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**EASEMENT AGREEMENT
AND AMENDMENT TO DECLARATION**

This Easement Agreement and Amendment to Declaration (this "Agreement") is made as of June 10, 1996 by and among Kemper/Prime Industrial Partners, an Illinois general partnership ("Grantor"), Torrence Partners Limited Partnership, an Illinois limited partnership ("Grantee") and each of the following Illinois limited partnerships (referred to in this Agreement together with Grantor, each as an "Owner") and collectively as "Owners"): Enterprise Center VII, L.P., ("ECVII"); Enterprise Center VIII, L.P. ("ECVIII"); Enterprise Center IX, L.P., ("ECIX"); and Enterprise Center X, L.P. ("ECX").

R E C I T A L S

Owners and Grantor are all of the owners of lots 1 through 19 (each a "Lot" and collectively the "Lots") in Chicago Enterprise Center subdivision to the City of Chicago, Cook County, Illinois, as shown in Plat recorded in Cook County, Illinois as document No. 93397195 (the "Plat"). Lots 1 through 19 are sometime collectively referred to in this Agreement as the "Complex". The respective Owner of each Lot is identified on attached Exhibit A.

Owners have previously entered into a Declaration of Covenants, Conditions, Restrictions and Easements for Chicago Enterprise Center made as of December 30, 1994 to be effective as of May 25, 1993, and recorded in Cook County, Illinois as Document No. 95080794 (the "Declaration").

Lot 19 in the Complex is improved with an approximately 15,600 square foot building and ancillary facilities (the "Building") used as a material recycling facility in which reclaimed glass and metal containers are temporarily stored or collected (including storage outside of the Building), processed and separated, and sorted, cleaned, bundled, ground, crushed or compounded (the "Existing Use").

Concurrently with this Agreement, Grantee is purchasing Lot 19 in the Complex from Grantor. The Owners and Grantee desire to separate Lot 19 from the rest of the Complex so that the reciprocal easements and covenants established under the Declaration and the Plat no longer apply to Lot 19, and to grant new easements and establish new covenants with respect to Lot 19, as set forth in this Agreement.

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AGREEMENT

THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I AMENDMENTS TO DECLARATION

Section 1.1 Mutual Release

1.1.1 Each Owner, for itself and its successors and assigns, hereby releases and quitclaims to Grantee all easements and other rights, title and interests of such Owner in and to Lot 19 under the Declaration and the Plat.

1.1.2 Grantee, for itself and its successors and assigns, hereby releases and quitclaims to each Owner all easements and other rights, title and interest of Grantee under the Declaration in and to the Lots of such Owner and the Plat.

Section 1.2 Amendment to Declaration

Exhibit A to the Declaration is hereby amended by deleting the reference to Lot 19 from the legal description of the real estate which is subject to the Declaration. From and after the date of this Agreement, (i) the term "Property" as used in the Declaration shall mean and refer only to Lots 1 through 18, inclusive, and shall not include Lot 19, and (ii) Lot 19 shall not be deemed to be a "Tract" as such term is used in the Declaration.

Section 1.3 No Further Liability

1.3.1 From and after the date of this Agreement, Owners shall have no further liability, or obligation to Grantee or any occupant of Lot 19 under or by reason of the Declaration.

1.3.2 From and after the date of this Agreement, Grantee shall have no liability or obligation to any Owner under or by reason of the Declaration.

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Section 1.4 Continuing Agreement

The Declaration shall remain in full force and effect with respect to Lots 1 through 18, as expressly amended by this Agreement.

ARTICLE II GRANT OF EASEMENTS

Section 2.1. Ingress and Egress

2.1.1 Grantor hereby grants to Grantee a non-exclusive easement appurtenant to Lot 19 over, upon and across the existing access road located on Lot 17, as shown on attached Exhibit B (the "Access Drive") for the sole and exclusive purpose of providing Grantee, its tenants and their respective employees, customers, agents and invitees having business on Lot 19 with vehicular ingress and egress to, from and between Lot 19 and Torrence Avenue (the "Access Easement").

2.1.2 Grantee shall not store property or park motor vehicles upon the Access Easement; provided, however, Grantee shall be entitled temporarily to park motor vehicles upon the Access Drive so long as such temporary parking shall not interfere in any material respect with the use of the Access Easement reserved to Owners in Section 2.1.4 or otherwise interfere with the ongoing operation, maintenance and repair of the Complex, including without limitation, the unimpeded use of the Access Drive by tenants of the Complex and other persons or entities entitled to use the same; and provided further that any such vehicles shall be solely at the risk of Grantee.

2.1.3 Grantor reserves and retains the right to convey rights-of-way and easements for utility services to such other persons or entities as Grantor may deem proper; provided, however, that such rights-of-way and easements shall not materially and adversely interfere with the use of the Access Easement for ingress and egress purposes as herein set forth.

2.1.4 Grantor, for itself and each of the Owners, reserves and retains the right to use the Access Easement for purposes reasonably necessary for the development, security and maintenance of the Access Easement as an integral part of the Complex, including but not limited to the right to install speed bumps, stop signs, traffic lights and the like, the right to landscape any median areas contained within the Access Easement, the right to temporarily park vehicles and store property thereon and the right to temporarily block off certain portions thereof from time to time or at regular times in accordance with prudent standards and practices prevailing in the industry; provided, however, that such use of the Access Easement shall not materially

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and adversely interfere with the use and enjoyment of said easement for ingress and egress as herein set forth.

2.1.5 So long as Grantor or any other Owner maintains the Access Drive, Grantee shall pay its proportionate share of the costs of maintaining the Access Drive as provided in Article III; provided, however, that neither Grantor nor any Owner shall be obligated to continue maintaining the Access Drive. Grantee shall have the right (but not the obligation) to make repairs to and maintain the Access Drive at any time or from time to time if the condition of the Access Drive materially interferes with or has a material adverse impact on use of the Access Drive by occupants using Lot 19 for purposes permitted under this Agreement. No Owner shall be liable to pay or contribute for the cost of any such maintenance or repairs by Grantee unless such Owner or its tenants are also then using the Access Drive, in which case, each such Owner shall pay its proportionate share of costs in the proportion that the square foot area of the buildings on such Owner's Lot or Lots to which access is being made over the Access Drive bears to the total square foot area of the buildings on all Lots (including Lot 19) then making use of the Access Drive.

Section 2.2 Railroad Tracks

2.2.1 Each of Grantor (as to Lot 17), ECX (as to Lot 12), ECIX (as to Lots 13, 14, and 15) and ECVII (as to Lot 16) hereby grants to Grantee a non-exclusive easement appurtenant to Lot 19 over, upon and across the portion of its respective Lot or Lots which is depicted on the Plat as "Easement for Railroad Purposes" and "Railroad Easement" and the railroad tracks now or hereafter located on the Complex ("Railroad Tracks"), for the sole and exclusive purpose of providing rail access to Lot 19 ("Railroad Easement").

2.2.2 The Railroad Easement shall be used in such a manner so as not to obstruct or prevent the use of such easement or the Railroad Tracks for like purposes by all other persons entitled to the use of connecting railways within the Complex. Grantor or Owners may promulgate reasonable rules and regulations regarding use and enjoyment of the Railroad Tracks including, without limitation, establishing safety procedures and guidelines, instituting operating restrictions and conditions and implementing rules designed to coordinate rail traffic, and Grantee shall be bound thereby.

2.2.3 Grantor, ECX, ECIX and ECVIII each hereby reserves the right to utilize the portion of its Lot or Lots burdened by the Railroad Easement for such purposes as do not materially and adversely interfere with Grantee's use and enjoyment of the Railroad Easement including, without limitation, the right to install signage, perform maintenance, construct crossings, maintain clearances, and take such further action as may be appropriate to

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maintain the Railroad Tracks as an integral part of the Complex. Without limiting the generality of the foregoing, Owners shall have the right to grant such other easements, rights or privileges to such persons and for such purposes as the granting party in its discretion may select, so long as such purposes do not materially and adversely interfere with Grantee's use and enjoyment of the Railroad Easement.

2.2.4 Owners shall have no obligation to maintain the Railroad Tracks, but so long as Grantor or any Owner expends funds to maintain the Railroad Tracks, Grantee shall contribute to such cost of maintenance as provided in Article III. Grantee shall have the right to maintain and repair the Railroad Tracks so long as Grantee continues to use them for rail access to Lot 19. No Owner shall be obligated to contribute to the cost of any such maintenance or repairs by Grantee unless such Owner or its tenants are also making use of the Railroad Tracks, in which case each such Owner shall pay its proportionate share of costs in the proportion that the square foot area of the buildings on its Lot or Lots for which rail access is then being used bears to the total square foot area of the buildings on all Lots (including Lot 19) then using the Railroad Tracks. If at any time the Railroad Tracks or any portion thereof are not being used by the owners or occupants of Lot 19 for rail access, any Owner of a Lot burdened by the Railroad Easement may notify Grantee in writing of its intention to terminate the Railroad Easement as to the portion of the tracks which are no longer being used, which notice ("Termination Notice") shall be recorded in the office of the Recorder of Deeds of Cook County, Illinois. Grantee shall have a period of 60 days from and after a date certain stated in the Termination Notice (which date shall not be earlier than the date of delivery of such notice to Grantee) in which to deliver to the notifying party and record in the office of the Recorder of Deeds of Cook County, an affidavit certifying that (i) the occupants of Lot 19 have not abandoned use of such portion of the Railroad Easement and (ii) Grantee has paid all amounts required to be contributed by Grantee hereunder for maintenance of the Railroad Easement. If Grantee does not deliver and record such an affidavit within the time period provided in this Agreement, the Railroad Easement shall be deemed terminated as to the portion thereof identified in the Termination Notice.

Section 2.3. Water Lines.

2.3.1 Each of Grantor (as to Lot 17), ECVIII (as to Lot 11) and ECX (as to Lot 12) hereby grants to Grantee a non-exclusive easement appurtenant to Lot 19 under, across and through that portion of Lot 17, Lot 11 and Lot 12 which is legally described and depicted on Exhibit C attached hereto and made a part hereof for the sole and exclusive purpose of installing, maintaining, replacing, repairing and removing the water line facilities located therein to provide water service to Lot 19 ("Water Line Easement"). Such water line facilities may be used by other Owners and

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occupants of the Complex in common with Grantee. Except to the extent necessary in the case of emergencies, Grantor, ECVIII and ECX shall have the right to reasonably designate and reasonably restrict the times during which Grantee or its agents may enter upon the Water Line Easement on their respective Lots for the purposes described herein. Grantee shall not interfere with the use or operation of the Complex or the business conducted thereon in the exercise of its rights hereunder.

