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CONSENT TO ASSIGNMENT OF LEASES AND RENTS, SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Dated as of
March 1, 1994

Between

DEPT-01 RECORDING \$75.00
140000 TRAP 8915 03/17/94 11:51:00
76945 4-94-243395
COOK COUNTY RECORDER

FOOTE, CONE & BELDING ADVERTISING, INC.
("Tenant")

and

HARRIS TRUST AND SAVINGS BANK, as Trustee
("Trustee")

This instrument prepared by and
when recorded return to:

Sean T. Maloney
Chapman and Cutler
111 West Monroe Street
Chicago, Illinois 60603

Return to: Box 15
N24-22248-14 N.H.L.



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CONSENT TO ASSIGNMENT OF LEASES AND RENTS, SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This CONSENT TO ASSIGNMENT OF LEASES AND RENTS, SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT dated as of March 1, 1994 (this "Consent and Agreement") is between FOOTE, CONE & BELDING ADVERTISING, INC., a Delaware corporation ("Tenant") and HARRIS TRUST AND SAVINGS BANK, not in its individual capacity, but solely as trustee under that certain Trust Indenture of even date herewith ("Trustee").

RECITALS:

A. The capitalized terms used in this Consent and Agreement shall have the respective meanings specified in Annex I attached hereto unless otherwise herein defined or the content hereof shall otherwise require.

B. The Borrower, as lessor, and the Tenant, as lessee, have entered into certain agreements to lease, pursuant to the Lease, the Leased Premises located on the real property described on Exhibit A attached hereto.

C. The Borrower proposes to issue its senior secured notes pursuant to the Indenture, which Notes will be secured by the Indenture, the Mortgage and the Assignment of Leases and the other Additional Collateral Documents.

D. In connection with such financing, and as an inducement to the Trustee's agreement to enter into the Indenture, the Trustee has required the Tenant to enter into this Consent and Agreement to, *inter alia*, recognize the assignment of the Lease to the Trustee, to enter into certain other agreements for the benefit of the Trustee with respect to the Trustee's security interests in the Trust Estate and to subordinate the Tenant's interest in and to the Leased Premises to the Lien and priority of the Indenture, the Mortgage and the Assignment of Leases and the other Additional Collateral Documents.

E. As a condition to the Tenant subordinating its rights in and to the Leased Premises to those rights of the Trustee in and to the Trust Estate, the Tenant has required that upon the Tenant's performance of all of the terms, covenants, conditions and agreements required of it pursuant to the Lease, the Tenant's possession of the Leased Premises shall not be disturbed by the exercise of any of the rights of the Trustee in and to the Trust Estate or any part thereof.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Tenant and the Trustee hereby agree as follows:

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SECTION 1. TENANT CONSENT TO ASSIGNMENT OF LEASE; AGREEMENTS.

Section 1.1. The Tenant acknowledges the assignment by the Borrower of all of the Borrower's rights in the Lease as set forth in the Assignment of Leases and the grant by the Borrower of a first mortgage lien on and security interest in the Leased Premises to the Trustee. To the extent set forth in the Indenture, the Mortgage and in the Assignment of Leases and the other Additional Collateral Documents the Tenant acknowledges that, so long as the lien of the Indenture, the Mortgage and of the Assignment of Leases and the other Additional Collateral Documents have not been released,

(a) to the extent not prohibited by applicable law and as set forth in the Mortgage and Assignment of Leases, the Trustee shall have each of the rights and benefits expressly stated in the Lease that inure to the Borrower's benefit,

(b) as set forth in the Mortgage and the Assignment of Leases, the Trustee shall have the rights with respect to receipt of funds from the exercise of the Tenant's right of first refusal under Article 27(K) of the Lease; *provided, however,* that the Tenant's right of first refusal shall not apply to any conveyance made to the Trustee or its designee pursuant to a foreclosure or any conveyance in lieu of foreclosure,

(c) to the extent not prohibited by applicable law and as set forth in the Mortgage and Assignment of Leases, the Trustee shall have the right to do any and all other things whatsoever which the Borrower is or may be entitled to do under the Lease as set forth in the Assignment of Leases, including, without limitation, the right of the Borrower upon the occurrence of an event of default by the Tenant under the Lease, to commence, conduct and consummate legal, administrative or other proceedings and to take such other action as shall be permitted thereby or by law or in equity, and

(d) the Tenant expressly acknowledges that the Borrower has directed the Tenant and the Tenant agrees that it shall pay directly to the Trustee at its address set forth in Section 4.1 hereof (or at such other address as the Trustee may from time to time furnish to the Tenant in writing) all Base Rent payments, Additional Rent payments, income, revenues, issues, profits, Casualty Insurance Proceeds, Condemnation Awards, bankruptcy claims, liquidated damages, purchase price proceeds and any other payments, tenders and security now or hereafter due and payable to or receivable by the Borrower under the Lease or any of the other Operative Agreements.

Section 1.2. The Tenant hereby acknowledges that the Borrower has, pursuant to the Mortgage, granted a first mortgage lien on the Borrower's interest in the Leased Premises and consents thereto.

Section 1.3. Subject to the provisions of Section 3.2 hereof, it is further understood and agreed that neither the Indenture, the Assignment of Leases nor the Mortgage shall operate to place responsibility for the control, care, management or repair of the Leased

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Premises upon the Trustee, nor shall it operate to make the Trustee responsible or liable for any waste or violation of any Environmental Law committed on the Leased Premises by the Tenant, the Borrower or any other Person, or for any dangerous or defective condition of the Leased Premises, or for any negligence of the management, upkeep, or repair or control of the Leased Premises resulting in loss or injury or death to the Tenant or any sublessee, assignee, licensee, employee or stranger.

Section 1.4. The Tenant agrees (a) to comply with all requests, demands or directions of the Trustee given in accordance or in connection with the Lease to the same extent as it would have been required to comply with such requests, demands or directions if they had been given by the Borrower, (b) subject to applicable law, that the Trustee may enforce any and all of the terms and conditions of the Lease directly against the Tenant as though the Trustee were a party to the Lease as lessor, and (c) to deliver directly to the Trustee a copy of each of the statements, certificates, notices and requests required to be delivered to the Borrower pursuant to the Lease.

