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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

THIS Subordination, Non-Disturbance and Attornment Agreement made this 3rd day of December, 1993 between THE TRAVELERS INSURANCE COMPANY, a Connecticut corporation, herein for convenience referred to as "Mortgagee", and the COMPTROLLER OF THE CURRENCY (the "Tenant"), and FINANCIAL PLACE CORPORATION, as agent for the beneficiary of American National Bank and Trust Company of Chicago, Trust No. 57320 (the "Borrower") and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated March 14, 1983 and known as Trust No. 57320 ("Trustee").

QUEST-01 RECORDING
140012 TRAN 1444 01/24/94 13:27:00 \$47,50
12714 * - 94 - 075465
COOK COUNTY RECORDER

RECITALS:

A. Pursuant to the terms and conditions of that certain Agreement of Lease dated July 25, 1985, as amended pursuant to a certain Supplementary Lease Amendment dated December 10, 1985, as further amended pursuant to a certain Supplemental Lease Agreement No. Two dated November 2, 1987, as further amended pursuant to a certain Supplemental Lease Agreement No. 3 dated June 22, 1989, as further amended pursuant to a certain Supplemental Lease Agreement No. 4 dated October 31, 1989, and as further amended pursuant to a certain Fifth Amendment to Agreement of Lease dated as of August 15, 1993 between the Borrower, as landlord ("Landlord") and Tenant, as tenant, (as amended from time to time, the "Lease Agreement"), Tenant leased from Landlord the premises legally described on Exhibit "A" attached hereto and make a part hereof ("Leased Premises").

B. To evidence a loan made by Mortgagee to Landlord (Loan"), Landlord executed its note dated September 30, 1983, payable to the order of The Prospect Company and subsequently assigned to Mortgagee, which is secured by a mortgage of even date therewith conveying the premises legally described on Exhibit "B" attached hereto and made a part hereof ("Entire Premises") (of which Leased Premises is a part), in favor of Mortgagee, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 26807064 ("Mortgage").

NOW, THEREFORE, in consideration of the mutual covenants, agreements and promises herein contained, the sufficiency of which is hereby acknowledged, IT IS HEREBY AGREED AS FOLLOWS:

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1. Lease Agreement is and shall continue hereafter to be subject and subordinate to the lien of Mortgage, subject, however, to the provisions of this agreement.
2. So long as Tenant is not in default (beyond all applicable periods given Tenant under Lease Agreement to cure such default, or if no such period is provided then beyond thirty (30) days following Tenant's receipt of written notice of such default from Landlord) and subject to the provisions of this Agreement and to Tenant's rights under and in connection with Lease Agreement then Tenant's possession and occupancy of the Leased Premises and Tenant's rights and privileges under Lease Agreement, or any expansion, extension or renewal which may be effected in accordance with the terms of Lease Agreement shall not be disturbed by Mortgagee or any Successor (as hereinafter defined).
3. Tenant shall not be joined as a party-defendant in any action or proceeding which may be instituted or taken by Mortgagee.
4. In the event Mortgagee or its successors, assigns, nominees or any other party claiming by, through or under Mortgagee (collectively, "Successors") shall succeed to the rights of Landlord pursuant to Lease Agreement then, subject to compliance by such party or person with the terms hereof and of applicable Federal law:
 - a) Tenant will attorn to Mortgagee or Successors and will perform, for the benefit of Mortgagee or Successors, all of the terms, covenants and conditions contained in Lease Agreement to be kept and performed by it and shall, at the request of Mortgagee or Successors, execute and deliver a written agreement of attornment; and
 - b) Mortgagee or Successors shall not, prior to the time at which Mortgagee Assumes Control (as hereinafter defined), be (i) liable for any act or omission of any prior landlord (including Landlord) unless Mortgagee was given written notice thereof after Mortgagee Assumes Control and a reasonable opportunity following Mortgagee's receipt of such notice in which to remedy same; (ii) subject to any offsets or defenses which Tenant may have against Landlord or any prior landlord unless Mortgagee was given written notice of the event giving rise thereto after Mortgagee Assumes Control and a reasonable opportunity following Mortgagee's receipt of such notice in which to remedy same; (iii) bound by any prepayment of rent or additional rent which

