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COOK COUNTY, ILLINOIS
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THIS INSTRUMENT PREPARED BY AND
PLEASE RETURN TO:
KIMBERLY K. ENDERS, ESQ.
100 WEST MONROE STREET #1500
CHICAGO, ILLINOIS 60603

Box 333

94842587

COMMONLY KNOWN AS: 215 S. Aberdeen, Chicago, Illinois
P.I.N.: 17-17-217-007

NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT is made as of July 13, 1994, 1994
among The First National Bank of Chicago, a national banking
association ("Mortgagee"), First Chicago Trust Company of Illinois,
as successor to Oak Park Trust and Savings Bank, as Trustee under
Trust dated August 31, 1979 and known as Trust No. 8319
("Landlord") and Carrier Corp. ("Tenant").

WITNESSETH:

A. Landlord is the owner of those certain premises commonly
known as 215 S. Aberdeen, Chicago, Illinois, as more particularly
described in Exhibit A attached hereto (the "Real Estate").

B. Mortgagee is the owner and holder of a certain note
("Note") secured by a Real Estate Mortgage, Assignment of Rents and
Security Agreement (the "Mortgage") which constitutes a first lien
upon the Real Estate and the leases and rents in connection
therewith;

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C. Under the terms of a Lease (the "Lease") dated April 24, 1989 Landlord leased the Real Estate to Tenant; and

D. The parties hereto desire to establish additional rights of quiet and peaceful possession for the benefit of Tenant under the Lease and further to define the terms, covenants and conditions precedent for such additional rights,

NOW, THEREFORE, in consideration of the respective covenants made herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby mutually covenanted and agreed as follows:

1. Non-Disturbance. In the event of foreclosure of the Mortgage or conveyance in lieu of foreclosure, which foreclosure or conveyance occurs prior to the expiration date of the Lease, including any extensions and renewals of the Lease now provided thereunder, and Tenant is not in default under any of the terms, covenants and conditions of the Lease beyond any applicable grace or cure period, Mortgagee agrees on behalf of itself, its successors and assigns, and on behalf of any purchaser at such foreclosure ("Purchaser") that Tenant shall not be disturbed in the quiet and peaceful possession of the premises demised under the Lease.

2. Attornment. In the event of foreclosure of the Mortgage, conveyance in lieu of foreclosure, or exercise of rights pursuant to the Assignment of Rents, which foreclosure, conveyance or exercise of rights occurs prior to the expiration date of the Lease, including any extensions and renewals of the Lease now provided

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thereunder, Tenant shall attorn to Mortgagee or Purchaser and recognize Mortgagee or Purchaser as its landlord under the Lease, and Mortgagee or Purchaser shall recognize and accept Tenant as its tenant thereunder, whereupon the Lease shall continue, without further agreement, in full force and effect as if a direct lease between Mortgagee or Purchaser and Tenant for the remainder of the term thereof, together with all extensions and renewals now provided thereunder, upon the same terms, covenants and conditions as therein provided, and Mortgagee or Purchaser shall thereafter assume and perform all of Landlord's obligations as landlord under the Lease with the same force and effect as if Mortgagee or Purchaser were originally named therein as Landlord and Tenant shall thereafter make all rent payments directly to either Mortgagee or Purchaser. ~~The parties agree that Mortgagee shall not:~~

~~(a) be liable for any previous act or omission of Landlord under the Lease;~~

~~(b) be subject to any off set, defense or counterclaim which shall have theretofore accrued to Tenant against Landlord;~~

~~(c) be bound by any previous modification of the Lease not expressly provided for in the Lease, or by any previous prepayment of rent or additional rent for more than one month which Tenant might have paid to Landlord, unless such modification or prepayment shall have been expressly approved in writing by Mortgagee; and~~

~~(d) be liable for any security deposited under the Lease unless such security has been physically delivered to Mortgagee.~~

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3. Further Documents. The foregoing provisions shall be operative and effective without the execution of any further instruments. Tenant agrees, however, to execute and deliver to Mortgagee or to any person to whom Tenant herein agrees to attorn such other instruments as either shall reasonably request in order to evidence and effectuate said provisions.

4. ~~Notice and Cure. Tenant agrees that if it alleges a default by Landlord under the Lease:~~

~~(a) a copy of each notice given to Landlord pursuant to the Lease shall also be given to Mortgagee, and no such notice shall be effective for any purpose under the Lease unless so given to Mortgagee; and~~

~~(b) if Landlord shall fail to cure any default within the time prescribed by the Lease, Tenant shall give further notice of such fact to Mortgagee. Mortgagee shall be allowed such additional time as may be reasonably necessary to cure such default and so long as Mortgagee shall be proceeding diligently to cure the defaults that are reasonably susceptible of cure, no such default shall operate or permit Tenant to terminate this lease.~~

5. Notices. All notices, demands and requests given or required to be given hereunder shall be in writing and shall be deemed to have been properly given when personally served or if sent by U. S. registered or certified mail, postage prepaid, addressed as follows:

MORTGAGEE: The First National Bank of Chicago
1048 Lake Street
Oak Park, Illinois 60301
Attn.: Commercial Loan Dept.

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AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO,
AS SUCCESSOR TO FIRST CHICAGO
TRUST COMPANY OF ILLINOIS.