Section 1.5. The Tenant acknowledges that the Trustee is a third-party beneficiary of the second grammatical paragraph of Article 25(B) of the Lease.

Section 1.6. The Tenant agrees that it will (a) maintain comprehensive liability insurance for the benefit of the Trustee and (b) provide indemnification of the Trustee, in each case as set forth in Article 12 of the Lease.

Section 1.7. The Tenant agrees that the payment for the insurance policies required to be maintained by the Borrower under Section 4.2 of the Indenture shall constitute an Operating Expense under the Lease.

SECTION 2. WAIVERS AND AMENDMENTS TO LEASE.

The Tenant acknowledges that the Borrower has informed the Tenant that the Borrower has agreed with the Trustee pursuant to the terms of the Indenture that the Borrower will not enter into any amendment, modification or waiver of the Lease. The Tenant agrees that it will not enter into any agreement subordinating, amending, supplementing, hypothecating, waiving, discharging or terminating the Lease without the Trustee's prior written consent thereto, and that any attempted subordination, amendment, supplement, hypothecation, waiver, discharge or termination without such consent shall be void.

SECTION 3. SUBORDINATION AND NON-DISTURBANCE; ATTORNMENT; RIGHTS AND REMEDIES; QUIET ENJOYMENT.

Section 3.1. Subordination and Non-Disturbance. The Tenant acknowledges and agrees that the Lien and priority of the Lease, for so long as the Liens of the Indenture, the Mortgage and the Assignment of Leases and the other Additional Collateral Documents exist,

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hereby is and shall be subordinate to the Lien and priority of the Indenture, the Mortgage and the Assignment of Leases and the other Additional Collateral Documents.

The Trustee hereby agrees that, so long as the Tenant is not in default (beyond any period given the Tenant by the terms of the Lease to cure such default) in the payment of Rent or of any of the terms, covenants or conditions of the Lease on the Tenant's part to be performed, (a) the Lease shall not be terminated, (b) the Tenant's possession of the Leased Premises, and its rights and privileges under the Lease, including but not limited to any termination, extension, options to purchase or renewal rights, shall not be affected, diminished or interfered with by the Trustee, and (c) the Trustee will not join the Tenant as a party defendant in any action or proceeding foreclosing the Mortgage unless such joinder is necessary to foreclosure the Mortgage and then only for such purpose and not for the purpose of termination of the Lease. The Trustee further acknowledges and agrees that, subject to the rights reserved by the Borrower under Article 19 of the Lease, the Tenant has a right to quiet enjoyment of the Leased Premises upon the terms and conditions set forth in Article 23 of the Lease.

Section 3.2. Attornment. The Tenant agrees that the Tenant shall, in the event of the Trustee's enforcement of its rights and remedies hereunder, under the Indenture, the Mortgage or otherwise, attorn to the Trustee if the Trustee succeeds to the rights of the Borrower under the Lease, or any purchaser of the Borrower's interest in the Leased Premises and shall recognize the Trustee or any such purchaser as the lessor under the Lease. Such attornment shall be effective immediately upon any such succession by the Trustee or the acquisition of the Leased Premises by such purchaser, as the case may be. The Tenant agrees to execute and deliver, at any time and from time to time within 10 days after the Trustee's request therefor, any instrument in appropriate form which, in the reasonable judgment of the Trustee, may be necessary or appropriate to evidence such attornment. If the Trustee succeeds to the rights of the Borrower under the Lease, the Lease shall be deemed to be a direct lease between the Trustee and Tenant, with the same force and effect as if directly executed by them; *provided, however*, that the Trustee shall not be (a) liable for any act or omission of any prior landlord (including the Borrower); (b) subject to any offsets or defenses which the Tenant may have against any prior landlord (including the Borrower) other than the limited right to abatement pursuant to Articles 9(C), 13 or 14 of the Lease and the rights accruing to the Tenant under Article 21(P) of the Lease; or (c) bound by any prepayment of rent or additional rent which the Tenant may have paid for more than the current month to any prior landlord (including the Borrower) other than as set forth in Article 3(A) of the Lease.

Section 3.3. Waivers. The Tenant further waives the provisions of any statute or rule of law, now or hereafter in effect, which may give, or purport to give, the Tenant or the Borrower any right or election to terminate or otherwise adversely to affect the Lease or the obligations of the Tenant thereunder in the event that the Trustee shall institute any proceeding against the Borrower under the Indenture, the Mortgage or otherwise. The Tenant will remain obligated under the Lease in accordance with its terms and, except as provided in Articles 13 and 14 of the Lease, the Tenant will not take any action to terminate, rescind or avoid the Lease notwithstanding (a) the bankruptcy, insolvency,

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reorganization, composition, readjustment, liquidation, dissolution, winding-up or other proceeding affecting the Borrower or any assignee or successor in interest to the Borrower in any such proceeding, (b) any action with respect to the Lease which may be taken by any trustee or receiver for the Borrower or of any assignee of the Borrower or successor in interest to the Borrower in any such proceeding or by any court in such proceeding, or (c) the provisions of Section 365(h)(1) of the Bankruptcy Code.

Section 3.4. Casualty and Condemnation Proceeds. The Tenant acknowledges and agrees that the terms of the Indenture shall govern with respect to the collection, application and disbursement of any and all Condemnation Awards or Casualty Insurance Proceeds.

SECTION 4. MISCELLANEOUS.

Section 4.1. Addresses for Notices and Demands; Payment of Rent. Any notice to or demand upon the Trustee may be served or presented, and such demand may be made, at the principal office of the Trustee, 311 West Monroe Street, 12th Floor, Chicago, Illinois 60606, Attention: Indenture Trust Division. Any notice to or demand upon the Tenant shall be deemed to have been sufficiently given or served by the Trustee for all purposes by being mailed by certified mail, postage prepaid, addressed to the Tenant at 101 East Erie Street, Chicago, Illinois 60611, Attention: Treasurer, or to the Tenant at such other address as may be filed in writing by the Tenant with the Trustee. Rent shall be paid as set forth below:

By bank wire transfer or other transfer of Federal or other immediately available funds on the due date (identifying each payment as Rush and Erie Associates (i) 6.25% Senior Secured Notes, Series A due 2000, (ii) 8.15% Senior Secured Notes, Series B due 2006, (iii) 6.25% Senior Secured Notes, Series C due 2009 or (iv) 8.30% Senior Secured Notes, Series D due 2004; Foote, Cone & Belding Advertising, Inc., lessee, principal or interest) to:

Harris Trust and Savings Bank
ABA #071000288
311 West Monroe Street
Chicago, Illinois 60606
Attention: Indenture Trust Division
Account #41-0962605
Reference: Rush and Erie Associates
Senior Secured Notes

Section 4.2. Successors and Assigns. Whenever in this Consent and Agreement any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included, and all the covenants, promises and agreements in this Consent and Agreement contained by or on behalf of the Tenant, or by or on behalf of the Trustee, shall bind and inure to the benefit of the respective successors and assigns, whether so expressed or not.

