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THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING
RETRUN TO:

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Goldberg, Kohn, Bell, Black
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97071502

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COOK COUNTY SS 00009

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

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LAWYERS TITLE INSURANCE CORPORATION

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

Tenant Name: Insurance Company of North America
Trade Name: CIGNA
Floor/Unit No.: Floors 18, 19 and part of 22

THIS AGREEMENT is dated the 20 day of February, 1997, and is made by and among (i) CONNECTICUT GENERAL LIFE INSURANCE COMPANY ("Connecticut"), having an address c/o CIGNA Investments, Inc., 900 Cottage Grove Road, Bloomfield, Connecticut 06002, Attn: Real Estate Investment Services S-319, (ii) AMERICAN GENERAL LIFE INSURANCE COMPANY ("American General"), having an address of P.O. Box 1493, A34-04, Houston, Texas 77251-1493, Attn: Ned Graber, (iii) THE VARIABLE ANNUITY LIFE INSURANCE COMPANY ("VALIC"), having an address of P.O. Box 1493, A34-04, Houston, Texas (American General and VALIC are hereinafter referred to collectively as "AG") (Connecticut and AG are hereinafter collectively referred to as "Mortgagee"), (iv) AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as trustee under Trust Agreement dated May 15, 1989, and known as Trust No. 108347-03 ("American National"), whose address is 33 North LaSalle Street, Chicago, Illinois 60690, (American National is hereinafter referred to as "Landlord"), (v) LASALLE NATIONAL BANK, not personally but as trustee under Trust Agreement dated November 1, 1956 and known as Trust No. 35766 (hereinafter referred to as "Owner"), whose address is 135 South LaSalle Street, Chicago, Illinois 60603, and (vi) Insurance Company of North America having an address of 525 W. Monroe Street, Chicago, IL 60661 ("Tenant").

RECITALS:

A. Tishman Speyer Monroe Venture, a Limited Partnership ("TSP") and Owner entered into a Lease with Dala XI(A) B.V. ("Dala") dated as of May 15, 1989 (the "Master Lease") whereby TSP and Owner leased to Dala the land and improvements known as 525 West Monroe Street in Chicago, Illinois, which real property is more particularly described on Exhibit A attached hereto and made a part hereof (the "Property");

B. Dala assigned all of its right, title and interest in and to the Master Lease to American National pursuant to an Assignment by and between Dala and American National dated effective as of May 15, 1989;

C. Tenant has entered into a lease ("Lease") dated December 9, 1985 with Landlord as lessor covering the premises (the "Premises") at the Property which Premises are described in the Lease and identified by the above Unit Number. The Lease has been amended as follows: Letter Agreement dated June 18, 1987; First Amendment dated August 31, 1987 and Second Amendment dated August 3, 1994.

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D. Mortgagee has agreed to make or has made a mortgage loan (the "Loan") in the amount of \$90,000,000 to Owner, secured by a Mortgage and Security Agreement (the "Mortgage"), and by an Assignment of Rents and Leases (the "Assignment") encumbering, *inter alia*, Landlord's and Owner's interest in the Lease, Owner's interest in the Master Lease, and Owner's interest in the Premises.

E. It is to the mutual benefit of all the parties hereto that Mortgagee shall make the Loan to Owner.

F. It is a condition precedent to obtaining the Loan that the Mortgage be a lien or charge upon the Property and the Premises unconditionally prior and superior to the Lease and the leasehold interest of Tenant thereunder.

G. Tenant acknowledges that the Mortgage, when recorded, will constitute a lien or charge upon the Premises which is unconditionally prior and superior to the Lease and the leasehold interest of Tenant thereunder.

H. Tenant agrees to attorn to Mortgagee and Owner on the terms and conditions set forth in the Lease all as more particularly set forth below.

