rent that Lessee might have paid Lessor more than one month in advance, other than any overpayments of estimated monthly payments, as provided for in the Lease, unless the Kemper Lenders shall have approved such prepayment in writing.
- (c) Bound by any amendments or modifications of the Lease (other than an Approved Amendment) made without the Kemper Lenders' consent, other than exercise of rights, options or elections contained in the Lease, including without limitation options to extend the term of the Lease.
- (d) Pequired or obligated to open the Premises for initial occupancy by Lessee or the Project for initial occupancy by terants generally, or to complete construction of the Project or the Premises, or to undertake any other obligation that lessor may have with respect to construction or opening of the Iramises for initial occupancy by Lessee or of the Project for Inicial occupancy by tenants generally; provided, however, that if the Kemper Lenders or their nominee or designee acquire title to and possession of the Project, the Kemper Lenders will, within 30 days of acquiring such title and possession, noticy Lessee in writing whether they elect to complete construction of the Premises. If the Kemper Lenders elect not to complete the Premises then the Lease shall terminate. If the Kemper Lenders elect to complete construction of the Premises then (1) the Premises shall be completed within 8 months of the date on which the Kemper Lenders, or their nominee or designee, acquired title to and possession of the Project or Lessee may turminate the Lease, and (ii) such completion shall be in accordance with, and Kemper Lenders shall complete the construction of the Work as defined in, Exhibit A of the Lease.
- (e) Personally liable to pay any amounts hereunder or in connection with the Lease, it being expressly acknowledged by Lessee that any amounts otherwise owing by the Kemper Lenders or any assignees shall be collectible only out of their respective interests in the Property and all such personal liability is hereby expressly and irrevocably waived and released by Lessee.
- 7. Lessee covenants and agrees as follows for the benefit and reliance of the Kemper Lenders:

- (a) That it shall not, without the express written consent of the Kemper Lenders:
 - (i) Cancel, terminate or surrender the Lease, except as provided therein or in any Approved Amendment or hereafter consented to by the Kemper Lenders, and then only after the Kemper Lenders have failed to cure such default as provided in Paragraph 3 hereof;
 - (ii) After the date hereof, enter into any agreement with Lessor, its successors or assigns, that grants any concession to Tenant with respect to the Lease or that reduces the rent called for thereunder.
- (b) Except to the extent prohibited by law or legal proceedings, to make rental payments to the Kemper Lenders or an agent or other party designated by the Kemper Lenders upon written demand by the Kemper Lenders stating that an Event of Default, as defined in the Mortgage, has occurred, and directing Lessee to so make rental payments. Lessor acknowledges and agrees that Lessee is irrevocably authorized to rely upon and to comply with (and shall be fully protected in doing so) any notice by Kemper Lenders for the payment of any rental or other come which may be or thereafter become due under the Lease, or for the performance of any of Lessee's undertakings under the Lease and shall have no right or duty to inquire as to whether an Event of Default has actually occurred under the Mortgage or is then existing.
- (c) That neither this Agreement nor anything to the contrary in the aforesaid Lease of in any Approved Amendment shall, prior to the Kemper Lenders' acquisition of Lessor's interest in and possession of the Property, and if later, the completion of construction of the Project and the Premises and opening thereof for occupancy by tenants generally and by Lessee, respectively: operate to give rise to or create any responsibility or liability for the control Care, management or repair of the Premises upon the Kemper Lenders, or impose responsibility for the carrying out by the Kemper Lenders of any of the covenants, terms and conditions of the lease or of any Approved Amendment; unless Kemper Lenders elect to complete the building, in which case the provisions of 6(d) hereof shall control, nor shall said Paragraph instruments operate to make the Kemper Lenders responsible or liable for any waste committed on the Premises by any party whatsoever, or for dangerous or defective conditions of the Premises, or for any negligence in the management, upkeep, repair or control of said Premises resulting in loss, injury or death to any Lessee, licensee, invitee, guest, employee, agent or stranger. Notwithstanding anything to the contrary in the Lease, but subject to the limitation in Section 6(e) of this Agreement, the Kemper Lenders, their successors and

