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**ASSIGNMENT, ASSUMPTION AND MODIFICATION OF NOTE,
MORTGAGE AND LOAN DOCUMENTS**

**55 East Monroe
Chicago, Illinois**

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98-585258

ASSIGNMENT, ASSUMPTION AND MODIFICATION OF NOTE, MORTGAGE AND LOAN DOCUMENTS

55 East Monroe
Chicago, Illinois

This ASSIGNMENT, ASSUMPTION and MODIFICATION OF NOTE, MORTGAGE AND LOAN DOCUMENTS (this "Agreement") is made ^{as of} this 1st day of July, 1998, by and between 55 EAST MONROE BUILDING L.L.C., a Delaware limited liability company ("Assignor"), TST 55 EAST MONROE, L.L.C., a Delaware limited liability company ("Assignee") and CONNECTICUT GENERAL LIFE INSURANCE COMPANY, a Connecticut corporation ("Mortgagee").

WHEREAS, Mortgagee has made a loan (the "Loan") to Assignor in the original principal amount of Sixty Million and No/100 Dollars (\$60,000,000.00), as evidenced by a Promissory Note dated June 16, 1995 from Assignor in favor of Mortgagee (the "Note"), which Note bears interest at the rate of 9.08% per annum and is secured, *inter alia*, by a Mortgage and Security Agreement dated June 16, 1995 recorded in the Real Property Records of Cook County, Illinois as Document Number 95399779 (the "Mortgage"), encumbering the leasehold interests in certain real property located in the City of Chicago, County of Cook, State of Illinois together with improvements thereon, commonly known as "55 East Monroe", all as more particularly described in the Mortgage and on Exhibit A attached hereto and made a part hereof (the "Property"), and by an Assignment of Rents and Leases dated as of June 16, 1995 from Assignor to Mortgagee and recorded in the Real Property Records of Cook County, Illinois as

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Document Number 95399780 (the "Assignment of Leases") (the Note, the Mortgage, the Assignment of Leases and all other documents and instruments evidencing, securing or relating to the Loan, as the same may have been amended or modified in writing, including, without limitation, this Agreement, the Original Documents (defined below), the Replacement Documents (defined below), the New Borrower's Certificate (defined below) and any other documents listed on Exhibit B attached hereto and made a part hereof, are collectively referred to herein as the "Loan Documents"); and

WHEREAS, simultaneously with the execution and delivery of this Assignment, all of Assignor's right, title and interest in and to the Property has been transferred through a series of transfers, to Assignee; and

WHEREAS, the parties hereto desire that Assignee shall assume, subject to the limitations on liability therein contained, the rights, obligations and duties of Assignor in, to and under the Loan Documents, as more particularly described below; and

WHEREAS, in connection with the transfer of Assignor's interest in the Property and in the Loan Documents and the assumption by Assignee, the parties desire to amend certain terms and conditions in the Loan Documents;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

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1. Assignment and Assumption. Assignor hereby assigns, transfers and delegates to Assignee, and Assignee hereby assumes, from and after the date hereof, all of Assignor's right, title, interest, duties and obligations of every kind in, to and under the Loan Documents, whether or not shown on Exhibit B hereto, and Assignee hereby agrees to perform each and every agreement, covenant, obligation and duty of Assignor under the Loan Documents accruing or effective from and after the date hereof, including, without limitation, its promise to pay the Note to the order of Mortgagee, as well as any and all exceptions to any provisions contained in the Loan Documents limiting Mortgagee's recourse under the Loan Documents (all of the foregoing together, the "Obligations"), and to be bound by each and every term of the Loan Documents as though the same had been originally made, executed and delivered by Assignee as of the date hereof. Mortgagee hereby releases Assignor from the Obligations under the Loan Documents first accruing from and after the date hereof, except for liability accruing under the Personal Liability Agreement listed as Item No. 4 on Exhibit B hereto, but only as it relates to fraud or misrepresentation arising in connection with the Old Borrower's Certificate (as hereinafter defined)

Notwithstanding anything to the contrary set forth herein, Assignee's assumption and agreement to perform and be bound by Assignor's obligations, covenants and agreements in the Loan Documents as set forth above is in all respects made subject to the limitations on liability set forth in the Loan Documents, it being the intention of Mortgagee and Assignee that Assignee's liability under the Loan Documents be limited to the same extent as that of Assignor under the Loan Documents.