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

1. The Lease and all extensions, renewals, replacements or modifications thereof are and shall be subject and subordinate to the lien of the Mortgage and all terms and conditions thereof insofar as it affects the Property of which the Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of amounts secured thereby and interest thereon. Mortgagee may, at any time, by a duly recorded instrument, subordinate the lien of the Mortgage and all such terms and conditions thereof to the Lease and all extensions, renewals, replacements and modifications consented to by Mortgagee.

2. In the event Mortgagee succeeds to the interest of Landlord or Owner under the Lease, then from and after such event, Tenant shall attorn to and recognize any purchaser at a foreclosure sale under the Mortgage, any transferee who acquires the Premises by deed in lieu of foreclosure, and the successors and assigns of such purchaser(s), as its landlord for the unexpired balance (and any extensions, if exercised) of the term of the Lease on the same terms and conditions set forth in the Lease.

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3. If it becomes necessary to foreclose the Mortgage, Mortgagee shall neither terminate the Lease nor join Tenant in summary or foreclosure proceedings so long as Tenant is not in default under any of the terms, covenants, or conditions of the Lease.

4. If Mortgagee succeeds to the interest of Landlord or Owner under the Lease, Mortgagee shall not be:

a. liable for any act or omission of any prior landlord (including Landlord or Owner);

b. liable for the return of any security deposit unless such deposit has been delivered to Mortgagee by Landlord or Owner or is an escrow fund available to Mortgagee;

c. subject to any offsets or defenses that Tenant might have against any prior landlord (including Landlord or Owner);

d. bound by any rent or additional rent that Tenant might have paid for more than the current month to any prior landlord (including Landlord or Owner);

e. bound by an amendment, modification, or termination of the Lease made without Mortgagee's consent provided, however, that if such amendment or modification does not reduce the rent or shorten the term or adversely affect in any other respect to any material extent the rights of the Landlord, such Mortgagee's consent shall not be required;

f. personally liable under the Lease, Mortgagee's liability thereunder being limited to its interest in the Property; or

g. bound by any notice of termination given by Landlord or Owner to Tenant without Mortgagee's prior written consent thereto.

5. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their successors and assigns.

6. Tenant shall give Mortgagee, by certified mail, return receipt requested, or by commercial overnight delivery service, a copy of any notice of default served on Landlord or Owner, at Mortgagee's address set forth above or at such other address as to which Tenant has been notified in writing. If Landlord or Owner shall have failed to cure such default within any grace period provided for in the Lease, then Mortgagee shall have an additional ten (10) days within which to cure any default capable of being cured by the payment of money and an additional thirty (30) days within which to cure any other default or if

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such non-monetary default cannot be cured within that time, then such additional time as may be necessary to cure such default shall be granted if within such thirty (30) days Mortgagee has commenced and is diligently pursuing the remedies necessary to cure such default (including, but not limited to, commencement of foreclosure proceedings, if necessary to effect such cure), in which event the Lease shall not be terminated while such remedies are being so diligently pursued.

7. Owner has agreed under the Mortgage and other loan documents, and Owner and Landlord have agreed under the Assignment, that rentals payable under the Lease shall be paid directly by Tenant to Mortgagee upon default by Owner under the Mortgage. After receipt of notice from Mortgagee to Tenant, at the address set forth above or at such other address as to which Mortgagee has been notified in writing, that rentals under the Lease should be paid to Mortgagee, then notwithstanding any other direction from Landlord or Owner, Tenant shall pay to Mortgagee, or at the direction of Mortgagee, all monies due or to become due to Landlord or Owner under the Lease. Tenant shall not be given credit for any payment made in contravention of Mortgagee's notice. Tenant shall have no responsibility to ascertain whether such demand by Mortgagee is permitted under the Mortgage, or to inquire into the existence of a default. Landlord and Owner hereby waive any right, claim, or demand they may now or hereafter have against Tenant by reason of such payment to Mortgagee, and any such payment shall discharge the obligations of Tenant to make such payment to Landlord or Owner, as applicable.

8. Tenant declares, agrees and acknowledges that Mortgagee, in making disbursements pursuant to any agreement relating to the Loan, is under no obligation or duty to, nor has Mortgagee represented that it will, see to the application of such proceeds by the person or persons to whom Mortgagee disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement shall not defeat the subordination herein made in whole or in part.