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assigns or a purchaser under the terms of the Mortgage, shall be responsible for performance of those covenants and obligations of the Lease accruing on and after the Kemper Lenders' acquisition of Lessor's interest in and possession of the Property and if later, the completion of construction of the Project and the Premises and opening thereof for occupancy by tenants generally and by Lessee, respectively; unless the Kemper Lenders, their successors and assigns or purchaser under the terms of the Mortgage elect to complete the Project, in which case the provisions of Paragraph 6(d) hereof shall control, provided that Tenant has not exercised its right to terminate the Lease as provided in Section 6(d).

- (d) That in the event the Kemper Lenders gain title to the Property and become substitute lessor, it is agreed that the Kemper Lenders may assign their interest as substitute lessor victout notice to, the consent of, or assumption by the Kemper Lenders of any liability to, any other party hereto.
- (e) That it will deliver to the Kemper Lenders, within ten (10) business days of request therefor, the estoppel certificates required to be delivered, while the Mortgage is of record, pursuant to Section 18 of the Lease.
- (f) That it will pay directly to the Kemper Lenders, the cancellation fee (the "Fee") to be paid in connection with the early termination of the Lease pursuant to Section 35 of the Lease, if the Kemper Loans are outstanding at the time the Fee is paid. Lessee acknowledges that the Fee is being collaterally assigned to the Kemper Lenders as security for the Kemper Loans.
- 8. Any notices to Lessee, Lessor or the Kemper Lenders hereunder shall be effective on the third business day after mailing to such party by certified mail, postage prepaid, return receipt requested, addressed as follows:

Lessee, prior to occupancy of the Premises:

Kemper Securities Group, Inc. 333 West Wacker Drive Chicago, Illinois 60606 Attention: Facilities Group

Lessee, after occupancy of the Premises:

Kemper Securities Group, Inc. 77 West Wacker Drive Chicago, Illinois 60601 Attention: Facilities Group

the Kemper Lenders:

c/o Kemper Financial Services, Inc.
120 South LaSalle Street
Chicago, Illinois 60603
Attention: Real Estate Investment Group

with a copy to:

Keck, Mahin & Cate 8300 Sears Tower 233 South Wacker Drive Chicago, Illinois 60606-6589 Attention: Laurance P. Nathan, Esq.

Lesscc:

77 West Wacker Limited Partnership c/o The Prime Group, Inc. 35 West Wacker Drive 36th Floor Chicago, Illinois 60601 Attention: Michael W. Reschke, President

or as to each party to s ich other address as the party may designate by a notice given in accordance with the requirements contained in this Paragraph 8.

- 9. This Agreement contains the entire agreement between the parties hereto. No variations, modifications or changes herein or hereof shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party.
- 10. This instrument may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties hereto had signed the same document. All of such counterparts shall be construed together and shall constitute one instrument, but in making proof, it shall only be necessary to produce one such fully executed counterpart.
- 11. Whenever used herein, the singular number shall include the plural and the singular, and the use of any gender shall include all genders. The words "Kemper Lenders", "Lessor" and "Lessee" shall include their heirs, executors, administrators, beneficiaries, successors and assigns.
- 12. Lessor hereby acknowledges and agrees that the Fee is subject to the liens and security interests granted to Kemper Lenders pursuant to the Mortgage and the other documents securing the Kemper Loans. Lessor hereby directs Lessee to pay the Fee directly to the Kemper Lenders and hereby pledges, collaterally assigns and grants to the Kemper Lenders, a lien and security

interest in the Fee upon receipt of the Fee by the Kemper Lenders. Lessee further agrees to execute such security and pledge agreements and financing statements, if any, as the Kemper Lenders may reasonably request to evidence the grant of such security interest. If the Fee is paid to the Agent (as such term is defined hereinafter) pursuant to the Senior Subordination (as such term is defined hereinafter), and the Co-Agent Loan is paid in full, Lessor will direct the Agent to pay any portion of the Fee in the possession or control of the Agent to the Kemper Lenders, if the Kemper Loans are then outstanding.