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Consent and Agreement

Section 4.3. Headings. The headings to the various paragraphs of this Consent and Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provisions of this Consent and Agreement. Neither this Consent and Agreement nor any provision hereof may be amended, modified, waived, discharged or terminated orally, but only by an instrument signed by the parties hereto. If any provision of this Consent and Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Consent and Agreement and any other application of such provision shall not be affected thereby.

Section 4.4. Counterparts. This Consent and Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall together constitute but one and the same Consent and Agreement. It shall not be necessary in making proof of this Consent and Agreement to produce or account for more than one such counterpart signed by the party against which enforcement of this Consent and Agreement is sought.

Section 4.5. Governing Law. The parties to this Consent and Agreement hereby agree that their respective rights and duties under this Consent and Agreement shall be governed by the law of the State of Illinois.

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Rush and Erie Associates

Consent and Agreement

IN WITNESS WHEREOF, the parties have caused this Consent and Agreement to be executed as of the day and year first above written.

FOOTE, CONE & BELDING ADVERTISING,
INC.

By Michael D. Alb
Its V.P. - TREASURER

HARRIS TRUST AND SAVINGS BANK, as
Trustee

By [Signature]
Its [Signature]

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EXHIBIT B

1. Lease with Hair Club for Men ^{Ltd.} dated AUGUST 20, 1992, REDACTED
2. Lease with Quick Stop dated JULY 1, 1991, REDACTED
YOGIKRUPA a/b/a

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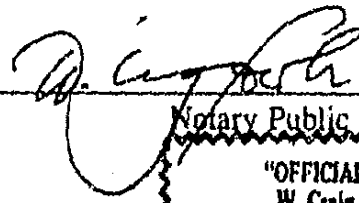
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Consent and Agreement

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for said County and State, personally came and appeared MICHAEL S. DUFFEY, to me known, who declared and acknowledged that he/she is the V.P. of FOOTE, CONE & BELDING ADVERTISING, INC., that as such duly authorized officer, he/she signed and executed the foregoing instrument, as the free and voluntary act and deed of said corporation, for and on behalf of said corporation, and for the objects and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 16th day of March, 1994.



Notary Public
"OFFICIAL SEAL"
W. Craig Fowler
Notary Public, State of Illinois
My Commission Expires 10/2/94

[NOTARIAL SEAL]

My commission expires: _____

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Rush and Eric Associates

Consent and Agreement

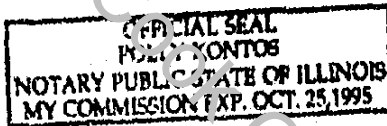
STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for said County and State, personally came and appeared FRANK A. PIERSON, to me known, who declared and acknowledged that he/~~she~~ is ASST. VICE PRESIDENT of HARRIS TRUST AND SAVINGS BANK, that as such duly authorized officer, he/she signed and executed the foregoing instrument, as the free and voluntary act and deed of said company, for and on behalf of said company, and for the objects and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 16th day of March, 1994.

Polly Kontos

Notary Public



[NOTARIAL SEAL]

My commission expires: _____

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DEFINITIONS

RE: RUSH AND ERIE ASSOCIATES

GENERAL PROVISIONS

The following terms shall have the following meanings for all purposes of the Operative Agreements referred to below, unless otherwise defined in an Operative Agreement or the context thereof shall otherwise require. In the case of any conflict between the provisions of this Definition Annex and the provisions of the main body of any Operative Agreement, the provisions of the main body of such Operative Agreement shall control the construction of such Operative Agreement.

References to agreements shall, unless the context otherwise requires, be deemed to mean and include such agreements as the same may be amended, supplemented, superseded or replaced from time to time.

DEFINED TERMS

"*ADA Reports*" shall mean that certain Americans with Disabilities Act Survey prepared by A. Epstein and Sons International Inc., dated March 7, 1994, as to the Mortgaged Premises.

"*ADA Requirements*" shall have the meaning set forth in Section 4.20 of the Indenture.

"*Additional Collateral Documents*" shall mean the Assignment of Leases, the Collateral Assignment of Contracts and Agreements, the Collateral Assignment of Beneficial Interest, the Collateral Assignment of Partnership Interest, the Subordination and Attornment Agreement and any other documents now or hereafter securing payment of the Notes.

"*Additional Rent*" shall mean the Additional Rent within the meaning of Article 4 of the Lease.

"*Affiliate*" shall mean any Person (a) which, directly or indirectly, through one or more intermediaries controls, or is controlled by, or is under common control with, the Beneficiary, (b) which beneficially owns or holds 5% or more of any class of the Voting Equity Interest of the Beneficiary, or (c) 5% or more of the Voting Stock (or, in the case of a Person which is not a corporation, 5% or more of the Voting Equity Interest) of which is beneficially owned or held by the Beneficiary or a Subsidiary. The term "*control*" means the possession, directly or indirectly, of the power to direct or cause the direction of the

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management and policies of a Person, whether through the ownership of the Voting Stock or Voting Equity Interest, by contract or otherwise.

"*Assignment of Leases*" shall mean the Assignment of Leases and Rents dated as of March 16, 1994 from the Borrower to the Trustee.

"*Base Rent*" shall mean the Base Rent as defined in Article 3 of the Lease.

"*Beneficiary*" shall mean Rush and Erie Associates, an Illinois limited partnership, and any Person succeeding to all or substantially all the Properties or business of Rush and Erie Associates.

"*Borrower*" shall mean the Beneficiary and the Land Trustee, collectively.