2.3.2 Each of Grantor, ECVIII and ECX hereby reserves the right to utilize the Water Line Easement on its respective Lot for such purposes as do not materially and adversely interfere with Grantee's use and enjoyment thereof including, without limitation, the right to dedicate a public right-of-way over the Water Line Easement and to grant such other easements, rights or privileges to such persons and for such purposes as Grantor, ECVIII or ECX in its discretion may select, so long as such purposes do not materially and adversely interfere with Grantee's use and enjoyment of the Water Line Easement.

2.3.3 The parties acknowledge that at present, water service to Lot 19 is not separately metered. So long as Lot 19 uses water that is not separately metered, Grantee shall pay Grantor for its water usage through common area charges as provided in Article III. Owners shall have no obligation to continue providing water service to Grantee through the common meter; provided that Owners shall give Grantee not less than 120 days prior written notice of any planned termination of such service. In the event that Grantee's water usage increases beyond current use for sanitary facilities and in connection with routine maintenance, any Owner may require Grantee to install its own meter at Grantee's cost and terminate service through the common meter; provided that Grantee shall be given not less than 120 day's prior written notice before termination of service.

Section 2.4. Gas Lines.

2.4.1 Each of Grantor (as to Lot 17) and ECX (as to Lot 12) hereby grants to Grantee a non-exclusive easement appurtenant to Lot 19 under, across and through that portion of Lot 17 and Lot 12 which is legally described and depicted on Exhibit D attached hereto and made a part hereof for the sole and exclusive purpose of installing, maintaining, replacing, repairing and removing the gas line facilities located therein to provide natural gas service to Lot 19 ("Gas Line Easement"). Such gas lines may be used by other Owners and occupants of the Complex in common with Grantee. Except to the extent reasonably necessary for emergencies, Grantor and ECX shall have the right to reasonably designate and reasonably restrict the times during which Grantee or its agents may enter upon the Gas Line Easement for the purposes described herein. Grantee shall not interfere with the use or operation of the

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Complex or the business conducted thereon in the exercise of its rights hereunder.

2.4.2 Each of Grantor and ECX hereby reserves the right to utilize its respective portion of the Gas Line Easement for such purposes as do not materially and adversely interfere with Grantee's use and enjoyment thereof including, without limitation, the right to dedicate a public right-of-way over the Gas Line Easement and to grant such other easements, rights or privileges to such persons and for such purposes as Grantor in its discretion may select, so long as such purposes do not materially and adversely interfere with Grantee's use and enjoyment of the Gas Line Easement.

Section 2.5. Storm Water and Sewer Drainage.

2.5.1 Subject to the provisions of Sections 2.5.3 and 2.5.4, Grantor hereby grants to Grantee a non-exclusive easement appurtenant to Lot 19 (the "Stormwater Easement") for surface storm water drainage over, across and through the storm drains and surface drainage ways now or hereafter located on or under Lot 17 and the surface drainage ways now or hereafter located on Lot 18.

2.5.2 Subject to the provision of Sections 2.5.3 and 2.5.4, each of Grantor, as to Lot 17, ECVIII, as to Lot 11, and ECX, as to Lot 12, hereby grants to Grantee as a non-exclusive easement appurtenant to Lot 19 (the "Sewer Easement") under, across and through that portion of Lots 17, 11 and 12, as depicted on attached Exhibit E, for the sole and exclusive purpose of installing, maintaining, replacing, repairing and removing an underground sewer line connecting to the public sewer interceptor as shown on Exhibit E, and for drainage of storm water and sewage from Lot 19 through such sewer line into the public sewer. Such sewer line is now and may hereafter be used in common by Grantor and other Owners. Except to the extent necessary in the case of emergencies, Grantor, ECVIII and ECX shall have the right to reasonably designate and reasonably restrict the times during which Grantee or its agents may enter upon the Sewer Easement on their respective Lots for the purposes described herein. Grantee shall not interfere with the use or operation of the Complex or the business conducted thereon in the exercise of its rights hereunder.

2.5.3 Use of the Stormwater Easement and the Sewer Easement by Grantee and its licensees and invitees shall be subject to the following conditions:

- (a) No such drainage shall result in water or sewage being discharged at a rate or in a volume in excess of that permitted by the design standards for the sewer and drainage system serving the Complex;

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(b) Grantee shall not permit the flow of toxic or hazardous substances or any other substance from Lot 19 into the sewer and drainage system for the Complex which is not permitted to be discharged into the public sewer serving the Complex or which is not permitted to be discharged by any applicable law, statute or regulation;

(c) Grantee shall not permit any other party or property to drain water onto the Complex and no right to drainage of water is granted hereunder other than to Grantee for water accumulating and originating on Lot 19; and

(d) Grantee shall not make or permit any alterations, additions or replacements to its Lot or the improvements thereon or use or permit its Lot to be used in a manner which would have the effect of materially increasing the flow of surface stormwater onto the remainder of the Complex or into the storm sewers serving the Complex.

2.5.4 Grantor hereby reserves the right to utilize the Stormwater Easement and each of Grantor, ECVIII and ECX hereby reserve the right to utilize the Sewer Easement, for sewer and storm drainage purposes for the Complex and for such other purposes as do not materially and adversely interfere with Grantee's use and enjoyment thereof. Additionally, each of Grantor, ECVIII and ECX (as to their respective Lots) shall have the right to grant such other easements, rights and privileges to such persons and for such purposes as any of them in its discretion may select, so long as such purposes do not materially and adversely interfere with Grantee's use and enjoyment of the Stormwater Easement and the Sewer Easement.

2.5.5 Grantee hereby grants to each Owner a non-exclusive easement appurtenant to such Owner's Lot or Lots over, across, upon and under the subsurface storm sewer and drainage lines and surface drainage ways now existing on or under Lot 19 for use in drainage of the Complex subject to the conditions that:

(a) No such drainage shall result in water being discharged at a rate or in a volume in excess of that permitted by the design standards for the storm sewer and drainage system serving the Complex;

(b) No Owner shall permit the flow of toxic or hazardous substances or any other substance from its Lot or Lots onto or under Lot 19 which is not permitted to be discharged into the public storm sewer serving the Complex or which is not permitted to be discharged by any applicable law, statute or regulation;

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(c) No right to drainage of water is granted hereunder other than to Owners for water accumulating and originating on the Complex; and

(d) No Owner shall make or permit any alternations, additions or replacements to its Lot or Lots or the improvements thereon or use or permit its Lot or Lots to be used in a manner which would have the effect of materially increasing the flow of surface storm water onto Lot 19 or into the storm sewer under Lot 19.

Section 2.6. Parking Easement

2.6.1 The parties acknowledge that the existing parking lot serving Lot 19 encroaches onto Lot 17 as shown on attached Exhibit B (the "Parking Lot Encroachment"). Grantor hereby grants to Grantee an easement appurtenant to Lot 19 for the sole and exclusive purposes of maintaining, repairing and replacing the existing paved surface and of using the Parking Lot Encroachment for employee parking (the "Parking Lot Easement"). The Parking Lot Easement shall be an exclusive easement to use the surface thereof subject to (i) the rights of Owners and their licensees and invitees to use and maintain the poles and overhead wires within the Telephone/Electric Easement (as defined in Paragraph 2.7.1) (ii) easements granted by the Plat and the Declaration, including, without limitation, the railroad easement shown on the Plat and (iii) the rights of any Owner to install, maintain and use railroad tracks within such railroad easement. In the event that railroad tracks are installed and maintained within the portion of such railroad easement which crosses the Parking Lot Encroachment, the Parking Lot Easement shall terminate as to the portion of the Parking Lot Encroachment used for rail access.

2.6.2 The Parking Lot Easement shall be used solely for parking automobiles or light trucks and shall not be used for storage, refuse collection or staging. Grantee shall keep the Parking Lot Encroachment free of refuse and shall maintain it in a sightly and safe condition, in compliance with all applicable laws and regulations.

2.6.3 Grantee for itself and its employees, agents, licenses and invitees hereby waive all liability and responsibility on the part of Grantor for the condition of the Parking Lot Easement, for any property placed thereon, and for any injury to persons or property occurring in the Parking Lot Easement. The parties acknowledge that the Parking Lot Easement shall be in the sole care and control of Grantee, that any property or persons thereon shall be solely at Grantee's risk, and that Grantor has no responsibility or duty with respect to its condition or security.

2.6.4 In the event that Grantee at any time abandons use of the Parking Lot Easement or ceases to maintain or use the

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Parking Lot Easement as required under this Agreement, Grantor may notify Grantee in writing of its intention to terminate the Parking Lot Easement, which notice ("Termination Notice") shall be recorded in the office of the Recorder of Deeds of Cook County, Illinois. Grantee shall have a period of 60 days from and after a date certain stated in the Termination Notice (which date shall not be earlier than the date of delivery of such notice to Grantee, in which to deliver to Grantor and record in the Recorder of Deeds of Cook County, Illinois an affidavit certifying that Grantee or its tenants have not abandoned use of the Parking Lot Easement and, if applicable, that Grantee has remedied any use or maintenance violations cited in the Termination Notice. If Grantee does not deliver and record such an affidavit within the time period provided in this Agreement, the Parking Lot Easement shall be deemed terminated and Grantor shall have no further right, title or interest in or to the Parking Lot Encroachment.

Section 2.7 Telephone and Electrical Lines.

2.7.1 Grantor hereby grants to Grantee a non-exclusive easement appurtenant to Lot 19 across and over the west 2140 feet of the north 30 feet of Lot 17 for the sole and exclusive purpose of installing, maintaining, replacing, repairing and removing poles and overhead wires to provide telephone and electric service to Lot 19 ("Telephone/Electric Easement"). Use of poles and wires shall be in common with other Owners and occupants of the Complex. Except to the extent reasonably necessary for emergencies, Grantor shall have the right to reasonably designate and reasonably restrict the times during which Grantee or its agents may enter upon the Telephone/Electric Line Easement for the purposes described herein. Grantee shall not interfere with use and operation of the Access Drive, the Complex or the business conducted thereon in the exercise of its rights hereunder.