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Tenant may have paid for more than the current month to Landlord or any prior landlord; or (iv) in any way responsible or liable for any deposit or security which was delivered by Tenant to any prior landlord (including Landlord) but which was not subsequently delivered to Mortgagee. Nothing in this Agreement shall require Mortgagee to refund any amounts paid by Tenant to Landlord prior to the time Mortgagee Assumes Control. As used herein, the phrase "Mortgagee Assumes Control" shall mean the occurrence of the earlier to occur of (A) the foreclosure of the Mortgage (or like or similar event), (B) the recording of a deed in lieu of foreclosure, (C) the entry under and taking possession of the Entire Premises by Mortgagee or a Successor, (D) Mortgagee or a Successor first exercising dominion or control over the Entire Premises, the Leased Premises or all or any part of the foregoing through an arrangement resulting in such Mortgagee or such Successor directing or controlling all or substantially all of the significant day-to-day activities thereof. In addition, as used in this Paragraph 4b), the term "reasonable opportunity" shall mean a period of time following Mortgagee's receipt of the applicable notice, which period of time shall be equal to (I) the applicable time provided to Landlord under the terms of the Lease Agreement or (II) if no such time is provided then thirty (30) days.

5. The term "Mortgagee" shall mean the holder of Mortgage (as the same may be assigned from time to time) and the term "Mortgage" shall mean Mortgage (as the same may be renewed, modified, replaced, extended or consolidated with mortgages placed on Entire Premises, dated subsequent to the date of Lease Agreement).
6. Any and all notices to be given pursuant hereto shall be sufficient if in writing and mailed by United States certified or registered mail, postage prepaid, or if sent by other commercial courier against receipt, addressed to Mortgagee and Tenant as follows:

If to Mortgagee, at:

The Travelers Insurance
Company
2215 York Road, Suite 504
Oak Brook, Illinois 60521
Attn: Managing Director

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With a Copy to: The Travelers Insurance
Company
One Tower Square
Hartford, CT 06183
Attn: The Travelers Realty
Investment Company

If to Tenant, at: Comptroller of the Currency
250 E Street, S.W.
Washington, D.C. 20219
Attn: Real Estate and
Design Services

With a Copy to: Comptroller of the Currency
250 E Street, S.W.
Washington, D.C. 20219
Attn: Chief Counsel

If to Landlord, at: Financial Place Corporation
440 South LaSalle Street
Chicago, Illinois

If to Trustee, at: American National Bank and
Trust Company of Chicago
33 North LaSalle Street
Chicago, IL 60690
Attn: Land Trust Department
Trust No. 57320

All notices shall be deemed to have been given upon receipt or inability to receive as a result of change of address or refusal.

7. This agreement and the covenants, conditions and promises herein contained shall inure to the benefit of and be binding upon Mortgagee and Tenant, their respective successors, assigns, grantees and legal representatives.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and their respective corporate seals to be affixed hereto, as of the day and year first above written.

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ATTEST:

Natalie L. Bock
Natalie L. Bock
Assistant Secretary

MORTGAGEE:

THE TRAVELERS INSURANCE COMPANY,
& Connecticut corporation
By: James G. Glasgow, Jr.
Its: Vice President

WITNESS:

Kenneth J. ...

TENANT:

COMPTROLLER OF THE CURRENCY

By: ...

Its: ASSOC. DIR. FOR REAL ESTATE
& DESIGN SERVICES

ATTEST:

...

LANDLORD:

FINANCIAL PLACE CORPORATION, as
agent for the beneficiary of
American National Bank and Trust
Company of Chicago, Trust No.
57320

By: ...

Its: ...

ATTEST:

...

TRUSTEE:

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, not
personally but as Trustee under
Trust Agreement dated March 14,
1983, and known as Trust No.
57320

By: ...

Its: ...

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 not, hereby, intended, and agreed that all of the warranties, indemnities, covenants, conditions, terms 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, or undertaking or agreement of the Trustee in this instrument.

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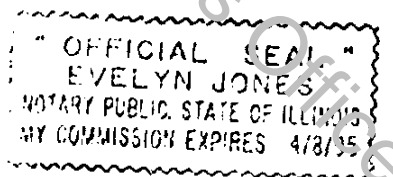
STATE OF ILLINOIS)
) ss.
COUNTY OF DUPAGE)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY THAT James G. Glasgow, Jr., Vice President of THE TRAVELERS INSURANCE COMPANY, a Connecticut corporation ("Mortgagee"), and Natalie L. Bock, Assistant Secretary, thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of Mortgagee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledged that she, as custodian of the corporate seal of Mortgagee, did affix the same to said instrument as her own free and voluntary act, and as the free and voluntary act of Mortgagee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 3rd day of December, 1993.