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2. Replacement and Additional Documents. Notwithstanding anything herein to the contrary, the documents listed on Exhibit B as Items numbered 4 (Personal Liability Agreement), 6 (Environmental Indemnification Agreement), and 7 (Real Estate Tax Escrow Agreement) (each, an "Original Document", and, collectively, the "Original Documents") shall be replaced from and after the date hereof with the respective documents of the same respective title as shown on Exhibit C attached hereto and made a part hereof (each, a "Replacement Document" and, collectively, the "Replacement Documents"). Accordingly, all references in any of the Loan Documents to any or all of the Original Documents shall be deemed to refer to the applicable respective Replacement Document or Replacement Documents, from and after the date hereof. In addition, Assignee has executed and delivered that certain New Borrower's Certificate of even date herewith in favor of Mortgagee (the "New Borrower's Certificate") and certain UCC-3 financing statements of even date herewith and Assignor has executed and delivered that certain Old Borrower's Certificate of even date herewith (the "Old Borrower's Certificate"), all of which shall be deemed to be Loan Documents.

3. Consent to Transfer and Waiver of Due on Transfer Provision. Mortgagee hereby consents and agrees to the transfer of the Property to Assignee, subject to the assignment and assumption of Loan Documents as provided herein. To the extent such a conveyance of the Property to Assignee constitutes a default under the Loan Documents, Mortgagee hereby waives such default, provided, however, that it shall be an Event of Default under the Note, the Mortgage and the other Loan Documents if, at

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any time while the Loan is outstanding, (a) Assignee ceases to own the entire leasehold interest in the Property, (b) Tishman Speyer/Travelers Real Estate Venture, L.P., a Delaware limited partnership (the "Fund"), ceases to be the sole member of Assignee, or (c) Tishman Speyer Crown Equities and Travelers Opportunity Fund I, L.L.C. cease to collectively control and own, directly or indirectly, all of the beneficial and ownership interests in the Fund. The provisions of Section 24 of the Mortgage permitting certain transfers of interests in the Property and in Assignor are of no further force or effect.

Notwithstanding any other provision of this Agreement and the Mortgage or the other Loan Documents to the contrary, except for Section 55 (ERISA) of the Mortgage, any person or entity that, as of the date hereof, owns, directly or indirectly, an interest in Assignee may transfer, assign or hypothecate such interest, and may create new direct or indirect ownership interests for new investors or reorganize the ownership structure of Assignee or the Fund, subject to the following:

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(a) There is no monetary Event of Default under the Mortgage or under any other Loan Documents at the time of transfer and no non-monetary Event of Default under the Mortgage or under any other Loan Documents at the time of transfer;

(b) If such transfer or any series of related transfers affects ten percent (10%) or more of the direct or indirect ownership interests in Assignee, or there are created direct or indirect ownership interests in Assignee of ten percent (10%) or more, Assignee shall give written notice to Mortgagee of such intended transfer or new

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(d) Assignee shall pay for all of Mortgagee's costs and expenses associated with the transfer, including, without limitation, reasonable attorneys' fees charged by Mortgagee's in-house counsel or outside counsel.

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Notwithstanding the foregoing restrictions on transfers and encumbrances and Section 26 of the Mortgage, in no event shall the restrictions on transfer or encumbrance of direct or indirect interests in Assignee set forth herein or in the Mortgage apply to transfers or encumbrances of or other transactions pertaining to the capital stock of The Travelers Insurance Company or its direct or indirect parent company.

"Family Members" as used herein shall mean: (a) any lineal descendant of Henry Crown, Irving Crown, Jerry I. Speyer or Robert V. Tishman; (b) any spouse or adopted child of such lineal descendant; (c) any trustee or trustees for the exclusive benefit of any of the persons or entities named in clause (a) or (b) above, or in clause (d) below; or (d) any partnership, corporation, or other entity which is ninety-five percent (95%) owned and controlled, either directly or indirectly, by any of the persons named in clause (a) or (b) above.

"Affiliate" shall mean, with respect to any trust, estate, partnership, limited liability company, corporation or any other incorporated or unincorporated organization (each a "Person"), a Person that is controlling, controlled by, or under common control with any other Person. For purposes hereof, "control" (including its correlative usages,

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"controlled by" and "under common control with") shall mean possession, directly or indirectly through one or more intermediaries, of direct or indirect ownership of more than fifty percent (50%) of the ownership interests in such Person.

Mortgagee hereby approves Tishman Speyer Properties, L.P., as the property manager for the Property (provided that Mortgagee shall have the continuing right to approve any written management agreement, if any, and management fee, if any, for management of the Property) in accordance with the terms of the Loan Documents.