Anything in this Agreement to the 13. notwithstanding, to the extent of any conflict between the terms of this Agraement and the terms of that certain Agreement of Subordination, Non-Disturbance and Attornment and Security Agreement of even date herewith ("Senior Subordination"), among Lessor and Bank of Montreal, Chicago Branch, administrative agent ("Agent") for the Co-Agents under the Building Loan Agreement, the Senior Subordination shall control. limiting the generality of the foregoing, the Kemper Lenders hereby acknowledge and agree that the security interest in the Fee granted to the Kemper Lenders harounder shall be subject and subordinate in all respects to the security interest in the Fee granted to the Agent pursuant to the Senior Subordination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered in their respective names and in their behalf; and if a corporation, by its officers duly authorized, as of the date first noted above.

LESSEE:

KEMPER SECURITIES GROUP, INC., a Delaware corporation

By: Title: CFC

[Signatures continued on following page,]

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KEMPER LENDERS:

KEMPER INVESTORS LIFE INSURANCE COMPANY, an Illinois insurance corporation

By: HE Greathy
Title:

By: (wb

FEDERAL KEMPER LIFE ASSURANCE COMPANY, an Illinois insurance corporation

By: HE Frenthu
Title:

By: Cuto
Title:

LESSOR:

DOOP OF CO

77 WEST WACKER LIMITED PARTNERSHIP, an Illinois limited partnership

By: THE PRIME GROUP, INC., an Illinois corporation, its Managing General Partner

By: Michael W. Reichhe Title President

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STATE OF ILLINOIS)
COUNTY OF COOK) SS.:)
who being by me duly and Investors Life Insurance corporation, and that the wri	ting was signed by them in behalf of
the corporation, by its autho	rity duly given.
	official seal the day and year first
above written.	
TERRIA. BOIN MA NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 12/2//95	Serre a Bonnema Notary Public
STATE OF ILLINOIS	<u> </u>
COUNTY OF COOK	55:
This, 30 day, of	and organization 1992, personally came
before me 19 GIJCHHULY	
who being by me duly and No	sworn, say that they are the
Kemper Life Assurance Company	, an Illinois insucence corporation, signed by them in behalf of the
corporation, by its authority	duly given.
WITNESS my hand and above written.	official seal the day and year first
y	Serri a Bonnema
} " OFFICIAL SEAL " {	Notary Public

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" OFFICIAL SEAL "
TERRI A. BONNEMA.
NOTARY PUBLIC. STATE OF ILLINO'S
MY COMMISSION EXPIRES 12/29/815

STATE OF ILLINOIS)	ss.:
COUNTY OF COOK)	

This 3rd day of February, 1992, personally came before me Stanley R. Falls, who being by me duly sworn, says that he/see is the CFO of Kemper Securities Group, Inc., a Delaware corporation, and that the writing was signed by him/her in behalf of the corporation, by its authority duly given. And the said CFO acknowledged the writing to be the act and deed of the corporation.

WITNESS my hand and official seal the day and year first above written.

Notary Public

"OFFICIAL SEAL"
ANNETTE BURTIN
ANNETTE BURTIN
NOTARY PUBLIC. STATE OF ILLING'S
NOTARY Commission Expires Jan. 24, 1933
My Commission Expires Jan. 24, 1933

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STATE OF ILLINOIS))) ss.
county of cook D. Page)	55.

This Job day of Finally, 1992, personally came before me Wichgel W. Poschie, who, being by me duly sworn, says that he/she is President of The Prime Group, Inc., an Illinois corporation, and that the foregoing instrument was signed by him on behalf of the corporation as the managing general partner in 77 West Wacker Limited Partnership by its authority duly given. And the said President acknowledged the writing to be the act and deed of the corporation as the managing general partner in 77 West Wacker Limited Partnership.