Notary Public Evelyn Jones

My Commission Expires: 4/8/95



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CITY OF WASHINGTON)
DISTRICT OF COLUMBIA) SS.

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY THAT Peter D. Prandis ^{Asst. Dir. for Real Est. & Sec. Serv.} Comptroller of the Currency ("Tenant"), and Karen R. Prandis ^{MGR FOR REAL EST. SERV.}, thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as, such Peter D. Prandis ^{Asst. Dir. for Real Est. & Sec. Serv.} and Karen R. Prandis ^{MGR FOR REAL EST. SERV.}, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of Mortgagee, for the uses and purposes therein set forth; and the said Peter D. Prandis did also then and there acknowledged that he, as custodian of the corporate seal of Tenant, did affix the same to said instrument as his own free and voluntary act, and as the free and voluntary act of Tenant, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 3rd day of January, 1997.

[Signature]
Notary Public

My Commission Expires: 1/31/97

County Clerk's Office

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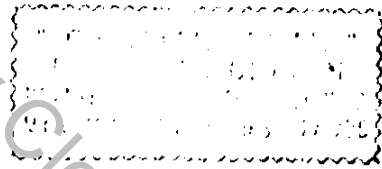
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY THAT Richard H. Miller, Chairman of FINANCIAL PLACE CORPORATION ("Landlord"), and _____ thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Chairman and _____ respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of Mortgagee, for the uses and purposes therein set forth; and the said _____ did also then and there acknowledged that he, as custodian of the corporate seal of Tenant, did affix the same to said instrument as his own free and voluntary act, and as the free and voluntary act of Tenant, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9th day of December, 1953.

Anna M. Chan
Notary Public

My Commission Expires: 2/5/56



Cook County Clerk's Office

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY THAT Robert A. Wislow, President of FINANCIAL PLACE CORPORATION ("Landlord"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of Mortgagee, for the uses and purposes therein set forth; and the said Robert A. Wislow did also then and there acknowledged that he, as custodian of the corporate seal of Tenant, did affix the same to said instrument as his own free and voluntary act, and as the free and voluntary act of Tenant, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 10th day of December, 1993.



Maureen Halleran

Notary Public

My Commission Expires: December 28, 1994

Property of Cook County Clerk's Office

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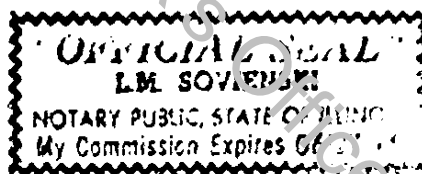
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY THAT L. M. SOVIENSKI, VICE PRESIDENT of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated March 14, 1983 and known as SECRET No. 57320 ("Trustee"), and W. J. [unclear], SECRETARY thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT and SECRETARY, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of Mortgagee, for the USUAL purposes therein set forth; and the said ASSISTANT SECRETARY did also then and there acknowledged that he, as custodian of the corporate seal of Tenant, did affix the same to said instrument as his own free and voluntary act, and as the free and voluntary act of Tenant, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this DEC 17 day of 1993, 1993.

[Signature]
Notary Public

My Commission Expires: _____



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Exhibit A

THE LEASED PREMISES

Tenant has leased all of the 27th floor and part of the 26th floor for a total leased area of 30,283 leasable square feet (the "Leased Premises") of that certain office building known as One Financial Place and located at 440 South LaSalle Street, Chicago, Illinois 60605 and as more fully described in Exhibit B attached hereto. It is intended that the Leased Premises shall include any additional area leased by Tenant subsequent to the execution and recordation of the Subordination, Non-Disturbance and Attornment Agreement to which this Exhibit A is attached, and further, that the Leased Premises shall be reduced by the leased area of any space for which Tenant's lease obligation is cancelled or terminated during the remaining term of the Lease and any extensions thereof.