"*Building*" shall mean the building known as 101 E. Erie Street, Chicago, Illinois, composed of Floors 1-7 and underground parking structures owned by MWRD and 227,569 rentable square feet of office space located on Floors 8-20 and appurtenances thereto owned by the Borrower located on the land legally described in Exhibit B to the Lease.

"*Building Plans*" shall have the meaning given such term in Article 9(A)(ii) of the Lease.

"*Business Day*" shall mean any day except a Saturday, a Sunday, or a day on which banks in Illinois are required or are authorized to be closed for business.

"*Capital Component Fund*" shall mean the fund by that name established pursuant to Section 7.7 of the Indenture.

"*Capital Component Portion*" shall have the meaning given such term in Section 7.7 of the Indenture.

"*Capital Component Work*" shall have the meaning given such term in Article 7 of the Lease.

"*Casualty Insurance Proceeds*" shall mean proceeds of insurance payable in connection with any damage by fire or other casualty to the Mortgaged Premises exclusive of any amounts payable with respect to any Rent Loss Insurance.

"*Casualty Insurance Proceeds Fund*" shall mean the fund by that name established pursuant to Section 7.5 of the Indenture.

"*Closing Date*" shall mean March 16, 1994.

"*Code*" shall mean the Internal Revenue Code of 1986, as amended from time to time.

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Definition Annex

"*Collateral Assignment of Beneficial Interest*" shall mean the Collateral Assignment of Beneficial Interest—LaSalle National Trust, N.A. Trust No. 107491 dated as of March 1, 1994 from the Beneficiary to the Trustee.

"*Collateral Assignment of Contracts and Agreements*" shall mean the Collateral Assignment of Permits, Contracts and Agreements dated as of March 1, 1994 from the Borrower to the Trustee.

"*Collateral Assignment of Partnership Interest*" shall mean the Collateral Assignment of Partnership Interest dated as of March 1, 1994 from the General Partner, as assignor, to the Trustee.

"*Condemnation*" means any condemnation or taking of the Mortgaged Premises or any portion thereof by any public authority under the power of eminent domain, or taken in any manner for any public or quasi-public use.

"*Condemnation Award*" shall mean proceeds received as an award in connection with a Condemnation other than a Temporary Taking.

"*Condemnation Award Fund*" shall mean the fund by that name established pursuant to Section 7.6 of the Indenture.

"*Controlling General Partnership Interest*" shall mean a General Partnership Interest which permits the owner of such General Partnership Interest to direct the management of a general partnership or a limited partnership.

"*Debt Service Fund*" shall mean the fund by that name established pursuant to Section 7.2 of the Indenture.

"*Deed*" shall mean the Deed, Easement Agreement and Declaration of Restrictive Covenants dated March 16, 1994 and entered into by the MWRD and the Land Trustee.

"*Default*" shall mean any event which would constitute an Event of Default if any requirement in connection therewith for the giving of notice, or the lapse of time, or the happening of any further condition, event or act, had been satisfied.

"*DTC*" shall mean The Depository Trust Company, New York, New York, or any successor securities depository.

"*DTC Participant*" shall mean any securities broker dealer, bank, trust company, clearing corporation or other organization with Notes credited to an account maintained on its behalf by DTC.

"*Environmental Law*" shall mean any international, foreign, federal, state or local statute, law, regulation, order, consent decree, judgment, permit, license, code, covenant, deed restriction, common law, treaty, convention, ordinance or other requirement relating

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Definition Annex

to public health, safety or the environment, including, without limitation, those relating to releases, discharges or emissions to air, water, land or groundwater, to the withdrawal or use of groundwater, to the use and handling of polychlorinated biphenyls or asbestos, to the disposal, treatment, storage or management of hazardous or solid waste, or Hazardous Substances or crude oil, or any fraction thereof, or to exposure to toxic or hazardous materials, to the handling, transportation, discharge or release of gaseous or liquid Hazardous Substances and any regulation, order, notice or demand issued pursuant to such law, statute or ordinance, in each case applicable to the property of the Borrower or the operation, construction or modification of any thereof, including without limitation the following: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and the Hazardous and Solid Waste Amendments of 1984, the Hazardous Materials Transportation Act, as amended, the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1976, the Safe Drinking Water Control Act, the Clean Air Act of 1966, as amended, the Toxic Substances Control Act of 1976, the Occupational Safety and Health Act of 1977, as amended, the Emergency Planning and Community Right-to-Know Act of 1986, the National Environmental Policy Act of 1975, the Oil Pollution Act of 1990 and any similar or implementing state law, and any state statute and any further amendments to these laws providing for financial responsibility for cleanup or other actions with respect to the release or threatened release of Hazardous Substances or crude oil, or any fraction thereof and all rules, regulations, guidance documents and publication promulgated thereunder.

"*Equity Interest*" shall mean, in the case of a corporation, stock of any class and, in the case of a partnership or a limited partnership, a General Partnership Interest or a Limited Partnership Interest.

"*ERISA*" shall mean the Employee Retirement Income Security Act of 1974, as amended, and any successor statute of similar import, together with the regulations thereunder, in each case as in effect from time to time. References to sections of ERISA shall be construed to also refer to any successor sections.

"*ERISA Affiliate*" shall mean any corporation, trade or business that is, along with the Beneficiary, a member of a controlled group of corporations or a controlled group of trades or businesses, as described in Section 414(b) and 414(c), respectively, of the Code, or Section 4001 of ERISA.

"*Event of Default*" shall mean any of the Events of Default referred to in Section 8.1 of the Indenture.

"*Excess Cash Flow Fund*" shall mean the fund by that name established pursuant to Section 7.9 of the Indenture.

"*Existing Collateral Documents*" shall mean those security documents delivered in connection with the Existing Notes.

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"*Guaranties*" by any Person shall mean all obligations (other than endorsements in the ordinary course of business of negotiable instruments for deposit or collection) of such Person guaranteeing, or in effect guaranteeing, any Indebtedness, dividend or other obligation of any other Person (the "*primary obligor*") in any manner, whether directly or indirectly, including, without limitation, all obligations incurred through an agreement, contingent or otherwise, by such Person: (i) to purchase such Indebtedness or obligation or any property or assets constituting security therefor, (ii) to advance or supply funds (x) for the purchase or payment of such Indebtedness or obligation, (y) to maintain working capital or other balance sheet condition or otherwise to advance or make available funds for the purchase or payment of such Indebtedness or obligation, (iii) to lease property or to purchase Securities or other property or services primarily for the purpose of assuring the owner of such Indebtedness or obligation of the ability of the primary obligor to make payment of the Indebtedness or obligation, or (iv) otherwise to assure the owner of the Indebtedness or obligation of the primary obligor against loss in respect thereof.