WITNESS my hand and official seal the day and year first above written.

Notary Public

Notary Public, State of hit of My Commission Expires Nov. 8, 1

92214199

Clart's Office

EXHIBIT A

77 WEST PARCEL

LEGAL DESCRIPTION

PARCEL 1:

LOT 3 (EXCEPT THE EAST 20.50 FEET THEREOF) TOGETHER WITH THE NORTH 1.00 FOOT OF THE ORIGINAL 18.00 FOOT ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOT 3, IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK

AND

LOTS 1 TO 9, BOTH INCLUSIVE, IN THE SUBDIVISION OF

OT 4 TOGETHER WITH THE NORTH 1.50 FEET OF THE

FOOT ALLEY LYING SOUTH OF AND

CAID SUBDIVISION OF LOT 4, IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE WEST 1/2 OF NORTH GARVEY COURT (SAID NORTH GARVEY COURT BEING THE WEST 1/2 OF LOT 2, AND THE EAST 20.50 FEET OF LOT 3, TOGETHER WITH THE NORTH 1.00 FOOT OF THE ORIGINAL 18.00 FOOT ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF THE AFORESAID PARTS OF LOTS 2 AND 3, THE SOUTH LINE OF SAID 1.00 FOOT STILP BEING THE NORTH LINE OF WEST HADDOCK PLACE AS ESTABLISHED BY ORDINANCE PASSED SEPTEMBER 17, 1852) LYING ABOVE AN INCLINED PLANE HAVING AN ELEVATION OF 17.26 FEET ABOVE CHICAGO CITY DATUM MEASURED ALONG THE NORTH LINE OF BLOCK 17, AND HAVING AN ELEVATION OF 121.23 FEET ABOVE CHICAGO CITY DATUM MEASURED ALONG THE NORTH LINE OF WEST HADDOCK PLACE, ALL IN BLOCK 17, (AS VACATED BY THE CITY OF CHICAGO IN AN ORDINANCE PASSED MARCH 21, 1990 AND RECORDED APRIL 11, 1990 AS DOCUMENT 90164868), IN THE ORIGINAL TOWN OF CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1, 2 AND 4 CREATED BY GRANT OF EASEMENT RECORDED AS DOCUMENT NO. 90164870, AS AMENDED BY DOCUMENT NO. 91096330, FOR INGRESS, EGRESS, CONSTRUCTION, USE AND MAINTENANCE OF A PLAZA