4. Loan Balance; Maturity; Interest Rate Reduction. Before application of the payment of principal and interest due on July 1, 1998, the outstanding principal balance of the Note was \$55,576,290.70. The maturity date of the Note is December 31, 2002. Mortgagee hereby certifies to Assignee, to Mortgagee's actual knowledge without independent inquiry, no default exists under the Loan Documents.

5. No Defenses, Claims, and Offsets. Assignor and Assignee hereby represent and warrant, to each other and to Mortgagee, that, as of the date hereof, neither they nor their partners, employees, directors, officers, affiliates, predecessors, stockholders, agents, managers, members or representatives have any disputes, claims, defenses, counterclaims, offsets or defaults of any kind or nature against Mortgagee, or any of its partners, employees, directors, officers, affiliates, predecessors, stockholders, agents or representatives, or under any of the Loan Documents or the obligations represented hereby.

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6. Notice Provision. Any notices which are required under the Loan

Documents shall be deemed given when delivered in the time and manner as set forth in the Loan Documents to the following addresses, as applicable:

If to Assignee: TST 55 East Monroe, L.L.C.
c/o Tishman Speyer Properties
520 Madison Avenue, 6th Floor
New York, NY 10022
Attn: CFO and General Counsel

If to Mortgagee: Connecticut General Life Insurance Company
c/o CIGNA Investments, Inc.
900 Cottage Grove Road
Bloomfield, CT 06002
Attn: Real Estate Investment Services, S-313

and a copy to: CIGNA Corporation
900 Cottage Grove Road
Bloomfield, CT 06002
Attn: Investment Law Department, S-215A

If to Assignor: 55 East Monroe Building L.L.C.
c/o CC Industries, Inc.
222 North LaSalle Street, Suite 1000
Chicago, IL 60601
Attn: Charles Goodman

and a copy to: Gould & Ratner
222 North LaSalle Street, Suite 800
Chicago, IL 60601
Attn: Stephen P. Sandler, Esq.

6. Definitions. Any reference in the Loan Documents to the Note, the Mortgage, or to any or all of the Loan Documents shall be deemed to mean the Note, the Mortgage, or any or all of the Loan Documents, as applicable, as modified by this

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Agreement, including, without limitation, any new or replacement documents referred to in Section 2 hereof.

8. Entire Agreement. This Agreement, the Note, the Mortgage and the other Loan Documents constitute the entire agreement between the parties. Except as expressly stated herein, the Note, the Mortgage, and the other Loan Documents remain unmodified and all the terms and conditions thereof are in full force and effect. In the event of a conflict between the Loan Documents and this Agreement, this Agreement shall control.

9. No Oral Amendment. This Agreement may not be modified or amended, nor any of the terms or conditions hereof be waived, except by an instrument in writing signed by the affected parties.

10. Successor and Assigns. This Agreement shall be binding upon and inure to the benefit of the Assignor, Assignee and Mortgagee, and each of their respective successors and assigns; provided, however, nothing herein contained shall be construed to allow Assignee to assign its obligations hereunder or under the Note, the Mortgage, or any of the other Loan Documents, or to make any further conveyance of the Property, shares of stock or an assignment of beneficial interest in any trust except in complete compliance with the terms hereof and the Loan Documents.

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

12. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which is deemed to be a complete original, but all of which, taken together, shall constitute but one agreement.

13. Captions. The captions, headings and arrangements of this Agreement are for convenience only and do not affect the meaning of the terms and provisions hereof.

14. Preservation of Lien. Nothing herein contained, and nothing done pursuant hereto, shall affect the lien and effect of the Mortgage, the Assignment of Leases, or any of the other Loan Documents, or the priority thereof over other liens, charges or encumbrances, or, except as herein specifically provided to the contrary, shall release or diminish the liability of any party, who may now or hereafter be liable under or on account of the Loan, nor shall anything herein contained or done pursuant hereto affect any other security or right held by or belonging to Mortgagee under the Loan Documents as security for or evidence of the Loan.

15. Further Assurances. Assignor and Assignee covenant that, at Mortgagee's reasonable request, each will promptly prepare, execute, join in the execution of, endorse or provide such further documents, cause further documents to

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be filed or recorded with governmental offices, and take such further steps as may be necessary in connection with the Property, the Loan, or the Loan Documents to effectuate or evidence this Agreement and the transactions contemplated hereby.

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16. Severability. In case any one or more of the terms, provisions, agreements, or obligations hereof shall be invalid, illegal or unenforceable in any respect, the validity of the remaining terms, provisions, agreements and obligations shall be in no way affected, prejudiced or disturbed thereby.