COOK County Clerk's Office

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EXHIBIT B

Legal Description of Building Parcel

PARCEL 1:

That part of Peter Temple's Subdivision of Block 99, and that part of the Subdivision of Block 114 (taken as a tract, including vacated alleys) all in the School Section Addition to Chicago, in the Northeast 1/4 of Section 16, Township 39 North, Range 14 East of the Third Principal Meridian described as follows: Commencing at the Northeast corner of Lot 3 in the aforesaid Subdivision of Block 114; thence South 0 degrees 00 minutes 23 seconds East (along the East line of Lots 3, 4, 9, 10 and 15 in said Subdivision of Block 114) a distance of 232.57 feet to the point of beginning of the tract herein described; thence South 0 degrees 00 minutes 23 seconds East (along the East line of Lots 15, 16, 21 and 22 in said Subdivision of Block 114) a distance of 133.22 feet to a point on the East line of Lot 22 which is 31.98 feet Northerly of the Southeast corner of said Lot; thence South 89 degrees 55 minutes 58 seconds West, a distance of 215.15 feet to a point on the West line of Lot 24 in Peter Temple's Subdivision of Block 99 which is 31.18 feet Northerly of the Southwest corner of said Lot; thence North 0 degrees 01 minutes 21 seconds West (along the West line of Lots 24, 19, 18 and 13 in the aforesaid Peter Temple's Subdivision of Block 99) a distance of 134.17 feet to a point on the West line of Lot 13 which is 232.32 feet Southerly of the Northwesterly corner of Lot 1 in the aforesaid Peter Temple's Subdivision; thence South 89 degrees 48 minutes 43 seconds East (along a line drawn parallel with the North line of Lot 3 in said Subdivision of Block 114 and also parallel with the North line of Lot 1 in the aforesaid Peter Temple's Subdivision of Block 99) a distance of 215.19 feet to the hereinabove described point of beginning, in Cook County, Illinois.

PARCEL 2:

That part of Peter Temple's Subdivision of Block 99, that part of the Subdivision of Block 114, that part of George Merrill's Subdivision of Block 100, and that part of T.G. Wright's Subdivision of Block 113 (taken as a tract, including vacated alleys) all in School Section Addition to Chicago, in the Northeast 1/4 of Section 16, Township 39 North, Range 14 East of the Third Principal Meridian described as follows: Beginning at a point on the East line of Lot 22 in the Subdivision of Block 114 which is 31.98 feet Northerly of the Southeast corner thereof; thence South 0 degrees 00 minutes 23 seconds East 31.98 feet to the Southeast corner of said Lot 22; thence South 89 degrees 51 minutes 16 seconds East, along the North line of Lot 1 in T.G. Wright's Subdivision of Block 113, a distance of 0.14 feet to the Northeast corner of said Lot; thence South 0 degrees 05 minutes 33 seconds West, along the East line of Lots 1 and 5 in the aforesaid T.G. Wright's Subdivision of Block 113, a distance of 94.83 feet; thence South 89 degrees 55 minutes 40 seconds West, a distance of 210.30 feet to a point on the West line of Lot 23 in George Merrill's Subdivision of Block 100 which is 95.63 feet Southerly of the Northwest corner of Lot 24 in said Subdivision; thence North 0 degrees 02 minutes 20 seconds West, along the West lines of the aforesaid Lots 23 and 24, a distance of 95.63 feet to the Northwest corner of said Lot 24 in George Merrill's Subdivision of Block 100; thence North 89 degrees 51 minutes 16 seconds West, along the South line of Lot 24 in Peter Temple's Subdivision of Block 99, a distance of 4.77 feet to the Southwest corner of said Lot; thence North 0 degrees 01 minutes 21 seconds West, along the West line of the aforesaid Lot 24, a distance of 31.18 feet; thence North 89 degrees 55 minutes 58 seconds East, a distance of 215.15 feet to the hereinabove described point of beginning, in Cook County, Illinois.

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EXHIBIT B

Legal Description of Building Parcel (continued)

PARCEL 3:

Easement for the benefit of Parcel 1, aforesaid, as set forth in Paragraph 1(B) of the Grant of Easements executed by The Penn Central Corporation, et al, dated April 3, 1981 and recorded as Document No. 26017406, as amended by Document No. 26382162, for the purpose of pedestrian ingress and egress on, over and through an enclosed corridor, at least 20 feet wide, along the geographic center (plus or minus 5 feet) on a straight line from the North boundary line to the South boundary line of the following described real estate located North of and adjoining the land, said corridor to be in the "CBOE Building" and any improvements constructed on said adjoining land from time to time:

That part of Peter Temple's Subdivision of Block 99, and that part of the Subdivision of Block 114 (to be) as a tract, including vacated alleys) all in the School Section Addition to Chicago, in the Northeast 1/4 of Section 16, Township 39 North, Range 14 East of the Third Principal Meridian described as follows: Beginning at the Northeast corner of Lot 3 in the aforesaid Subdivision of Block 114; thence South 0 degrees 00 minutes 23 seconds East (along the East line of Lots 3, 4, 9, 10 and 15 in said Subdivision of Block 114) a distance of 232.32 feet; thence North 89 degrees 48 minutes 43 seconds West (along a line drawn parallel with the North line of Lot 3 in said Subdivision of Block 114 and also parallel with the North line of Lot 1 in the aforesaid Peter Temple's Subdivision of Block 99) a distance of 215.19 feet to the West line of Lot 13 in said Peter Temple's Subdivision; thence North 0 degrees 01 minutes 21 seconds West (along the West line of Lots 13, 12, 7, 6 and 1 in the aforesaid Peter Temple's Subdivision of Block 99) a distance of 232.72 feet to the Northwest corner of Lot 1; thence South 89 degrees 48 minutes 43 seconds East 215.25 feet to the hereinabove designated point of beginning, in Cook County, Illinois.

PARCEL 4:

Easement for the benefit of Parcels 1 and 2, aforesaid, as set forth in Paragraph 1(B) (iii) of the Declaration of Covenants, Conditions and Restrictions for the Establishment of Exchange Center Plaza and Grant of Easement for Underground Parking Garage executed by the City of Chicago, et al., dated April 11, 1983 recorded April 14, 1983 as Document No. 26569966, as supplemented by Supplement dated August 2, 1984 recorded August 7, 1984 as Document No. 27204188 for the purpose of the construction, operation and maintenance of an underground parking garage on the following described parcel:

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EXHIBIT 6

Legal Description of Building Parcel (continued)

LEGAL DESCRIPTION OF EXPANDED PARCEL 4

That part of Block 99 in School Section Addition to Chicago in the Northeast 1/4 of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, being a tract lying below plus 22.0 feet, Chicago City Datum, said tract being described as follows: Beginning at the Northwest corner of Lot 1 in Peter Temple's Subdivision of the aforesaid Block 99; thence North 89 degrees 48 minutes 43 seconds West 40.00 feet to the Northeast corner of Lot 1 in Cole's Subdivision of part of said Block 99; thence continuing North 89 degrees 48 minutes 43 seconds West 85.83 feet along the North line of said Lot 1 in Cole's Subdivision and along the North line of Lots 1 and 2 in the Assessor's Division of part of said Block 99 and along the North line of Micajah Glascock's Subdivision of part of said Block 99 to a point; thence South 9 degrees 02 minutes 07 seconds East 367.05 feet to the point of intersection with the Westerly extension of a line drawn from a point on the East line of Lot 22, in the Subdivision of Block 114 in the aforesaid School Section Addition to Chicago, said point being 31.98 feet North of the Southeast corner of said Lot 22, to a point on the West line of Lot 24 in the aforesaid Peter Temple's Subdivision, said point being 31.18 feet North of the Southwest corner of said Lot 24; thence North 89 degrees 55 minutes 58 seconds East along said Westerly extension 125.75 feet to the West line of said Lot 24; thence North 0 degrees 01 minutes 21 seconds West 356.49 feet along the West line of Lots 24, 19, 18, 13, 12, 7, 6, and 1 in said Peter Temple's Subdivision to the hereinabove designated point of beginning, in Cook County, Illinois.

PARCEL 5:

Lots 1, 2 and 3 in Cole's Subdivision of part of Block 99 and that part of Lots 1 and 2 in Assessor's Division of part of Block 99 lying North of a straight line drawn from the Northwest corner of Lot 4 in Cole's Subdivision as aforesaid to a point in the West line of said Lot 2 in said Assessor's Division, which point is 125.53 feet South of the Northwest corner of said Lot 2, all in Block 99 in School Section Addition to Chicago in the Northeast 1/4 of Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 17-16-242-018
17-16-242-022
(Affects Parcel 1)
17-16-242-019
17-16-242-020
17-16-242-023
17-16-242-024
(Affects Parcel 2)
17-16-241-025
17-16-241-049
(Affects Parcel 5)

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