"*Hazardous Substance*" shall mean any hazardous or toxic material, substance or waste, pollutant or contaminant which is regulated under any statute, law, ordinance, rule or regulation of any local, state, regional, federal or foreign authority having jurisdiction over the property of the Borrower or its use, including but not limited to any material, substance or waste which is: (a) defined as a hazardous substance under Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1317) as amended; (b) regulated as a hazardous waste under Section 1004 or Section 3001 of the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §6901 *et seq.*), as amended; (c) defined as a hazardous substance under Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 *et seq.*), as amended, or (d) defined or regulated as a hazardous substance or hazardous waste under any rules or regulations promulgated under any of the foregoing statutes.

"*Indebtedness*" of any Person shall mean, without duplication (a) all items except capital stock, surplus and surplus reserves which, in accordance with generally accepted accounting principles, are liabilities upon a balance sheet of such Person, (b) rents payable by such Person under all leases (whether or not capitalized on the books of such Person in accordance with generally accepted accounting principles) having a fixed term of one year or more from the original date or which are renewable or extendible by the lessee for a period or periods aggregating one year or more from the original date, (c) all indebtedness, obligations and liabilities secured by any lien existing on Property owned by such Person subject to such lien, whether or not such indebtedness, obligations or liabilities have been assumed, and (d) all guarantees (whether by discount or otherwise), endorsements (other than for collection or deposit in the ordinary course of business) and other contingent obligations to purchase, or otherwise acquire, or become liable upon or in respect of, the indebtedness, obligations or liabilities of any Person or other entity whether or not reflected in the balance sheet of such Person; *provided, however*, that in no event shall Indebtedness of any Person include trade payables of such Person incurred in the ordinary course of business.

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"Existing Notes" shall have the meaning ascribed to such term in Section 3.20 of the Indenture.

"FCB Bankruptcy Event" shall mean any of the following:

(a) a custodian, liquidator, trustee or receiver is appointed for FCB Communications or for the major part of its property and is not discharged within 60 days after such appointment; or

(b) FCB Communications shall admit in writing its inability generally to pay its debts as they become due or makes an assignment for the benefit of creditors, or FCB Communications applies for or consents to the appointment of a custodian, liquidator, trustee or receiver or for the major part of its property; or

(c) bankruptcy, reorganization, arrangement or insolvency proceedings, or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors, are instituted by or against FCB Communications and, if instituted against FCB Communications, are consented to or are not dismissed within 60 days after such institution.

"FCB Communications" shall mean Foote, Cone & Belding Communications, Inc., a Delaware corporation, and any Person succeeding to all or substantially all of the Properties and business of Foote, Cone & Belding Communications, Inc.

"FCB Payments" shall have the meaning assigned to such term in Section 14.1(a) of the Indenture.

"FCB Sharing Fund" shall mean the fund by that name established pursuant to Section 7.8 of the Indenture.

"General Partner" shall mean W/H Partnership No. 1, an Illinois general partnership, the General Partners of which are John W. Higgins, Matthew M. Walsh, Jr. and Daniel J. Walsh.

"General Partnership Interest" shall mean the interest of a general partner in a general partnership and the interest of a general partner in a limited partnership.

"Governmental Body" shall mean the United States, the State of Illinois, and any political subdivision thereof and any agency, department, commission, board, bureau or instrumentality of any of them which exercises jurisdiction over the Mortgaged Premises, construction thereon, the use of improvements thereto or the availability of ingress or egress thereto or of gas, water, electricity or sewerage facilities therefor.

"Governmental Requirement" shall mean any law, ordinance, order, rule or regulation of a Governmental Body.

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"*Independent Architect*" shall mean A. Epstein and Sons International, Inc. or any other Person reasonably acceptable to the Requisite Holders.

"*Independent Engineer*" shall mean Johnson Controls Worldwide, Inc. or any other Person reasonably acceptable to the Requisite Holders.

"*Initial Term*" shall mean shall mean the period beginning March 16, 1994 and ending March 15, 2014.

"*Institutional Investor*" means any of the following Persons existing under the laws of the United States of America or any state thereof or of Canada or of any province thereof: (a) any bank, savings institution, trust company or national banking association, acting for its own account or in a fiduciary capacity, (b) any charitable foundation, (c) any insurance company, (d) any fraternal benefit society, (e) any pension, retirement or profit sharing trust or fund for which any bank or trust company, national banking association or investment adviser registered under the Investment Advisers Act of 1940, as amended, is acting as trustee or agent or (f) any investment company, as defined in the Investment Company Act of 1940, as amended.

"*Landlord*" shall mean the Borrower or any successor landlord under the Lease as a result of foreclosure or deed in lieu of foreclosure as or otherwise permitted by the provisions of the Indenture.

"*Land Trust Agreement*" shall mean that certain trust agreement dated December 21, 1983 between the Beneficiary and the Land Trustee.

"*Land Trustee*" shall mean LaSalle National Trust, N.A., as trustee under a Trust Agreement dated December 21, 1983.

"*Late Rate*" shall mean an interest rate per annum equal to the lesser of (a) the highest rate permitted by applicable law and (b) with respect to each Series of Notes, the Specified Rate plus 2% per annum.

"*Lease*" shall mean the Office Lease dated as of March 16, 1994 between the Borrower, as lessor, and the Tenant, as lessee, pursuant to which the Borrower leased the Leased Premises to the Tenant and in respect of which all right, title and interest of the Borrower thereto has been assigned to the Trustee pursuant to the Assignment of Leases.

"*Lease Payment Fund*" shall mean the fund by that name established pursuant to Section 7.1 of the Indenture.

"*Leased Premises*" shall mean those portions of the Mortgaged Premises identified in Section 5A of the Lease.