2.7.2 Grantor hereby reserves the right for itself and each of the other Owners to utilize the Telephone/Electric Line Easement for such purposes as do not materially and adversely interfere with Grantee's use and enjoyment thereof, including, without limitation, for poles and wires for telephone and electric service to other portions of the Complex. Grantor shall have the right to dedicate a public right-of-way over the Telephone/Electric Line Easement and to grant such other easements, rights or privileges to such persons and for such purposes as Grantor in its discretion may select, so long as such purposes do not materially and adversely interfere with Grantee's use and enjoyment of the Telephone/Electric Line Easement.

Section 2.8. Fire Protection

2.8.1 Grantor hereby grants to Grantee a non-exclusive easement appurtenant to Lot 19 for access to and use of water from the fire hydrants located in Lot 17 and the system of pipes, mains,

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high tower and pumps now or hereafter supplying pressurized water to such fire hydrants (collectively, with the hydrants, the "Fire Protection System"), for the sole and exclusive purpose of fire suppression and emergency response for Lot 19 (the "Fire Protection Easement") Grantee's use of the Fire Protection System shall be in common with other Owners and occupants of the Complex.

2.8.2 Owners reserve the right to modify or relocate the Fire Protection System or components thereof; provided that no such modification or relocation shall be made which would cause a material increase in the cost of providing fire insurance for Lot 19.

2.8.3 So long as Grantor or any other Owner maintains the Fire Protection System, Grantee shall pay its proportionate share of the costs of maintaining the Fire Protection System as provided in Article III; provided, however, that neither Grantor nor any Owner shall be obligated to continue maintaining the Fire Protection System. Grantee shall have the right (but not the obligation) to make repairs to and maintain the Fire Protection System at any time or from time to time if the condition of the Fire Protection System materially interferes with or has a material adverse impact on use of the Fire Protection System by occupants using Lot 19 for purposes permitted under this Agreement. No Owner shall be liable to pay or contribute for the cost of any such maintenance or repairs by Grantee unless such Owner or its tenants are also then using the Fire Protection System, in which case, each such Owner shall pay its proportionate share of costs in the proportion that the square foot area of the buildings on such Owner's Lot or Lots using the Fire Protection System bears to the total square foot area of the buildings on all Lots (including Lot 19) then using the Fire Protection System.

Section 2.9 Miscellaneous.

2.9.1 In the event the exercise of the easement rights granted to Grantee herein detrimentally affect the condition of any portion of the Complex, Grantee shall promptly restore the Complex, or portion thereof, to its condition existing immediately prior to such exercise including, without limitation, filling and compaction of all excavations, repaving of paved areas and replacement of landscaping. Any such restoration shall be prosecuted with all due diligence and so as not to disturb the use or enjoyment of the Complex by any owner or occupants thereof and Grantee shall not interfere with the business being conducted on the Complex in the exercise of such rights.

2.9.2 In the event that the exercise of any easement rights in Lot 19 granted herein by any Owner or Owners detrimentally affect the condition of any portion of Lot 19, such Owner or Owners shall promptly restore Lot 19, or portion thereon, to its condition existing immediately prior to such exercise

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including, without limitation, filling and compaction of all excavation, repaving of paved areas and replacement of landscaping. Any such restoration shall be prosecuted with all due diligence and so as not to disburse the use and enjoyment of Lot 19 by the Owner and occupants thereon and Owners shall not interfere with the business being conducted on Lot 19 in the exercise of such rights.

2.9.3 The easements granted in Sections 2.3 and 2.4 and in clause (i) of the first sentence of Section 2.5.1 are located in and restricted to the area below the surface of the ground, and this Agreement grants no right to use, occupy or alter any area of the ground surface above the easement areas except as reasonably and temporarily necessary to afford access to the easement areas, and to facilitate installation and maintenance in accordance with the provisions of this Agreement.

2.9.4 The easements granted in this Article II are subject to any and all existing easements and rights-of-way, including, without limitation, the easements granted under the Declaration and the Plat.

ARTICLE III

COMMON AREA MAINTENANCE AND OPERATING EXPENSES

Section 3.1. Common Area

Grantor and Owners shall provide at their expense, subject to reimbursement herein, maintenance of the Common Area (as herein defined), for as long as Grantor or Owners elect to maintain the same. The "Common Area" is the part of the Complex used in common by or benefitting Owners and their respective licensees and invitees, including among other facilities: the Access Drive; the Railroad Tracks; fences; guard stations; sidewalks; landscaping; curbs; loading areas; detention areas; lighting facilities; pylon sign(s); monument identification sign(s); television security systems; the Fire Protection System; gas and water pipelines, meters and distribution facilities; and other areas and improvements provided for the common use of all Owners or tenants of the Complex, all of which shall be subject to Owners' management and control and shall be operated and maintained in such manner as Owners in their reasonable discretion, shall determine. Each Owner reserves the right to change from time to time the dimensions and location of the Common Area located on Lots owned by such Owner and the location, dimensions, identity and type of any parking area or building in the Complex and to construct additional buildings, additions to existing buildings, and other improvements in the Complex, and to eliminate buildings from the Complex; provided, however, nothing herein contained shall be construed as permitting or authorizing any Owner to take any of the foregoing actions with respect to Lot 19 or any part thereof. Subject to the easement rights granted herein, any Owner may close its part of the Common Area for such periods of time as may be necessary to prevent the

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public from obtaining rights therein, or to make repairs or alterations. Grantor or Owners may promulgate such reasonable rules and regulations for the Common Area as Grantor deems appropriate and Grantee shall be bound thereby.

Section 3.2. Operating Expenses

3.2.1 Grantee shall pay to Grantor or such other party as may be designated by Grantor or Owners from time-to-time ("Owners' Agent") its pro rata share of Operating Expenses (as herein defined) in equal monthly installments, in advance, as reasonably estimated by Owners' Agent and subject to adjustment after the end of each calendar year on the basis of the actual cost for such year. The term "Operating Expenses" shall mean and include all expenses incurred with respect to the maintenance, repair, operation and replacement of the Common Area, as determined by Owners' Agent's accountant in accordance with generally accepted accounting principles consistently followed, including, but not limited to, insurance premiums for the Common Area, all costs and expenses of protecting, operating, managing, replacing, repairing, repaving, lighting, cleaning, painting, striping and sealing the Common Area, the cost and expense of service and maintenance contracts for the Common Area, including but not limited to, fence and truck scale maintenance, removing of snow, ice and debris, security, and fire protection, the cost and expense of inspecting, repairing, replacing and maintaining machinery and equipment used in the operation of the Common Area, the cost and expense of installing, inspecting, maintaining, repairing and replacing storm and sanitary drainage systems, domestic water systems, detention areas, and the Fire Protection System, the cost and expense of installing, maintaining, repairing and replacing electrical, gas, water, telephone and irrigation systems for the Common Area, the cost and expense of planting, maintaining and replacing landscaping and shrubbery for the Common Area, wages payable to employees of Owners' Agent whose duties are connected with the operation and maintenance of the Common Area (but only for the portion of their time allocable to work related to the Common Area), amounts paid to contractors or subcontractors for work or services performed in connection with the operation and maintenance of the Common Area, costs and expenses which are properly attributable to Lot 19 or which cover services benefitting Lot 19 but which cannot be separately billed to or contracted for by Grantee (including the cost of water and sewer service to the Complex so long as Lot 19 receives water which is not separately metered), all costs of uniforms, supplies and materials used in connection with the operation and maintenance of the Common Area including office supplies, machinery, equipment and furniture, all payroll taxes, unemployment insurance costs, vacation allowances, and the cost of providing disability insurance or

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benefits, pensions, profit sharing benefits, hospitalization, retirement or other so-called fringe benefits, and any other expense imposed on Grantor or Owner's Agent, its contractors or subcontractors, pursuant to law or pursuant to any collective bargaining agreement covering such employees, reasonable attorneys' fees and costs in connection with appeal or contest of real estate taxes, and such other costs or expenses as may be ordinarily incurred in the operation and maintenance of a complex and not specifically set forth herein, including reasonable management and administrative fees. The term "Operating Expenses" shall not include repairs, restoration or other work occasioned by fire, windstorm or other insured casualty (provided, however, it shall include any "deductible" cost incurred in connection with any covered loss), expenses incurred in leasing or procuring tenants, leasing commissions, advertising expenses, expenses for renovating space for new tenants, legal expenses incident to enforcement by any Owner of the terms of any lease, interest or principal payments on any mortgage or other indebtedness of any Owner, depreciation allowance or expense, or expenses incurred in connection with remediation of contaminated property at the Complex other than Lot 19 provided Grantee is not responsible for the existence of such contamination. Operating Expenses shall include expenses incurred by any Owner in connection with city sidewalks adjacent to the Common Area and any pedestrian walkway system (either above or below ground) or other public facility to which any Owner or the Complex is from time to time subject in connection with operations of the Complex and the costs and expenses of performing the maintenance, repair and replacement of the Access Road and the Railroad Tracks (so long as Grantee has rights to use the Railroad Tracks). Operating Expenses shall also include all taxes and assessments against the land, buildings or improvements comprising Lot 17 (but not including any other portion of the Complex) that are levied or assessed by any lawful authority during each calendar year, including, without limitation, all personal property taxes of Grantor relating to Grantor's personal property located on the Common Area and used or useful in connection with the operation and maintenance thereof, and all other governmental charges, general and special, ordinary and extraordinary, foreseen as well as unforeseen, of any kind and nature whatsoever, or other tax, however described, which is levied or assessed by the United States of America or the state in which the Complex is located or any city, municipality or political subdivision thereof, against or with respect to Lot 17 or the improvements on Lot 17 and payable during the respective calendar year. In the event that Grantee installs and maintains its own gas lines within the Gas Line Easement or water lines within the Water Line Easement and a separate water meter for Lot 19, the cost of maintaining the Existing Gas Lines or Existing Water Lines and of providing gas or water service to the rest of the

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Complex, as the case may be, shall not be included in Operating Expenses.