LANDLORD: *First Chicago Trust Company of Illinois, as
successor to Oak Park Trust and Savings Bank,
Trustee under Trust No. 8319
dated August 31, 1979
1048 Lake Street
Oak Park, Illinois 60301

TENANT: Carrier Corp.
215 S. Aberdeen
Chicago, Illinois 60607

6. ~~Certification~~ Tenant certifies to Mortgagee that the
Lease is in full force and effect and has not been amended, supplie-
mented or modified in any way. There are no other representations,
warranties, agreements, concessions, commitments, or other under-
standings between Tenant and Landlord regarding the Real Estate
other than as set forth in the Lease. To the best of Tenant's
knowledge, Landlord is not in default under any of the require-
ments, provisions, terms, conditions or covenants of the Lease to
be performed or complied with by Landlord, and no event has
occurred or situation exists which would, with the passage of time
and/or the giving of notice, constitute a default by Landlord under
the Lease. Tenant is not in default under any of the terms, condi-
tions, or covenants of the Lease to be performed or complied with
by Tenant, and no event has occurred or situation exists which
would, with the passage of time and/or the giving of notice,
constitute a default by Tenant under the Lease. There are no
actions, voluntary or otherwise pending against Tenant under any
bankruptcy, reorganization, arrangement, insolvency or similar
federal or state law. Tenant represents that it has all licenses,
permits and other authorizations necessary for operation of its
business at the Real Estate.

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7. Binding Effect. The terms, covenants and conditions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

8. Choice of Law. This Agreement shall be governed by the internal law (and not the law of conflicts) of the State of Illinois.

9. Trustee Exculpation ~~This instrument is executed by First Chicago Trust Company of Illinois, as successor to Oak Park Trust and Savings Bank, as Trustee, not individually or personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in them as such Trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Trustee personally to pay any indebtedness arising or accruing under or pursuant to this instrument, or to perform any covenant, undertaking, representation or agreement, either express or implied, contained in this instrument, all such personal liability of Trustee, if any, being expressly waived by each and every person now or hereafter claiming any right under this instrument.~~

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The provision stamped upon the lower margin hereof is a part of this instrument.

WITNESS the due execution of this instrument by the parties hereto the day and year first above written.

MORTGAGEE:

The First National Bank of Chicago, a national banking association

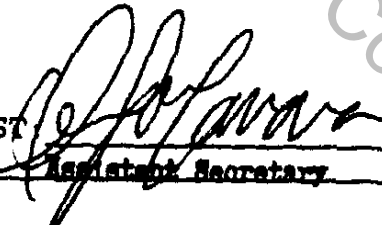
ATTEST: 
ITS: Vice President


BY: 
ITS: Asst Vice President

*AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS SUCCESSOR TO FIRST CHICAGO TRUST COMPANY OF ILLINOIS.

LANDLORD:

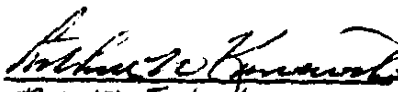
* First Chicago Trust Company of Illinois, as successor to Oak Park Trust and Savings Bank, as Trustee under Trust No. 8319 dated August 31, 1979

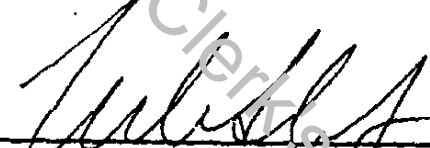
ATTEST: 
ITS: Assistant Secretary

BY: 
ITS: Vice President

TENANT:

CARRIER CORPORATION, a Delaware corporation

ATTEST: 
ITS: Asst Secretary

BY: 
ITS: William F. Striela
Vice President-Counsel, NAO

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This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

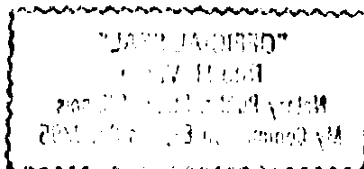
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EXHIBIT A

LEGAL DESCRIPTION:

Lots 7, 8 and 9 in Hamilton's Subdivision of the West 2.357 chains of the North one-half of Block 14 in The Canal Trustee's Subdivision of the West one-half and the West one-half of the Northeast one-quarter of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian.

COMMONLY KNOWN AS: 215 S. Aberdeen, Chicago, Illinois

P.I.N.: 17-17-217-007

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**UNITED
TECHNOLOGIES
CARRIER**

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Carrier Corporation
North American Operations

P.O. Box 4808
Carrier Parkway
Syracuse, New York 13221

TENANT ESTOPPEL CERTIFICATE

LANDLORD: F & G Joint Venture

TENANT: Carrier Corporation

PREMISES: 215 S. Aberdeen Street
Chicago, Illinois
(6,236 Sq. Ft.)

LEASE DATE: Indenture of Lease dated April 24, 1989
Renewal of Lease Agreement dated May 10, 1994

The undersigned, Tenant under the above described Lease, certifies to Landlord and to its successors that to the best of Tenant's knowledge that:

- 1) the Lease is presently in full force and effect and the Lease has not assigned, modified, supplemented or amended in any way except May 10, 1994, whereon a Renewal of Lease Agreement was created;
- 2) the commencement date of the Lease is June 1, 1989;
- 3) the Lease expires on May 31, 1999. Tenant has an option to terminate this Lease effective 1/1/96, and/or on the anniversary of each year thereafter provided six months written notice is given Landlord. At date of termination, Tenant shall pay Landlord six months additional rent.
- 4) the current monthly Base Rent (excluding expense reimbursements) is \$6,023.17. Rent has been paid in full through July, 1994, and no rent or other sums have been prepaid;
- 5) there are no known offsets, claims, or credits against rentals and there has been no prepayment of rentals; and
- 7) Tenant has received no notice of any prior assignment of rents by Landlord.

Date: 7/19/94

By: *William F. Striebe*
 58 William F. Striebe
 Vice President-Counsel, NAO

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