WALKWAY OVER AND ACROSS: THAT PART OF THE EAST 1/2 OF NORTH GARVEY COURT (SAID NORTH GARVEY COURT BEING THE WEST 1/2 OF LOT 2, AND THE EAST 20.50 FEET OF LOT 3, TOGETHER WITH THE NORTH 1.00 FOOT OF THE ORIGINAL 18.00 FOOT ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF THE AFORESAID PARTS OF LOTS 2 AND 3, THE SOUTH LINE OF SAID 1.00 FOOT STRIP BEING THE NORTH LINE OF WEST HADDOCK PLACE AS ESTABLISHED BY ORDINANCE PASSED SEPTEMBER 17, 1852); LYING ABOVE AN INCLINED PLANE HAVING AN ELEVATION OF +17.26 FEET ABOVE CHICAGO CITY DATUM MEASURED ALONG THE NORTH LINE OF SAID BLOCK 17, AND HAVING AN ELEVATION OF +21.23 FEET ABOVE CHICAGO CITY DATUM MEASURED ALONG THE NORTH LINE OF WEST HADDOCK PLACE, AND LYING BELOW AN INCLINED PLANE HAVING AN ELEVATION OF +47.26 FEET ABOVE CHICAGO CITY DATUM MEASURED ALONG THE NORTH LINE OF SAID BYOCK 17, AND HAVING AN ELEVATION OF +51.23 FEET AFOVE CHICAGO CITY DATUM MEASURED ALONG THE NORTH LINE OF WEST HADDOCK PLACE, ALL IN BLOCK 17, IN THE ORIGINAL TOWN OF CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, KANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAL IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF WEST HADDOCK PLACE AS ESTABLISHED BY ORDINANCE PASSED SEPTEMBER 17, 1852, TOGETHER WITH THE SOUTH 1.50 FLET OF THE ORIGINAL 18.00 FOOT ALLEY LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOT 1 IN THE ASSESSOR'S DIVISION OF LOT 5 IN BLOCK 17; ALSO, THE SOUTH 1.00 FOOT OF SAID ORIGINAL 18.00 FOOT ALLEY LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOT 6 IN BLOCK 17, ALL TAKEN AS ONE TRACT, LYING WEST OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE EAST 20.50 FEET OF LOT 3 IN SAID BLOCK 17, AND LYING EAST OF THE WEST LINE OF BLOCK 17, AND LYING EAST OF THE WEST LINE OF BLOCK 17, AND LYING EAST OF THE WASSED MARCH 21, 1990 AND RECORDED APACL 11, 1990 AS DOCUMENT 90164868), IN THE ORICINAL TOWN OF CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1, 2 AND 4 CREATED BY GRANT OF EASEMENT RECORDED AS DOCUMENT NO. 90164870, AS AMENDED BY DOCUMENT NO. 91096330 FOR INGRESS, EGRESS, USE, CONSTRUCTION AND MAINTENANCE OF A PLAZA WALKWAY OVER AND ACROSS: THAT PART OF WEST HADDOCK PLACE AS ESTABLISHED BY ORDINANCE PASSED SEPTEMBER 17, 1852, TOGETHER WITH THE SOUTH 1.00 FOOT OF THE ORIGINAL 18.00 FOOT ALLEY LYING NORTH OF AND

ADJOINING THE NORTH LINE OF THE WEST 1/2 OF LOT 7 AND THE NORTH LINE OF THE EAST 20.50 FEET OF LOT 6. ALL TAKEN AS ONE TRACT LYING EAST OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE EAST 20.50 FEET OF LOT 3, IN BLOCK 17, IN THE ORIGINAL TOWN OF CHICAGO, LYING WEST OF THE SOUTHERLY EXTENSION OF EAST LINE OF THE WEST 1/2 OF LOT 2 IN SAID BLOCK 17, LYING ABOVE AN INCLINED PLANE, HAVING AN ELEVATION OF +21.23 FEET ABOVE CHICAGO CITY DATUM, MEASURED ALONG THE NORTH LINE OF WEST HADDOCK PLACE AFORESAID, AND HAVING AN ELEVATION OF +21.72 FEET ABOVE CHICAGO CITY DATUM, MEASURED ALONG THE SOUTH LINE OF 18.00 FOOT ALLEY AFORESAID, AND LYING BELOW AN INCLINED PLANE, HAVING AN ELEVATION OF +71.23 FEET ABOVE CHICAGO CITY DATUM, MEASURED ALONG THE NORTH LINE OF WEST HADDOCK PLACE AFORESAID, AND HAVING AN ELEVATION OF +71.72 FEET ABOVE CHICAGO CITY DATUM, MEASURED ALONG THE SOUTH LINE OF THE ORIGINAL 18.00 FOOT ALLEY AFORESAID, ALL IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

SUPPORT EXSEMENTS APPURTENANT TO AND FOR BENEFIT OF PARCELS 1, 2 AND 4 OVER THAT PART OF GARVEY COURT DEPICTED IN EXHIBIT "B" OF THE GRANT OF EASEMENT RECORDED AS DOCUMENT NO. 90164870, AS NO. AMENDED BY DOCUMENT NO. 91096330.

PIN NO:

17-09-421-006 17-09-421-007 17-09-421-008 17-09-421-009 17-09-421-012 17-09-421-013

COMMON ADDRESS: 77 West Wacker Drive Chicago, Illinois

Robert S. Rudnik, Es.

The France Broup June
35 N Wacker Dr

State 3000
Crosson L Grown