3.2.2 Grantee's pro rata share of Operating Expenses is 14, which pro rata share has been agreed upon by the parties hereto after due consideration of the square foot area of buildings on Lot 19 compared to the total square foot area of buildings on the remainder of the Complex and the portion of the Common Area used by or of benefit to Lot 19. Grantee acknowledges that Operating Expenses include expenses related to Common Area which is not used by or of benefit to Lot 19. The foregoing notwithstanding, from time to time, if Grantee or any Owner reasonably believes that due to changed circumstances, Grantee's pro rata share of Operating Expenses, as previously agreed, no longer represents an equitable allocation of costs, such party shall so notify all other parties in writing (a "Change Notice"). In such event, the parties agree to negotiate in good faith and without undue delay to determine a new pro rata share which represents a fair and equitable allocation of Common Area expense in proportion to actual use and benefit; provided that Grantee's pro rata share shall not be adjusted more frequently than once in any ten year period. If the parties cannot reach agreement as to a new pro rata share within 60 days after the delivery of the Change Notice, any Owner or Grantee may require that the matter be submitted to the decision of independent certified public accountants, as follows: Not later than 10 days after the expiration of such 60 day period, Grantee and Owners (collectively) shall each select a firm of independent certified public accountants and if the two firms so selected are able to agree on a new pro rata share representing a reasonable allocation of costs based upon actual use and benefit, the decision of such firms shall be final. If such firms are not able to reach agreement within 60 days, such firms shall together select a third firm of independent certified public accountants, which firm must be reasonably satisfactory to both Owners and Grantee. Such third firm shall select the pro rata share determined by one of the other two firms, which it believes represents the best approximation of cost allocation based on actual use and benefit, or another pro rata share falling between the two selected by other firms, as it deems appropriate, and such decision shall be binding on all parties. Each of Owner and Grantee shall bear the cost of the respective accounting firm selected by them and if a third firm is required to be selected, the cost of such third firm shall be borne one half by Owners and one half by Grantee.

3.2.3 In the event the Operating Expense estimate is delivered to Grantee following January of the applicable calendar year, said amount, so estimated, shall be payable, in equal monthly installments, in advance, on the first day of

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each month over the balance of such calendar year, with the number of installments being equal to the number of full calendar months remaining in such calendar year. Grantee shall directly pay all real estate taxes and assessments and governmental charges of every kind and nature whatsoever levied or assessed against Lot 19 and any improvement thereon.

3.2.4 In the event Grantee in good faith disagrees with the accuracy of the Operating Expense estimate or adjustment furnished by Owner's Agent, Grantee shall notify Owner's Agent (the "Notice") of the same, in which event Owners agree to make the books and records of Owner's Agent that relate to the determination of Operating Expenses available to an independent certified public accountant, reasonably acceptable to Grantee and Owners, for review and audit, at Grantee's sole cost and expense (except as provided below). If such audit reveals an error in the Operating Expense estimate or adjustment, the appropriate party shall pay the other such party as may be required based upon such audit. In addition, if such audit results in an aggregate adjustment in Grantee's favor, and the amount of such aggregate adjustment is greater than 10% of Grantee's total proportionate share of Operating Expenses, Grantee shall be entitled to a credit against Grantee's proportionate share of future Operating Expenses in an amount equal to the cost of such audit, but not to exceed \$1,500 if Grantee or Owners obtained an independent audit in determining Operating Expenses for the period at issue or \$4,500 if Grantee or Owners did not obtain an independent audit in connection with such determination.

Section 3.3. Easements for Maintenance of the Complex

Grantee hereby grants to each Owner and Grantor hereby reserves for itself and each other Owner non-exclusive easements under, through and across the sidewalks, driveways, parking areas, ramps, landscaping, walkways, aisles, retaining walls or fences on Lot 19 and the Parking Lot Encroachment and all other areas of Lot 19 (except that area underlying any building located on Lot 19) and the Parking Lot Encroachment for such water system lines, telephone and electrical conduits or systems, gas lines, drainage lines and other public utilities which are or may be located on Lot 19 or the Parking Lot Encroachment to service any part of the Complex, including without limitation, the poles and overhead wires located on the east ten (10) feet of Lot 19 on or over the Parking Lot Encroachment. Grantee reserves the right at any time and from time to time to relocate all or a portion of such easements provided that (i) the easements so relocated will be of substantially equivalent usefulness to Owners; (ii) all costs incurred to effect such relocation shall be paid by Grantee and (iii) such relocation shall not materially interfere with the use of or conduct of business on any portion of the Complex. Owner's covenant that in the exercise of the easements hereby reserved, Owners shall not

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disturb Grantee's use of Lot 19 or the Parking Lot Easement except as reasonably necessary, and each Owner shall interfere with the business being operated on Lot 19 as little as reasonably possible in the exercise of such Owner's rights herein.

ARTICLE IV INDEMNIFICATION

Grantee shall indemnify, defend and hold harmless Grantor and each Owner (including the constituent partners of Grantor and each Owner) and their respective officers, employees, agents, successors and assigns (collectively, "Indemnified Parties"), from and against any and all claims, actions, damages, fines, liabilities and expenses of every kind, nature and sort whatsoever (including reasonable attorney's fees, court costs and expenses) which may be imposed upon, incurred by or asserted against any Indemnified Parties or any portion of the Complex (including mechanic's liens) in connection with loss of life, personal injury and/or property damage arising from or out of any occurrence in, upon or at Lot 19 or the Parking Lot Easement, or any part thereof, or occasioned wholly or in part by any act or omission of Grantee or its agents, contractors, employees, servants, lessees, customers or invitees, or occasioned by the manner of construction or design of buildings or other improvements on Lot 19 or the Parking Lot Easement (other than the initial construction of the Building) or installed by or on behalf of Grantee in the Water Line Easement or the Gas Line Easement, or occasioned by the failure of Grantee to perform and obey its obligations under this Agreement, except to the extent caused by the willful or negligent acts or omissions of any Indemnified Party. With respect to any indemnification provided for hereunder, Grantee shall immediately respond and take over the expense, defense and investigation of all such claims arising under this indemnity using counsel satisfactory to the parties being indemnified. Grantee shall promptly remove or cause the release of any mechanic's or other statutory liens filed against any portion of the Complex (other than Lot 19) as a result of any work performed by or for Grantee or its agents, licensees or invitees.

ARTICLE V INSURANCE

Grantee shall cause to be procured and maintained, comprehensive general public liability insurance with minimum limits of no less than \$1,000,000.00 with respect to injury or death to any one person, \$3,000,000.00 with respect to any one occurrence, and \$500,000.00 with respect to property damage arising out of any one occurrence, which policy or policies shall:

- (a) name as additional insureds Grantor and its partners, beneficiaries, officers, directors,

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agents and employees, and such other persons as such parties may designate;

- (b) be written by solvent and responsible insurance companies reasonably acceptable to Grantor and licensed to do business in the State of Illinois having a rating of A-7 or better by the 1987 Best's Key Rating Guide or subsequent editions;
- (c) provide that such policy or policies may not be cancelled by the insurer without first giving Grantor at least thirty (30) days' prior written notice;
- (d) protect and insure Grantor and the other named insureds on account of any loss or damage arising from injury or death to persons or damage or destruction to property caused by or related to or occurring on (i) Lot 19 or the Parking Lot Easement; (ii) any construction or reconstruction that Grantee (or its tenants) may perform in connection with Lot 19 or any of the easements granted hereunder; (iii) any act or omission of Grantee, its tenants and their respective agents, employees, licensees, invitees or contractors on any portion of the Complex including Lot 19 and the Parking Lot Easement; and (iv) any breach of Grantee's indemnity under this Agreement; and
- (e) include contractual liability coverage insuring the indemnity obligations provided for herein.

Any such coverage shall be deemed primary to any liability coverage secured by Grantor or the other named insured. Grantee shall deliver or cause to be delivered certificates or memoranda of such policies of insurance to Grantor.]

Provided that Grantee (or its tenant if such tenant is providing the insurance required hereunder) demonstrates that it has a net financial worth of at least \$100,000,000.00 as evidenced by audited financial statements furnished by an independent certified public accountant, Grantee (or its tenant, as the case may be) may elect to act as a self insurer in respect to the insurance coverages required to be maintained according to this Article IV. If Grantee or its tenant so elects to become a self insurer, Grantee shall deliver or cause to be delivered to Grantor notice in writing of the required coverages which will be self insured setting forth the amount, limits and scope of the self insurance in respect to each type of coverage self insured and setting forth that Grantee or its tenant indemnifies Grantor from all claims, injury, liability, loss, cost or damage which would otherwise be insured under the policies of insurance required to be

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provided hereunder. Grantee or its tenant, at Grantor's request, shall provide to Grantor's mortgagee or assignee a certificate satisfactory to such mortgagee or assignee setting forth the self insured coverages, if any, and stating that all losses shall be payable to such mortgagee and/or assignee as its interests may appear.

ARTICLE VI PERMITTED USES, PERFORMANCE STANDARDS, PARKING, LANDSCAPING AND MAINTENANCE, SIGNS, UNDERGROUND ELECTRICAL FACILITIES AND PLANS AND BUILDINGS

Section 6.1 Permitted Uses

6.1.1 Nothing shall be done on Lot 19 which may be or become an annoyance or nuisance to Grantor or to other Owners or occupants of Complex or to the public by reason of unsightliness or excessive emission of odors, fumes, smoke, vibration, dirt, dust, glare, wastes or noise.

6.1.2 Without otherwise limiting the provisions of Section 6.1.1, or any other term or condition of this Agreement, the permitted uses shall be for light industrial, offices, research, assembling or processing, jobbing, wholesaling, any other use now or hereafter permitted under the Declaration, as it may be amended from time to time, and uses ordinarily incidental to the operation of a permitted principal use. All uses shall comply with the zoning ordinances of the City of Chicago. Said zoning ordinances shall govern if inconsistent herewith to the extent actually inconsistent. If not inconsistent herewith, the standards herein contained shall be considered as requirements in addition to the said zoning ordinances. Lot 19 shall not be used for the following purposes:

Auto salvage yard; used material yard or any type of exposed open sales or storage of materials, or any use which would create an excessive amount of sewage or a quality of sewage which would cause a disposal problem, or for the manufacture, storage or sale of explosives or similar dangerous products.