"*Lien*" shall mean any interest in Property securing an obligation owed to, or a claim by, a Person other than the owner of the Property, whether such interest is based on the

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Rush and Erie Associates

Definition Annex

by the Federal Reserve System and which establishes yields on actively traded U.S. Government Securities adjusted to constant maturities or, if such statistical release is not published at the time of any determination hereunder, then such other reasonably comparable index which shall be designated by the Requisite Holders.

"*Weighted Average Life to Maturity*" of the principal amount of the Notes being prepaid shall mean, as of the time of any determination thereof, the number of years obtained by dividing the then Remaining Dollar-Years of such principal by the aggregate amount of such principal. The term "*Remaining Dollar-Years*" of such principal shall mean the amount obtained by (1) multiplying (x) the remainder of (i) the amount of principal that would have become due on each scheduled payment date if such prepayment had not been made less (ii) the amount of principal on the Notes scheduled to become due on such date after giving effect to such prepayment and the application thereof in accordance with Section 6.6 of the Indenture by (y) the number of years (calculated to the nearest one-twelfth) which will elapse between the date of determination and such scheduled payment date, and (2) totaling the products obtained in (1).

"*Moody's*" shall mean Moody's Investors Service, Inc.

"*Mortgage*" shall mean the Mortgage, Assignment of Leases and Rents and Security Agreement dated as of March 1, 1994 made by the Borrower to the Trustee for the benefit of the holders of the Notes.

"*Mortgaged Premises*" shall mean the property conveyed to the Trustee as security for the Notes as more fully described in the granting clauses to the Mortgage, consisting of 227,569 rentable square feet of office space located on Floors 8-20 of the Building together with all easements necessary for the use and operation of such Floors and elevators and parking areas for such Floors, all improvements thereto and all income therefrom, all currently located on the Real Property, together with all of Borrower's rights and interests under all reciprocal easement and operating agreements executed in connection therewith.

"*Multiemployer Plan*" shall have the same meaning as in ERISA.

"*MWRD*" shall mean the Metropolitan Water Reclamation District of Greater Chicago, and its successors and assigns.

"*Non-Operating Expense*" shall mean \$50,000 annually or such other amount as shall be certified to the Trustee by the Borrower as constituting the annual expenses (other than Operating Expenses) to be incurred by the Borrower under the provisions of the Indenture or the Additional Collateral Documents or otherwise in connection with the ownership or operation of the Leased Premises.

"*Non-Operating Expense Fund*" shall mean the fund by that name established pursuant to Section 7.4 of the Indenture.

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common law, statute or contract, and including but not limited to the security interest lien arising from a mortgage, encumbrance, pledge, conditional sale or trust receipt or a lease, consignment or bailment for security purposes. The term "Lien" shall include reservations, exceptions, encroachments, easements, rights-of-way, covenants, conditions, restrictions, leases and other title exceptions and encumbrances (including, with respect to stock, stockholder agreements, voting trust agreements, buy-back agreements and all similar arrangements) affecting Property.

"*Limited Offering Memorandum*" shall mean the Limited Offering Memorandum dated March 16, 1994 with respect to the Notes.

"*Limited Partners*" shall mean Walsh Construction Associates, Walsh, Higgins & Company, Lurgura Brothers Realty, an Indiana general partnership, and 101 East Eric Investors, an Illinois limited partnership.

"*Limited Partnership Interest*" shall mean the interest of a limited partner in a limited partnership.

"*Make-Whole Amount*" shall mean in connection with the prepayment or acceleration of the Notes of any Series the excess, if any, of (a) the aggregate present value as of the date of such prepayment of each dollar of principal being prepaid (taking into account the application of such prepayment required by Section 6.6 of the Indenture) and the amount of interest at the Specified Rate applicable to such Series (exclusive of interest accrued to the date of prepayment) that would have been payable in respect of such dollar if such prepayment had not been made, determined by discounting such amounts at the Reinvestment Rate from the respective dates on which they would have been payable, over (b) 100% of the principal amount of the outstanding Notes. If the Reinvestment Rate is equal to or higher than the Specified Rate applicable to such Series, the Make-Whole Amount shall be zero. For purposes of any determination of Make-Whole Amount,

"*Reinvestment Rate*" shall mean 0.50%, plus the arithmetic mean of the yields for the two columns under the heading "Week Ending" published in the Statistical Release under the caption "Treasury Constant Maturities" for the maturity (rounded to the nearest month) corresponding to the Weighted Average Life to Maturity of the principal being prepaid (taking into account the application of such prepayment required by Section 6.6 of the Indenture) as at the payment date. If no maturity exactly corresponds to such Weighted Average Life to Maturity, yields for the two published maturities most closely corresponding to such Weighted Average Life to Maturity shall be calculated pursuant to the immediately preceding sentence and the Reinvestment Rate shall be interpolated from such yields on a straight-line basis, rounding in each of such relevant periods to the nearest month. For the purposes of calculating the Reinvestment Rate, the most recent Statistical Release published prior to the date of determination of the Make-Whole Amount shall be used.

"*Statistical Release*" shall mean the then most recently published statistical release designated "H.15(519)" or any successor publication which is published weekly

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"Note" shall mean any of, and "Notes" shall mean all of, the then outstanding Notes as defined in Section 2.1 of the Indenture. The term "outstanding" when used with reference to Notes shall mean, as of any particular time, all Notes authenticated and delivered by the Trustee under the Indenture, except:

- (a) Notes theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;
- (b) Notes for the payment or prepayment of which moneys in the necessary amount shall have been deposited in trust with the Trustee not more than thirty days prior to the date of such payment or prepayment; *provided*, that if such Notes are to be prepaid prior to the maturity thereof, notice of such prepayment shall have been given as in Section 6.5 of the Indenture provided, or provision satisfactory to the Trustee shall have been made for giving such notice;
- (c) Notes in lieu of or in substitution for which other Notes shall have been authenticated and delivered pursuant to the terms of Section 2.5 of the Indenture; and
- (d) Notes held or acquired by the Borrower or any of its Affiliates.

"Noteholder," "Holder" or "holder" means a Person in whose name a Note is registered in the Register.

"Note Payment Date" shall mean the first day of each month commencing April 1, 1994 and continuing until the maturity date of the related Series of Notes or any date on which a prepayment of the Notes is required to be made pursuant to Section 6.3 or 6.4 of the Indenture.