9. Tenant and Landlord hereby ratify and confirm each and every term, condition and provision of the Lease such that, in the event that the Master Lease is terminated or cancelled or expires for any reason whatsoever, Tenant shall be bound to Owner or Mortgagee, as applicable, under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining, and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if Owner or Mortgagee, as applicable, were the landlord under the lease, and Tenant does hereby attorn to Owner and to Mortgagee, said attornment to be self-operative without the execution of any further instruments on the part of any of the parties hereto, immediately upon the termination, cancellation or expiration of the Master Lease, as the case may be, and Owner and Mortgagee hereby agree to

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recognize Tenant, not disturb Tenant's possession of the Premises, and agree to be bound by all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining, and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease (except as otherwise provided in Paragraph 4 hereinabove with regard to Mortgagee), with the same force and effect as if Owner or Mortgagee, as applicable, were the landlord under the Lease.

10. Any instrument, notice or other document to be executed or delivered by Mortgagee pursuant to this Agreement shall be binding upon all parties constituting Mortgagee if executed or delivered by Connecticut General Life Insurance Company.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

Mortgagee:

CONNECTICUT GENERAL LIFE INSURANCE COMPANY

By: CIGNA Investments, Inc

Date: 12/7/96

By: *William C. Carlson*
Its: WILLIAM C. CARLSON

VICE PRESIDENT
LIFE INSURANCE COMPANY

AMERICAN GENERAL REALTY ADVISORS, INC

Date: 12-10-96

By: *[Signature]*
Its: *[Signature]*
Real Estate Investment Officer

THE VARIABLE ANNUITY LIFE INSURANCE COMPANY

By: *[Signature]*
Its: *[Signature]*
Real Estate Investment Officer

Date: 12-10-96

Landlord:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as trustee under Trust Agreement dated May 15, 1989, and known as Trust No. 108347-03

By: *[Signature]*
Its: *[Signature]*

Date: *[Signature]*

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Owner:

LASALLE NATIONAL BANK, not personally but as trustee under Trust Agreement dated November 1, 1966 and known as Trust No. 35766

By: *Barney Callan*
Its: Barney Callan, Esq.

Date: 1-20-97

Tenant:

INSURANCE COMPANY OF NORTH AMERICA

By: *[Signature]*
Its: [Signature]

Date: 11-13-96

Philip D'Oria Jr.
Assistant Vice President
Corporate Real Estate
Authorized Signatory

The undersigned, being duly qualified Land Trustee,
do hereby certify that the above is a true and correct
copy of the original as the same appears in the
records of the Cook County Clerk's Office.
Witness my hand and seal of office
this 13th day of November, 1996.

COOK COUNTY CLERK'S OFFICE
JANUARY 1997

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[CII ON BEHALF OF CGLIC]

STATE OF CONNECTICUT)
) SS.
COUNTY OF HARTFORD)

On this 2 day of December 1994 personally appeared William L. GATSON who acknowledged himself to be the President of CIGNA INVESTMENTS, INC., a corporation, and that he being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand.

Susan M Ginsberg
Notary Public

My Commission Expires: SUSAN M. GINSBERG
NOTARY PUBLIC
MY COMMISSION EXPIRES SEPT. 30, 1997

STATE OF TEXAS)
) SS.
COUNTY OF HARRIS)


On this 10th day of December, personally appeared Rembert R. Owen, Jr., who acknowledged himself to be the Real Estate Investment Officer of AMERICAN GENERAL REALTY ADVISORS, INC., a TEXAS corporation, and that he being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation.

LIFE
INSURANCE
COMPANY

IN WITNESS WHEREOF, I hereunto set my hand.