It is expressly agreed and acknowledged that the Existing Use is a permitted use hereunder.

Section 6.2 Performance Standards

Owners acknowledge that to set measured minimum or maximum standards for the control of noise, vibration, dirt, dust, smoke, odor, glare and wastes within a commercial or industrial area is difficult, if not impossible. Therefore, in order to

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protects Owner's interests in the Complex, and to enable Owners to orderly develop the Complex, complete architectural and engineering plans for any proposed material improvement to be constructed on Lot 19 shall be submitted by Grantee to Owner's Agent prior to the commencement of any development or the construction of any improvement on Lot 19. Such plans shall contain the items and information required by Sections 6.3, 6.4, 6.5, 6.6, 6.7 and 6.8 hereof, and shall contain sufficient engineering data to enable Grantor to determine whether or not the proposed improvement will operate within "safe limits" of noise, vibration, dirt, dust, smoke, odor, glare and wastes. Owners acknowledge and agree that the Building as initially constructed on Lot 19 and any alterations which have previously been consented to in writing by Grantor shall be deemed to be within the "safe limits" as established herein.]

Section 6.3 Off-Street Parking and Loading

6.3.1 Adequate off-street parking shall be provided by Grantee for customers and employees.

6.3.2 Off-street loading space shall be provided and such space shall not be a part of the area allocated for required off-street parking.

6.3.4 All off-street parking, driveways, and loading areas shall be properly surfaced to control dust and properly graded to assure drainage.

6.3.6 Grantee shall maintain adequate on-site parking spaces and loading facilities to serve the needs of Lot 19, taking into account the building or buildings located or to be located thereon, and the use made or to be made thereof, and shall keep such parking areas, driveways and loading areas surfaced with asphalt or concrete properly kept and maintained at all times.

Section 6.4 Landscaping, Outside Storage and Maintenance

6.4.1 Lot 19 shall be landscaped in accordance with a plan approved by Grantor. Such landscaping shall include sodding, planting of trees, shrubs, and other customary landscape treatment, and if required by Grantor, an underground sprinkling system.

6.4.2 The landscape development, having once been installed in accordance with an approved plan, shall be kept and maintained in a neat and adequate condition, which shall include lawns mowed, edges trimmed, and trees and shrubs kept in a good condition and appearance.

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6.4.3 The approved plan for landscaping may not be altered substantially without submitting a revised plan to Grantor for approval.

6.4.4 Lot 19 shall be at all times kept free from debris, paper, excessive leaves, branches and trash of all kinds.

6.4.5 Outside storage of materials, equipment and products shall be prohibited except as approved by Grantor and except in the ordinary course of the conduct of the Permitted Use.

Section 6.5. Signs - Advertising Space

Owners acknowledge that there is a need for signs advertising the identity of Grantee and the business conducted on Lot 19. It is further recognized that acceptable standards for such signs may change from time to time. In order to allow for such change, all requests for signs to be located on Lot 19 shall be submitted to Owners' Agent for its approval. Owners' Agent shall consider any such application in light of the standards set forth herein and other appropriate data and shall either approve the proposed signs as submitted or require that the proposal be altered so that any signs constructed in connection therewith shall be such as to fulfill the standards set forth herein. In the event that Owners' Agent does not disapprove any such sign proposals within thirty (30) days after submission, said approval shall be deemed to have been given; provided, however, no sign located on Lot 19 subject hereto shall:

- (a) Be a sign advertising businesses or products other than those sold, manufactured or warehoused on Lot 19.
- (b) Have in use any flashing, pulsating or rotating light or lights.
- (c) Be located on a rooftop.
- (d) Violate any ordinances of the City of Chicago.

Owners acknowledge and agree that the signs on Lot 19 existing as of the date hereof shall be deemed to satisfy the requirements of this Section 6.5.

Section 6.6. Plans

6.6.1 No improvements shall be erected, placed or altered on Lot 19 until plans and specifications, including front elevations and/or architect's rendering, and a site plan showing the location of such improvement on Lot 19 including parking, loading and landscape plans, have been submitted to

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and approved in writing by Owner's Agent as to conformity and harmony with existing and planned structures on the Complex, and as to location of the improvements, giving due regard to the anticipated use thereof as may affect adjoining structures, use and operations, and as to location of the improvements with respect to topography grade and finished ground elevation and as to fulfilling the purposes and standards herein contained; provided, however, that Owners' Agent shall not be liable to anyone in damages or otherwise who has submitted plans for approval or to anyone by reason of mistake in judgment, negligence or non-feasance of itself, its agents or employees, arising out of or in connection with the approval or disapproval of any such plans or any other action or inaction in connection with this Agreement. Owners' Agent shall not unreasonably withhold approval of any plans submitted pursuant hereto; provided, however, that failure to meet the standards contained herein shall be grounds for Owners' Agent reasonable disapproval of any such plans. Failure of Owners' Agent to disapprove any plans within thirty (30) days after submission of said plans to it shall be deemed to be approval thereof. All construction work shall, upon approval of plans by Grantor, be carried on with dispatch and upon completion thereof Lot 19 shall be promptly landscaped. All approvals of Grantor shall be in writing. Owners acknowledge that the Building as initially constructed on Lot 19 and any alterations which have previously been consented to in writing by Grantor have been approved by Grantor.

6.6.2 All improvements shall be constructed in conformity with the building codes of the City of Chicago applicable to Lot 19.

6.6.3 All building plans shall be prepared by an architect or engineer duly licensed under the then existing registration laws of the State of Illinois.

Section 6.7 Buildings

6.7.1 Any building erected on Lot 19 shall be of prefabricated metal or masonry construction, its equivalent or better. The architectural treatment on the side of a building facing a street shall be one or more of the following:

- (a) Face brick.
- (b) Architectural pre-cast concrete panel.
- (c) finished metal panels.
- (d) Pre-finished curtain wall construction in conjunction with face brick.

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- (e) Other materials when approved by Grantor in writing.

All buildings shall be constructed so as to screen all electrical and mechanical equipment on the roof or to screen all such equipment mounted at ground level by screening approved by Grantor.

All exterior lighting fixtures and standards shall be provided by Grantee and shall comply with the overall lighting plan of Grantor and shall be subject to the approval of Grantor.

Owners acknowledge and agree that the Building as initially constructed on Lot 19 and any Alterations which have previously been consented to in writing by Grantor shall be deemed to be in accordance with the standards set forth in this Section 6.7.

Section 6.8 Underground Electrical Facilities

No Building or structure located on Lot 19 shall be served by other than underground electrical and telephone distribution facilities; provided that the foregoing shall not apply with respect to the poles and overhead wires within or connecting to the Telephone/Electric Easement. Poles, wires or other aboveground electrical or telephone distribution facilities may be temporarily installed during the construction of buildings or structures, in emergencies or during construction or repair of the underground system. For the protection of underground cables and facilities, the grade or contour of Lot 19 above and adjacent to said facilities shall not hereafter be substantially increased, decreased or otherwise changed or altered without the written consent of the utility company providing such services. Owners acknowledge and agree that the electrical and telephone distribution facilities serving the Building as initially constructed on Lot 19 and any alterations which have been previously consented to in writing by Grantor shall be deemed to satisfy the requirements set forth in this Section 6.8.

ARTICLE VII ENFORCEMENT

The covenants, conditions and restrictions set forth herein shall be enforceable by any Owner, its successors and assigns, and shall be enforceable by:

- (1) Injunctive relief, prohibitive or mandatory, to prevent the breach of or to enforce the performance or observance of said covenants, conditions and restrictions; or

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- (2) A money judgment for damages by reason of the breach of said covenants, conditions and restrictions; or
- (3) Any combination of (1) and (2) above.

In addition, any Owner may terminate the easements granted herein which burden Lots owned by such Owner in the event of a breach of the covenants, conditions and restrictions herein contained applicable to such easements.

The failure of any Owner to enforce any provisions of the covenants, conditions and restrictions herein contained upon the violation thereof shall in no event be deemed to be a waiver of its rights to do so as to a subsequent violation.

Grantee shall pay any and all costs and expenses incurred by any Owner in connection with enforcement by such Owner of the rights and remedies set forth in this Article VII, including without limitation all reasonable attorneys' fees and consulting fees and all court costs and filing fees related thereto.

ARTICLE VIII MISCELLANEOUS

Section 8.1. Compliance with Laws.

Grantee shall comply with all laws, rules, regulations and requirements of all public authorities relating in any manner whatsoever to Lot 19.

Section 8.2. Notices.

Any notice, request or other communication to be given by any party hereunder shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid or by Federal Express or similar carrier guaranteeing next business day delivery, to the following address:

to Grantor or
any other Owner: c/o The Prime Group, Inc.
77 West Wacker Drive
Chicago, Illinois 60601
Attention: Michael Reuschke
President

with a copy to: The Prime Group, Inc.
77 West Wacker Drive
Chicago, Illinois 60601
Attention: Robert J. Rudnik
General Counsel

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to Grantee: c/o Saville Chicago, Inc.
2 Saville Row - RR 2
Barrington Hills, Illinois 60010
Attention: James G. Martell

with a copy to: Gardner, Carton & Douglas
Quaker Tower
321 N. Clark Street
Chicago, Illinois 60610
Attention: Glenn W. Reed, Esq.

with a copy to: The Prime Group, Inc.
77 West Wacker Drive
Chicago, Illinois 60601
Attention: Robert J. Rudnik
General Counsel

Notice shall be deemed delivered upon three business days following deposit in the mail as provided herein or on the next business day following timely deposit of such notices with Federal Express or similar carriers insuring next day delivery. Any party may designate a change of address or change of party for the delivery of such matters, upon written notice of such change to the other party.

Section 8.3. Safe Agreement.

This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing signed by both parties. This Agreement constitutes the entire agreement between the parties with respect to the matters set forth herein and supersedes all prior negotiations, discussions, writings and agreements between them in connection therewith.

Section 8.4. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

Section 8.5. Severability.

Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby unless as a result the purpose and intent of this Agreement shall thereby be substantially and essentially impaired. In such event, the parties shall diligently proceed to revise this Agreement in order to memorialize such purpose and intent.

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Section 8.6. Not a Public Dedication.

Nothing herein contained shall be deemed to be a grant or dedication of any portion of the Complex to the general public or for the general public or for any public purposes whatsoever, it being the intention of Agreement that this Agreement shall be strictly limited to and for the purposes herein expressed.

Section 8.7. Rights and Obligations of Lenders.

If by virtue of any right or obligation set forth herein a lien shall be placed upon Lot 19, such lien shall be expressly subordinate and inferior to the lien of any first lienholder now or hereafter placed on Lot 19. Except as set forth in the preceding sentence, however, any holder of a lien on Lot 19, and any assignee or successors in interest of such lienholder shall be subject to the terms and conditions of this Agreement.

Section 8.8. Relocation of Easements.

Each Owner reserves the right at any time and from time to time to relocate all or a portion of the easements granted by such Owner herein, including without limitation Grantor's relocating the Access Drive, provided that (i) the easements so relocated will be of substantially equivalent usefulness to Grantee for the purposes stated in this Agreement (provided that Grantee must always have reasonable access to Torrence Avenue), (ii) all costs incurred to effect such relocation shall be paid by the applicable Owner, and (iii) such relocation shall not materially interfere with the use of or conduct of business on Lot 19.

Section 8.9. Benefit and Binding Effect.

The easements, covenants, conditions, restrictions and agreements herein contained shall run with the land and shall bind and inure to the benefit of Grantee and each Owner and their respective successors and assigns. Subject to Article VII and except as otherwise expressly provided in this Agreement, the easements granted in Sections 2.1, 2.5, 2.6 and 2.7 shall be perpetual. Subject to Article VII, the easements granted in Sections 2.2, 2.3 and 2.4 shall continue only for so long as Owners are maintaining the facilities described therein, and in the event Grantor no longer is maintaining the same, such easements shall automatically be extinguished and abandoned without further act of the parties, and Grantor may record an instrument with the Recorder of Deeds of Cook County, Illinois evidencing such abandonment and extinction.

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Section 8.10. Counterparts.

This Agreement may be executed in any number of counterparts and by each party on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 8.11 Use of Common Area

Except as permitted by the easement grants herein contained, Grantee, its agents, employees, customers or invitees shall not use any portion of the Common Area, it being understood and agreed that, except as permitted by the easement grants herein contained, use of the Common Area is exclusively reserved to Owners, their tenants and their respective employees, licensees and invitees at the Complex.

Section 8.12 Delinquent Payments.

Any assessments, charges or other payments which are not paid by Grantee when due shall be delinquent. If the assessment or charge is not paid within ten (10) days after due date, the assessment or charge shall bear interest from the due date at a rate equal to one percent (1%) above the then prime rate of interest as published in the Wall Street Journal (or similar publication if said publication shall cease to exist or to publish such a prime rate) (the "Interest Rate"), and in no event greater than the amount permitted by applicable law.

Section 8.13 Damage or Destruction.

In the event of any damage or destruction to any buildings to be constructed on Lot 19 or the Parking Lot Easement, Grantee promptly shall remove all rubble and debris resulting from such damage or destruction and shall commence restoration within one hundred twenty (120) days from such damage or destruction and shall complete restoration of such damage or destruction within nine (9) months after the date thereof, or shall forthwith remove all rubble and debris resulting from such damage or destruction and restore the site to a safe, orderly and clean condition as soon as possible, provided that the time periods described herein shall be deferred for a period, not to exceed an aggregate of three hundred sixty-five (365) days, equal to any delay caused by reason of strikes, lockouts, labor disputes, inability to obtain labor, materials or reasonable substitutes therefor, acts of God, governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, insurrection, revolution, sabotage, fire or other casualty, acts of governmental agencies, or other causes beyond the reasonable control of Grantee.

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Section 8.14 Liability of Beneficiaries of Land Trust.

If title to Lot 19 is conveyed to a title-holding trust under the terms of which all the powers of management, operation and control of the trust remain vested in the trust beneficiary or beneficiaries, then the beneficiary or beneficiaries thereunder from time to time shall be responsible for the payment of all amounts and performance of all obligations and observance of all requirements of Grantee under this Agreement. No claim shall be made against any such title-holding trustee personally for payment or performance of obligations hereunder and such trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such payment or obligation. The amount of any charge or lien imposed hereunder shall continue to be a charge or lien upon Lot 19 and the beneficiaries of such trust notwithstanding any transfer of the beneficial interest of any such trust or any transfer of title to Lot 19.

[signature page follows]

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THIS DOCUMENT WAS
Prepared by and when recorded
returned to:

John C. Hill, P.P., Esq.
The Prime Group, Inc.
77 W. Wacker Drive
Suite 3900
Chicago, IL 60601

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

GRANTOR:

KEMPER/PRIME INDUSTRIAL PARTNERS,
an Illinois limited partnership

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

By: *R. Curto*
Name: **Richard S. Curto**
Title: **Executive Vice President**

OWNERS:

ENTERPRISE CENTER VII, L.P., an
Illinois limited partnership

By: **K-P ENTERPRISE CENTERS LIMITED
PARTNERSHIP,** an Illinois
limited partnership, its
general partner

By: **K-P ENTERPRISE CENTERS,
INC.,** an Illinois
corporation

By: *R. Curto*
Name: **Richard S. Curto**
Title: **Vice President**

ENTERPRISE CENTER VIII, L.P., an
Illinois limited partnership

By: **K-P ENTERPRISE CENTERS LIMITED
PARTNERSHIP,** an Illinois
limited partnership, its
general partner

By: **K-P ENTERPRISE CENTERS,
INC.,** an Illinois
corporation

By: *R. Curto*
Name: **Richard S. Curto**
Title: **Vice President**

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ENTERPRISE CENTER IX, L.P., an Illinois limited partnership

By: K-P ENTERPRISE CENTERS LIMITED PARTNERSHIP, an Illinois limited partnership, its general partner

By: K-P ENTERPRISE CENTERS, INC., an Illinois corporation

By: 
Name: Richard S. Curto
Title: Vice President

ENTERPRISE CENTER X, L.P., an Illinois limited partnership

By: K-P ENTERPRISE CENTERS LIMITED PARTNERSHIP, an Illinois limited partnership, its general partner


By: K-P ENTERPRISE CENTERS, INC., an Illinois corporation

By: 
Name: Richard S. Curto
Title: Vice President

GRANTEE

TORRENCE PARTNERS LIMITED PARTNERSHIP, an Illinois limited partnership

By: SAVILLE CHICAGO, INC., an Illinois corporation, its general partner

By: 
Name: James S. MacKillop
Title: President

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Donna J. Wadzita, a Notary Public in and for the County in the State aforesaid, DO HEREBY CERTIFY that Richard S. Curto, the Executive Vice President of The Prime Group, Inc., an Illinois corporation, Managing Partner of Kemper/Prime Industrial Partners who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Executive Vice President appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and as the free and voluntary act of said corporation on behalf of said partnership for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10th day of JUNE, 1996.

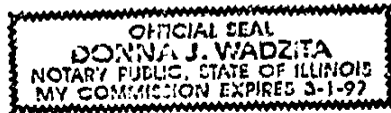


Donna J. Wadzita
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Donna J. Wadzita, a Notary Public in and for the County in the State aforesaid, DO HEREBY CERTIFY that Richard S. Curto, the Vice President of K-P Enterprise Centers, Inc., an Illinois corporation, the general partner of K-P Enterprise Centers Limited Partnership, the general partner of Enterprise Center VII, L.P., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and as the free and voluntary act of said corporation on behalf of said partnerships for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10th day of JUNE, 1996.



Donna J. Wadzita
Notary Public

96455750

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UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Donna J. Wadzita, a Notary Public in and for the County in the State aforesaid, DO HEREBY CERTIFY that Richard S. Curto, the Vice President of K-P Enterprise Centers, Inc., an Illinois corporation, the general partner of K-P Enterprise Centers Limited Partnership, the general partner of Enterprise Centers VIII, L.P. who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and as the free and voluntary act of said corporation on behalf of said partnership for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10th day of June, 1996.

Donna J. Wadzita
Notary Public
OFFICIAL SEAL
DONNA J. WADZITA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3-1-97

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Donna J. Wadzita, a Notary Public in and for the County in the State aforesaid, DO HEREBY CERTIFY that Richard S. Curto, the Vice President of K-P Enterprise Centers, Inc., an Illinois corporation, the general partner of K-P Enterprise Centers Limited Partnership, the general partner of Enterprise Centers IX, L.P. who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and as the free and voluntary act of said corporation on behalf of said partnership for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10th day of June, 1996.

Donna J. Wadzita
Notary Public

OFFICIAL SEAL
DONNA J. WADZITA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3-1-97

36455750

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11/15/2017
11:15 AM

11/15/2017

NO
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CONSENT OF MORTGAGEE

The undersigned, LaSalle National Bank, being the owner and holder of certain mortgages encumbering all of Lots 1 through 18 (the "Mortgages") hereby executes this Agreement to acknowledge its consent to the terms of the Agreement and to agree that the lien of the Mortgages will be subject to the terms of the Agreement.

LaSalle National Bank

By: [Signature]
Its: AVP

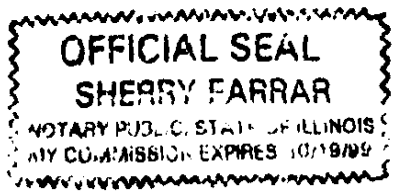
STATE OF IL
COUNTY OF Will

I, Sherry Farrar, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Jim Blessing, the AVP of LaSalle National Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such AVP, 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 said bank for the uses and purposes therein set forth.

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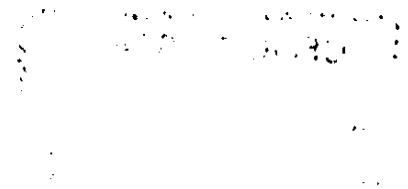
Given under my hand and notarial seal this 30 day of May, 1996

[Signature]
Notary Public
My Commission Expires: 10/19/99



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EXHIBIT A

LEGAL DESCRIPTION OF THE COMPLEX

Lots 1 through 19 (inclusive) in Chicago Enterprise Center subdivision to the City of Chicago, Cook County, Illinois, as shown in Plat recorded in Cook County, Illinois as document No. 93397195, being a subdivision of part of the southeast $\frac{1}{4}$ and the southwest $\frac{1}{4}$ of Section 31, Township 37 North, Range 15, East of the Third Principal Meridian, lying west of the New York, Chicago and St. Louis Railroad, in Cook County, Illinois.