"Officer's Certificate" shall mean, in the case of the Beneficiary, the general partner of the Beneficiary, and, in the case of the Land Trustee, an authorized officer of the Land Trustee and, in the case of each of the Tenant and FCB Communications, shall mean its chief financial officer.

"Operating Expense Fund" shall mean the fund by that name established pursuant to Section 7.3 of the Indenture.

"Operating Expenses" shall have the meaning given such term in Article 4(B)(4) of the Lease.

"Operative Agreements" shall mean the Lease, the Indenture, the Notes, the Mortgage and the Additional Collateral Documents.

"Opinion of Counsel" shall mean an opinion in writing signed by legal counsel who shall be satisfactory to the Trustee, and who may be counsel to the Borrower.

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Rush and Erie Associates

Definition Annex

"*Parking Rent*" shall mean all amounts payable by the Tenant to the Borrower under the Lease for the right to use all fifty underground parking spaces in the Building.

"*Partnership Agreement*" shall mean the Rush and Erie Associates Agreement and Certificate dated May 30, 1984, as amended by Amendment No. 1 thereto dated December 26, 1985 and by those certain Letter Agreements dated January 29, 1986 and February 15, 1986.

"*PBGC*" means the Pension Benefit Guaranty Corporation and any entity succeeding to any or all of its functions under ERISA.

"*Permitted Encumbrances*" with respect to the Mortgaged Premises shall mean any of the following:

- (i) The lien of any Additional Collateral Documents.
- (ii) Any Liens thereon for Taxes and other governmental and similar charges not due and payable or the amount or validity of which is being contested by the Partnership in accordance with Section 4.2 of the Indenture.
- (iii) Any Liens of mechanics, suppliers, materialmen and laborers for work or services performed or materials furnished in connection with such property which are not due and payable or the amount or validity of which is being contested by the Partnership in accordance with Section 4.2 of the Indenture.
- (iv) Covenants and conditions contained in that certain Deed, Easement Agreement and Declaration of Restrictive Covenants recorded March 16, 1994 as Document No. 94238923 in the Office of the Recorder of Deeds for Cook County, Illinois.
- (v) Lease between LaSalle National Trust, N.A., not individually but as trustee under a Trust Agreement dated December 21, 1983 and known as Trust No. 107491 and Rush and Erie Associates, as lessor, and Foote, Cone & Belding Advertising, Inc., as lessee, a memorandum of which was recorded on March 16, 1994 as Document No. 94243394 in the Office of the Recorder of Deeds for Cook County, Illinois.
- (vi) Lease between Foote, Cone & Belding Advertising, Inc., as lessor, and Rush and Erie Associates, as lessee.
- (vii) Parking License by and between the Tenant and the Partnership.
- (viii) The Service Leases.
- (ix) Assignment of Lessor's Interest in Leases and Rents dated March 16, 1994 from the Beneficiary in favor of the Tenant.

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(x) Decree in the Circuit Court of Coole County in the cause entitled "Walsh, Higgins & Company vs. Metropolitan Sanitary District of Greater Chicago," Case No. 83L 59038 recorded in the office of the Recorder of Deeds, Cook County, Illinois as Document No. 26,933,524.

"Permitted Investments" means: (a) direct obligations of the United States of America or obligations for which the full faith and credit of the United States of America is pledged to provide for the payment of principal and interest; (b) repurchase agreements which are collateralized by securities described in clause (a) with a market value of not less than 102% of the repurchase price payable thereunder, with all such securities to be held by the Trustee or a custodian on behalf of the Trustee; (c) certificates of deposit or time deposits of commercial banks in the United States with capital and surplus of at least \$100,000,000 (including the Trustee if it has capital and surplus of at least \$100,000,000) and whose long-term certificates of deposit are at the time of acquisition thereof rated "Au" or better by Moody's or "AA" or better by S&P; and (d) commercial paper having the highest credit rating by Moody's or S&P.

"Person" shall mean an individual, partnership, corporation, trust, unincorporated association or other organization, or a government or any department or agency thereof.

"Plan" means a "pension plan," as such term is defined in ERISA, established or maintained by the Beneficiary or any ERISA Affiliate or as to which the Beneficiary or any ERISA Affiliate contributed or is a member or otherwise may have any liability.

"Prepaid Rent" shall mean amounts paid in any month which exceed the amount payable as Rent for such month and designated by the Tenant as a prepayment of Rent, but in no event shall Prepaid Rent include amounts payable by the Tenant pursuant to Section 14.1 of the Indenture.

"Prepaid Rent Account" shall mean the account by that name established pursuant to Section 7.1 of the Indenture.

"Prior Lease" shall mean the lease between the Borrower and the Tenant dated November 1, 1984.

"Prime Rate" shall mean the rate which Harris Trust and Savings Bank announces from time to time as its prime lending rate as in effect from time to time.

"Property" shall mean any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

"Property Management Contract" shall mean the Management Agreement dated March 17, 1984 between the Borrower and WHC.

"Real Property" shall mean the land, easements and rights legally described in Exhibit A to the Mortgage.

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"Record Date" shall mean, with respect to each Note Payment Date, the fifteenth day of the month (whether or not a Business Day) immediately preceding such Note Payment Date (e.g., January 15 for any Note Payment Date occurring on February 1, February 15 for any Note Payment Date occurring on March 1, etc.).

"Register" shall have the meaning specified in Section 2.4 of the Indenture.

"Release Date" shall mean, with respect to the PCB Sharing Fund, such date on or after March 15, 2004 on which (i) \$2,472,079 shall be on deposit in the PCB Sharing Fund and (ii) the Borrower shall have certified to the Trustee that no Default or Event of Default shall exist and be continuing hereunder.

"Rent" shall mean, collectively, the Base Rent and the Additional Rent.

"Rent Loss Insurance" shall mean that insurance described in Section 4.3(a)(ii) of the Indenture.

"Rent Loss Insurance Proceeds" shall mean proceeds from Rent Loss Insurance for on-site and off-site risks with respect to the Leased Premises.

"Reportable Event" shall have the same meaning as in ERISA.

"Requisite Holders" shall mean the Holders of not less than 66-2/3% in aggregate principal amount of the Notes then outstanding.

"S&P" shall mean Standard & Poor's Corporation.