Christine Sowell
Notary Public

My Commission Expires: 1-28-98

 **CHRISTINE SOWELL**
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JAN. 28, 1998

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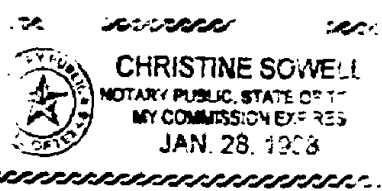
THE STATE OF TEXAS §
§ SS.
COUNTY OF HARRIS §

On this 10th day of December, personally appeared Rembert R. Owen, Jr., who acknowledged himself to be the Real Estate Investment Officer of THE VARIABLE ANNUITY LIFE INSURANCE COMPANY, a TEXAS corporation, and that he being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand.

Christine Sowell
Notary Public

My Commission Expires:
1-28-98



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

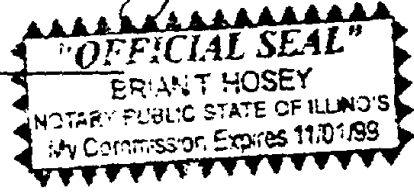
I, Brian T. Hoesy, a Notary Public in and for said County in the State aforesaid, do hereby certify AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated May 1, 1989 and known as Trust No. 108347-03 and

Eileen F. Neary, Secretary of said corporation, both personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such respective officers, appeared before me this day in person and acknowledged that they signed and delivered such instrument as their own free and voluntary acts and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal on JAN 27 1997, 19__.

Brian T. Hoesy
Notary Public

My Commission Expires:



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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____, President of LA SALLE NATIONAL TRUST, N.A., AS SUCCESSOR TRUSTEE TO LA SALLE NATIONAL BANK not personally but as Trustee under Trust Agreement dated November 1, 1996 and known as Trust Number 35766 and

Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

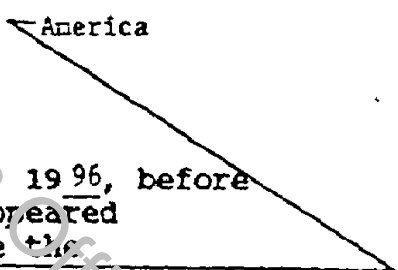
GIVEN under my hand and Notarial Seal, this 30th day of June, A.D., 1997

Jack Felt
Notary Public

My Commission Expires: 11/1/98

[Tenant-corporation]

STATE OF PENNSYLVANIA)
) SS
COUNTY OF PHILADELPHIA)



On this 13th day of November, 1996, before me, a notary public, the undersigned personally appeared Philip J. D'Orta, Jr., who acknowledged himself to be the authorized signatory of Insurance Company of North Pennsylvania a corporation, and the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such authorized signatory.

Given under my hand and Notarial seal this 13th day of November, 1996.

Margarita Green
Notary, Public

My Commission Expires:
August 2, 1999

NOTARIAL SEAL
MARGARITA GREEN, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Aug 2 1999

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EXHIBIT A

Description of Premises

Lots 2 and 3 (except from said Lot 3 part used as alley) in Block 50 in the School Section Addition to Chicago of Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

ALSO;

Lots 1 to 9 in J. D. P. Ogden's Subdivision of Lot 4 in Block 50, in School Section Addition to Chicago, in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

ALSO;

Lots 1 to 5 in W. McNeill's Subdivision of Lot 1 in Block 50, in School Section Addition to Chicago, in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

ALSO;

The vacated 9 1/2 feet alley West of and adjoining Lots 1 to 9 in J. D. P. Ogden's Subdivision aforesaid, and the East of and adjoining Lot 3 in Block 50 in School Section Addition aforesaid, all in Cook County, Illinois.

PROPERTY ADDRESS: 525 West Monroe Street, Chicago, Illinois

PIN NOS.: 17-16-108-030
17-16-108-031

This Agreement Prepared By:

Glenn T. Garfinkel
Gould & Ratner
222 North LaSalle Street
Suite 800
Chicago, IL 60601

After Recording Return To:

Michael Gray
Goldberg, Kohn, Bell, Black,
Rosenbloom and Moritz
55 East Monroe Street
Chicago, IL 60603

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