The Lots are owned as follows:

Lots 1, 3, 4, 5, 17 and 18	Grantor
Lot 13	Grantee
Lots 2 and 16	ECVII
Lots 7 through 11	ECVIII
Lots 13, 14 and 15	ECIX
Lots 6 and 12	ECX

Common Address: 13535 S. Torrence
Chicago, Illinois

PIN No's.:	26-31-303-009	Lot 1
	26-31-303-010	Lot 2
	26-31-303-011	Lot 3
	26-31-303-012	Lot 4
	26-31-303-013	Lot 5
	26-31-303-014	Lot 6
	26-31-303-015	Lot 7
	26-31-303-016	Lot 8
	26-31-303-017	Lot 9
	26-31-303-018	Lot 10
	26-31-303-019	Lot 11
	26-31-303-020	Lot 12
	26-31-303-021	Lot 13
	26-31-303-022	Lot 14
	26-31-303-023	Lot 15
	26-31-303-024	Lot 16
	26-31-303-025	Lot 17
	26-31-303-026	Lot 18
	26-31-303-027	Lot 19

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EXHIBIT B

Site Plan Showing Access Drive , Parking Lot Encroachment.

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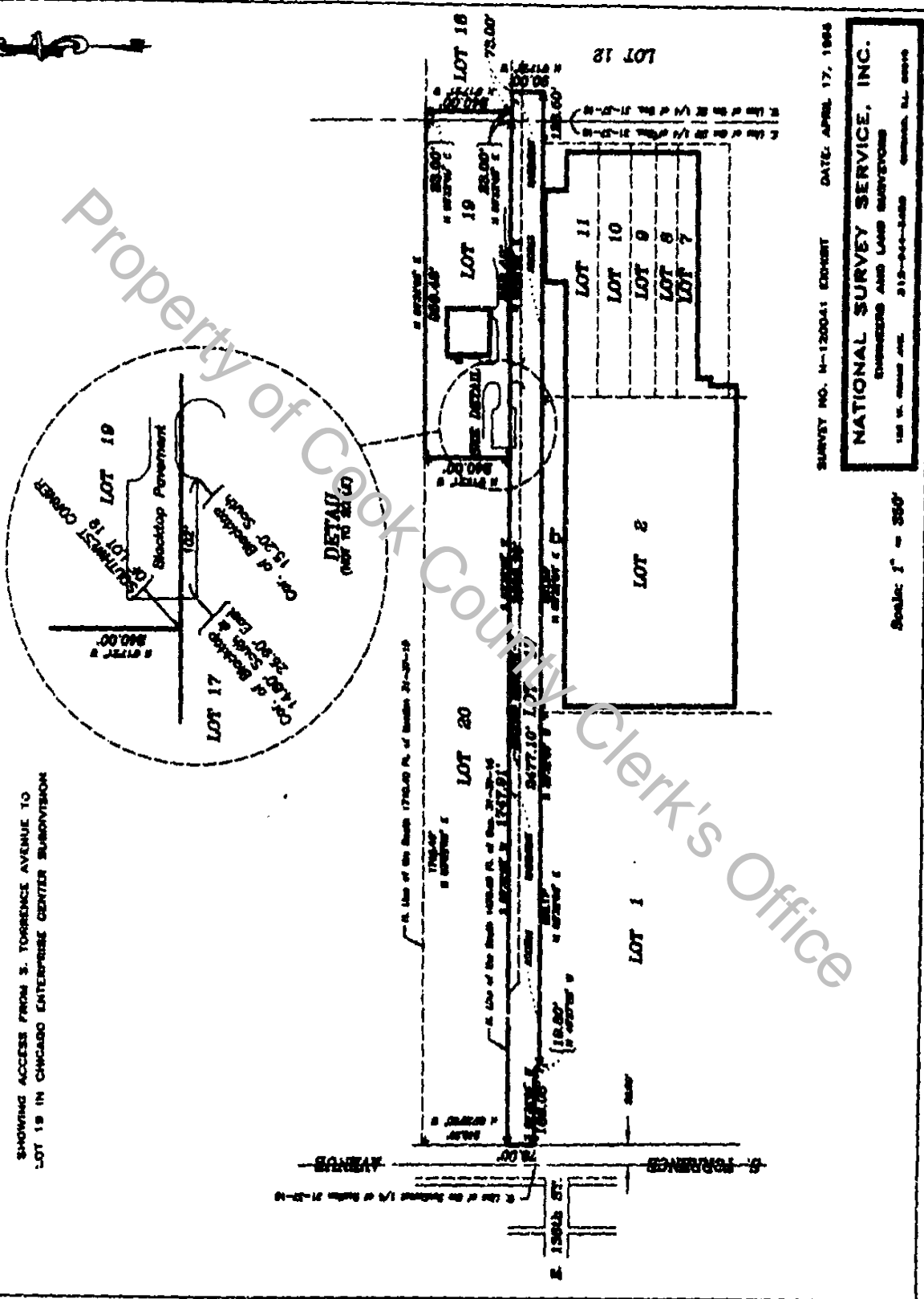
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Exhibit B

SHOWING ACCESS FROM S. TORRENCE AVENUE TO
LOT 19 IN CHICAGO ENTERPRISE CENTER SUBDIVISION



SURVEY NO. M-120041 EXHIBIT DATE: APRIL 17, 1964

NATIONAL SURVEY SERVICE, INC.
SURVEYORS AND LAND SURVEYORS
148 W. MADISON AVE. 212-244-3400 CHICAGO, ILL. 60604

Scale: 1" = 500'

P/M120041/0041.DWG DESK T-872

05733796

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EXHIBIT C

Water Line Easement

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Exhibit C

EASEMENT FOR WATER MAIN

AN EASEMENT FOR WATER MAIN PURPOSES 10 FEET WIDE LYING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE NORTH LINE OF LOT 17, A DISTANCE OF 293.81 FEET EAST OF THE SOUTHWEST CORNER OF LOT 19, THENCE SOUTH 0 DEGREES 27 MINUTES 55 SECONDS EAST, PERPENDICULAR TO SAID NORTH LINE, 102.00 FEET; THENCE NORTH 89 DEGREES 32 MINUTES 05 SECONDS EAST, ALONG A LINE DRAWN 12.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF LOT 11, A DISTANCE OF 519.86 FEET; THENCE SOUTH 0 DEGREES 17 MINUTES 21 SECONDS EAST, ALONG A LINE DRAWN 11.00 FEET EAST OF AND PARALLEL WITH THE MOST WESTERLY LINE OF LOT 12, A DISTANCE OF 293.92 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 45 SECONDS EAST 858.13 FEET; THENCE NORTH 45 DEGREES 26 MINUTES 29 SECONDS EAST, ALONG A LINE DRAWN PERPENDICULAR TO THE NORTHEASTERLY LINE OF LOT 12, A DISTANCE OF 71.44 FEET TO A POINT ON SAID NORTHEASTERLY LINE, 492.04 FEET SOUTHEASTERLY OF THE NORTHEAST CORNER OF LOT 12, ALL IN CHICAGO ENTERPRISE CENTER SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD, THE NORTHERLY TERMINUS OF SAID EASEMENT BEING THE NORTH LINE OF SAID LOT 17 AND THE EASTERLY TERMINUS OF SAID EASEMENT BEING THE NORTHEASTERLY LINE OF SAID LOT 12, IN COOK COUNTY, ILLINOIS.

96455750

N - 1182578 SURVEY

DATE: DEC. 14, 1993

NATIONAL SURVEY SERVICE, INC.