"Secured Indebtedness" shall mean the outstanding Notes and all principal thereof, premium, if any, and interest thereon and all additional amounts and other sums at any time due and owing from and required to be paid by the Borrower under the terms of the outstanding Notes, the Mortgage, the Indenture, the Assignment of Leases, the Collateral Assignment of Beneficial Interest and the other Additional Collateral Documents.

"Security" shall have the same meaning as in Section 2(1) of the Securities Act of 1933, as amended.

"Series A Notes" shall mean the 6.25% Senior Secured Notes, Series A due October 1, 2000 of the Borrower identified in Section 2.1 of the Indenture.

"Series B Notes" shall mean the 8.15% Senior Secured Notes, Series B, due June 1, 2006 of the Borrower identified in Section 2.1 of the Indenture.

"Series C Notes" shall mean the 8.25% Senior Secured Notes, Series C due July 1, 2009 of the Borrower identified in Section 2.1 of the Indenture.

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Definition Annex

"*Series D Notes*" shall mean the 8.30% Senior Secured Notes, Series D due March 1, 2014 of the Borrower identified in Section 2.1 of the Indenture.

"*Service Leases*" shall mean collectively, that certain Lease Agreement dated August 20, 1992 between the Beneficiary and Hair Club for Men, Ltd. and that certain Lease Agreement dated July 1, 1991 between the Beneficiary and Yogikrupa, Inc. d/b/a Quick Stop between the Beneficiary and each of the Sub-Subtenants.

"*Specified Rate*" shall mean 6.25% in the case of the Series A Notes, 8.15% in the case of the Series B Notes, 8.25% in the case of the Series C Notes and 8.30% in the case of the Series D Notes.

"*Sublease*" shall mean the Sublease Agreement entered into as of March 16, 1994 from the Tenant (as landlord) to the Beneficiary (as tenant) with respect to the 8th and 9th floors of the Building and 22 parking spaces in the Building.

"*Subordination and Attornment Agreement*" shall mean the Consent to Assignment of Leases and Rents, Subordination Non-Disturbance and Attornment Agreement dated as of March 1, 1994 between the Tenant and the Trustee.

The term "*subsidiary*" shall mean, as to any parent business entity, any business entity of which such parent business entity, directly or indirectly, (i) in the case of any corporation, beneficially owns more than 50% (by number of votes) of the Voting Stock or (ii) in the case of any partnership, owns a Controlling General Partnership Interest and more than 50% of the Limited Partnership Interests, in the case of any Limited Partnership Interest.

The term "*Subsidiary*" shall mean a subsidiary of the Beneficiary.

"*Sub-Sublease*" shall mean any agreement (other than the Sublease) entered into by the Beneficiary and any other Person with respect to any lease of the 8th or 9th floors of the Building.

"*Sub-Subtenant*" shall mean any Person other than WHC that is a party to a sub-sublease with the Beneficiary.

"*Tax Escrow Account*" shall mean the account by that name established pursuant to Section 7.3 of the Indenture.

"*Taxes*" shall mean all taxes, assessments (including assessments for benefits from public works and improvements whenever begun or completed), levies, fees, water and sewer rents and charges, and all other governmental charges, general and special, ordinary and extraordinary, and whether or not within the contemplation of the parties hereto, which are at any time levied upon or against the Borrower or the Mortgaged Premises or any part thereof or upon the Mortgage or any of the Additional Collateral Documents or upon the

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Rush and Eric Associates

Definition Annex

revenues, rents, issues, income or profits in respect of the Mortgaged Premises, or arising in respect of the occupancy, use or possession thereof.

"*Temporary Taking*" shall mean any Condemnation for a period of two years or less which does not result in a termination of the Lease.

"*Temporary Taking Proceeds*" shall mean proceeds received as an award in connection with a Temporary Taking.

"*Tenant*" shall mean Foote, Cone & Belding Advertising, Inc., a Delaware corporation, and any Person succeeding to all or substantially all of the Properties and business of Foote, Cone & Belding Advertising, Inc.

"*Tenant's Undertaking*" shall have the meaning given such term in Article 25(B) of the Lease.

"*Term*" shall have the meaning given such term in Article 1 of the Lease.

"*Title Company*" shall mean TICOR Title Insurance Company.

"*Trust*" shall mean that certain trust holding title to the Mortgaged Premises formed pursuant to a Trust Agreement dated December 21, 1983 with the Land Trustee and known as Trust No. 107491.

"*Trust Estate*" shall have the meaning given such term in the recitals and granting clause to the Indenture.

"*UCC Code*" shall mean the Uniform Commercial Code of Illinois, 810 ILCS 5/1-101 *et seq.*, as amended.

"*Voting Equity Interest*" shall mean the Voting Stock of a corporation and the General Partnership Interest of a partnership.

"*Voting Stock*" shall mean Securities of any class or classes of a corporation, the holders of which are ordinarily, in the absence of contingencies, entitled to elect a majority of the corporate directors (or Persons performing similar functions).

"*WHC*" means Walsh, Higgins & Company, an Illinois corporation, and any Person succeeding to all or substantially all the Properties and business of Walsh, Higgins & Company.

"*W/H Partnership No. 1 Partnership Agreement*" shall mean the W/H Partnership No. 1 Agreement dated January 1, 1984, as amended by Amendment No. 1 to W/H Partnership No. 1 Agreement dated March 16, 1994, each among the partners thereto.

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Consent and Agreement

LEGAL DESCRIPTION OF REAL PROPERTY

That portion of the North 149 feet of the West 150 feet of Block 34 in Kinzie's Addition to Chicago, a Subdivision of the North fractional Section 10 Township 39 North, Range 14 East of the Third Principal Meridian, (also described as the Northwest Quarter of Block 34 and the North 40 feet of the Southwest Quarter of Block 34 in Kinzie's Addition as aforesaid) in Cook County, Illinois, which is described and defined as Air Lot B in that certain Deed, Easement Agreement and Declaration of Restrictive Covenants recorded in the Recorder of Deeds of Cook County, Illinois as Document No. 94238923.

Address for identification: 101 East Erie Street, Chicago, Illinois 60611

Permanent Index Numbers: 17-10-113-007-0000

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EXHIBIT A
(to Consent and Agreement)

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