ENGINEERS AND LAND SURVEYORS

128 W. GRAND AVE

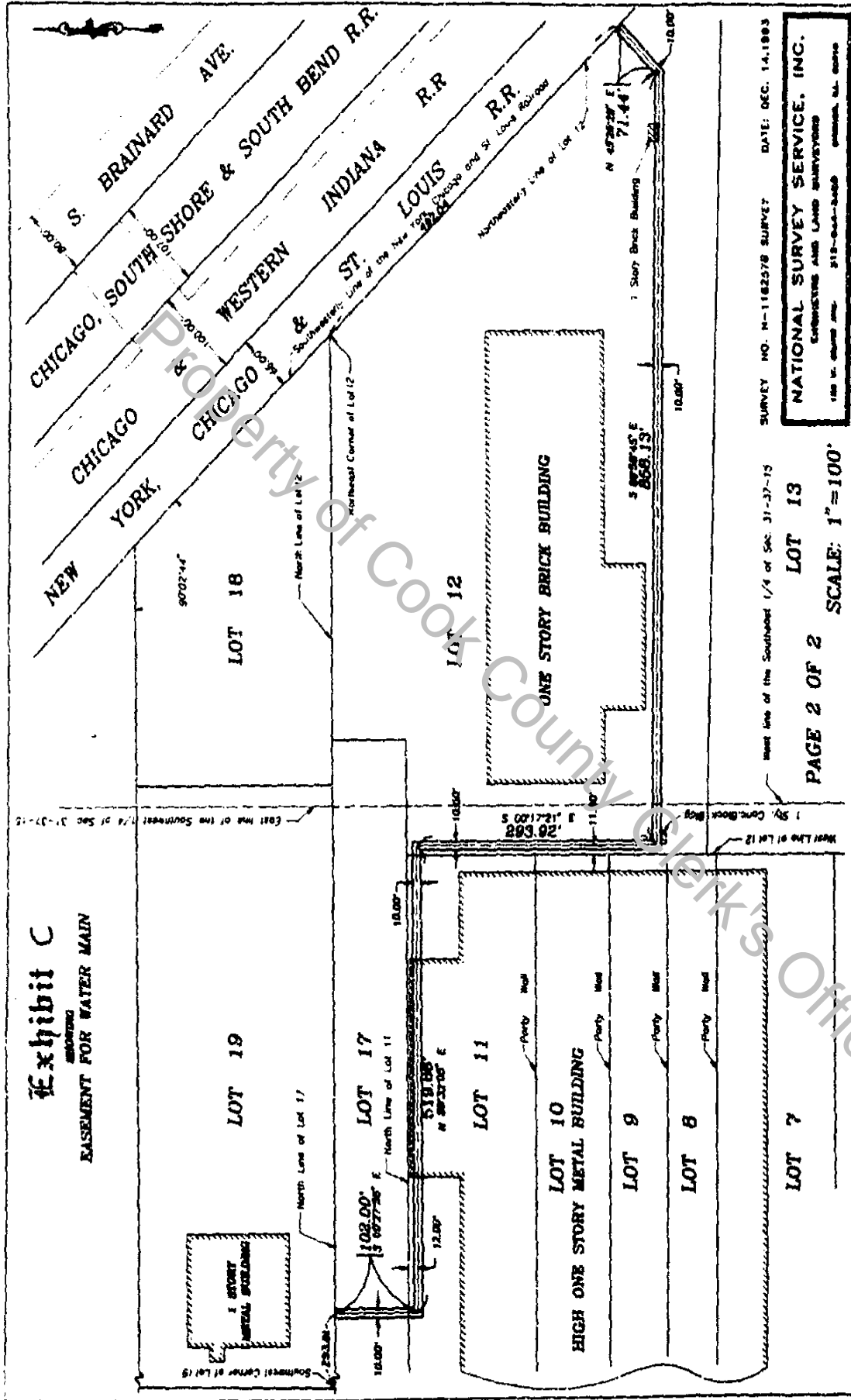
312-944-3460

CHICAGO, ILL. 60610

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SURVEY NO. N-1182378 SURVEY DATE: DEC. 14, 1993
NATIONAL SURVEY SERVICE, INC.
SURVEYING AND LAND SUBDIVISION
100 N. LAUREL AVE. ST. LOUIS, MO. 63102

West line of the Southeast 1/4 of Sec. 31-37-15
PAGE 2 OF 2
LOT 13
SCALE: 1" = 100'

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EXHIBIT D

Gas Line Easement

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Exhibit D

EASEMENT FOR GAS MAIN

AN EASEMENT FOR GAS MAIN PURPOSES 10 FEET WIDE LYING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE NORTH LINE OF LOT 17, A DISTANCE OF 322.65 FEET EAST OF THE SOUTHWEST CORNER OF LOT 19, THENCE SOUTH 0 DEGREES 27 MINUTES 55 SECONDS EAST, PERPENDICULAR TO SAID NORTH LINE, 30.00 FEET; THENCE NORTH 89 DEGREES 32 MINUTES 05 SECONDS EAST, ALONG A LINE DRAWN 30.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE, 539.74 FEET; THENCE SOUTH 0 DEGREES 17 MINUTES 21 SECONDS EAST, ALONG A LINE DRAWN 39.50 FEET EAST OF AND PARALLEL WITH THE MOST WESTERLY LINE OF LOT 12, A DISTANCE OF 391.39 FEET; THENCE NORTH 89 DEGREES 32 MINUTES 45 SECONDS EAST 779.15 FEET; THENCE NORTH 0 DEGREES 24 MINUTES 47 SECONDS WEST 9.62 FEET; THENCE NORTH 43 DEGREES 03 MINUTES 45 SECONDS WEST 20.66 FEET; THENCE NORTH 45 DEGREES 26 MINUTES 29 SECONDS EAST, ALONG A LINE DRAWN PERPENDICULAR TO THE NORTHEASTERLY LINE OF LOT 12, A DISTANCE OF 98.88 FEET TO A POINT ON SAID NORTHEASTERLY LINE, 456.43 FEET SOUTHEASTERLY OF THE NORTHEAST CORNER OF LOT 12, ALL IN CHICAGO ENTERPRISE CENTER SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD, THE NORTHERLY TERMINUS OF SAID EASEMENT BEING THE NORTH LINE OF SAID LOT 17 AND THE EASTERLY TERMINUS OF SAID EASEMENT BEING THE NORTHEASTERLY LINE OF SAID LOT 12, IN COOK COUNTY, ILLINOIS.

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N - 110257A SURVEY

DATE: DEC. 14, 1993

NATIONAL SURVEY SERVICE, INC.

ENGINEERS AND LAND SURVEYORS

120 W. GRAND AVE.

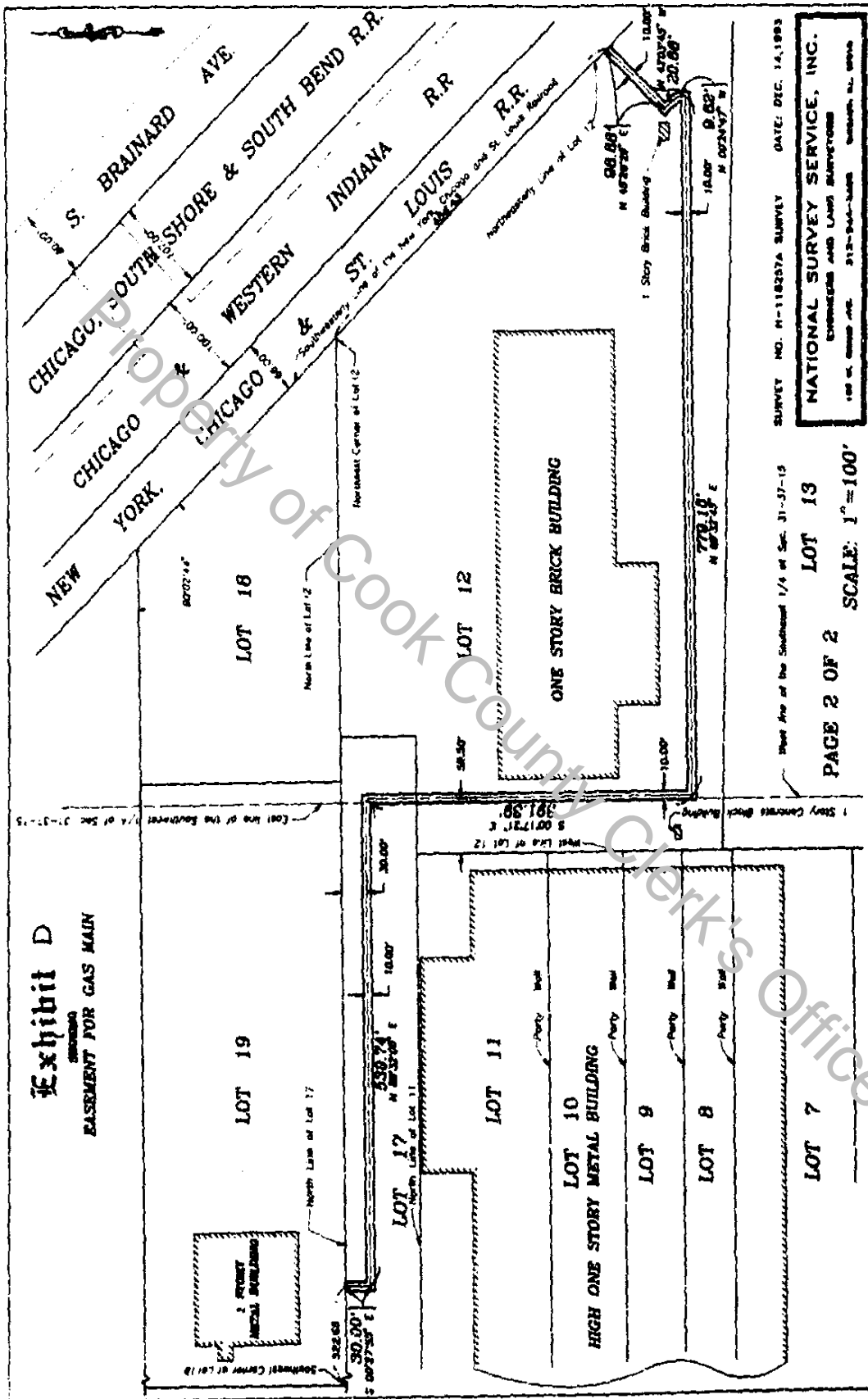
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CHICAGO, ILL. 60610

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EXHIBIT E

Sewer Easement

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Exhibit E

EASEMENT FOR SANITARY SEWER

AN EASEMENT FOR SANITARY SEWER PURPOSES 10 FEET WIDE LYING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE NORTH LINE OF LOT 17, A DISTANCE OF 303.81 FEET EAST OF THE SOUTHWEST CORNER OF LOT 19, THENCE SOUTH 0 DEGREES 27 MINUTES 55 SECONDS EAST, PERPENDICULAR TO SAID NORTH LINE, 102.00 FEET; THENCE NORTH 89 DEGREES 32 MINUTES 05 SECONDS EAST, ALONG A LINE DRAWN 12.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF LOT 11, A DISTANCE OF 509.86 FEET; THENCE SOUTH 0 DEGREES 17 MINUTES 21 SECONDS EAST, ALONG A LINE DRAWN 11.00 FEET EAST OF AND PARALLEL WITH THE MOST WESTERLY LINE OF LOT 12, A DISTANCE OF 87.06 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 35 SECONDS EAST, ALONG A LINE DRAWN PERPENDICULAR TO THE 8 FOOT EASEMENT FOR INTERCEPTING SEWER CREATED BY DOCUMENT NO. 11968813, A DISTANCE OF 13.50 FEET TO A POINT ON THE WEST LINE OF SAID EASEMENT, ALL IN CHICAGO ENTERPRISE CENTER SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD, THE NORTHERLY TERMINUS OF SAID EASEMENT BEING THE NORTH LINE OF SAID LOT 17 AND THE EASTERLY TERMINUS OF SAID EASEMENT BEING THE WEST LINE OF SAID EASEMENT FOR INTERCEPTING SEWER, IN COOK COUNTY, ILLINOIS.

N - 118257C SURVEY

DATE: DEC. 14, 1993

NATIONAL SURVEY SERVICE, INC.
ENGINEERS AND LAND SURVEYORS

126 W. GRAND AVE.

312.944.3480

CHICAGO, ILL. 60610

PAGE 1 OF 2

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