17. Authority. Each party hereto warrants that it has the authority to enter into this Agreement, and that the Agreement and all things to be done or authorized to be done hereunder are fully enforceable in accordance with the terms hereof.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first above written.

ASSIGNOR:

55 EAST MONROE BUILDING L.L.C., a Delaware limited liability company

By: 2800 Lake Shore Drive Company, an Illinois limited partnership

By: J-C-G Venture, an Illinois joint venture

By: Lester Crown
Name: Lester Crown, Individual and Trustee of
Its: General Partner *the John J. Crown living Trust*

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ASSIGNEE:


TST 55 EAST MONROE, L.L.C., a Delaware limited liability company

By: Tishman Speyer/Travelers Real Estate Venture, L.P., a Delaware limited partnership, its sole member

By: Tishman Speyer/Travelers Associates, a Delaware general partnership, its general partner

By: TSCE Real Estate Venture, L.P., a Delaware limited partnership, its general partner

By: TSCE Venture Corp., a Delaware corporation, its general partner

By: 
Name: Brian Selzer
Its: VP

MORTGAGEE:

CONNECTICUT GENERAL LIFE INSURANCE COMPANY, a Connecticut corporation

By: CIGNA Investments, Inc., a Delaware corporation, its authorized signatory

By: _____
Name: Frank Sataline
Its: Managing Director

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ASSIGNEE:

TST 55 EAST MONROE, L.L.C., a Delaware limited liability company

By: Tishman Speyer/Travelers Real Estate Venture, L.P., a Delaware limited partnership, its sole member

By: Tishman Speyer/Travelers Associates, a Delaware general partnership, its general partner

By: TSCE Real Estate Venture, L.P., a Delaware limited partnership, its general partner

By: TSCE Venture Corp., a Delaware corporation, its general partner

By: _____

Name:

Its:

MORTGAGEE:

CONNECTICUT GENERAL LIFE INSURANCE COMPANY, a Connecticut corporation

By: CIGNA Investments, Inc., a Delaware corporation, its authorized signatory

By: Frank Sataline

Name: Frank Sataline

Its: Managing Director

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Glenn Garfinkel, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Lester Crown, *the general partner of J-C-G, an Illinois joint venture, as general partner of 2800 Lake Shore Drive Company, an Illinois limited partnership, who is a member of 55 East Monroe Building L.L.C. in whose name on the foregoing instrument is executed, appeared before me this day in person and acknowledged that he signed and delivered the same instrument as his free and voluntary act and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 1st day of July, 1998.

[Signature]
Notary Public

* as Trustee of the John J. Crown Living Trust and as

My commission expires: _____



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COUNTY OF NEW YORK)

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STATE OF NEW YORK)

On the 1st day of July, 1998 before me, the undersigned, a notary public in and for said State, personally appeared Bruce Sabat, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

ROSE A. SCALIA
Notary Public, State of New York
No. 01904836954
Qualified in Queens County
Commission Expires 5/31/99

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ROBERT A. BARR
County Clerk
Cook County
Illinois

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11/17/2010

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EXHIBIT A

Legal Description

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COUNTY CLERK'S OFFICE

PARCEL 1:

LEASEHOLD ESTATE CREATED BY A CERTAIN INDENTURE OF LEASE MADE BY THE UNIVERSITY OF CHICAGO, A NOT FOR PROFIT CORPORATION OF ILLINOIS, AS TRUSTEE UNDER DEED IN TRUST DATED MAY 4, 1916 AND RECORDED JUNE 6, 1916 AS DOCUMENT NUMBER 5882434, CREATING THE ELI B. WILLIAMS AND HARRIET B. WILLIAMS MEMORIAL FUND AND THE UNIVERSITY OF CHICAGO, A NOT FOR PROFIT CORPORATION OF ILLINOIS, TO CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 4, 1966 AND KNOWN AS TRUST NUMBER 49367, DATED MAY 18, 1966 AND RECORDED MAY 23, 1966 AS DOCUMENT NUMBER 19834930, AND AMENDED BY AMENDMENT DATED JULY 15, 1968 AND AMENDMENT TO LEASE DATED FEBRUARY 6, 1973 AND RECORDED FEBRUARY 27, 1973 AS DOCUMENT NUMBER 22233163, AND AMENDED BY AMENDMENT TO LEASE DATED NOVEMBER 29, 1977 AND RECORDED NOVEMBER 29, 1977 AND RECORDED JULY 28, 1978 AS DOCUMENT 2455760, DEMISING AND LEASING FOR A TERM OF YEARS BEGINNING SEPTEMBER 1, 1968 AND ENDING AUGUST 31, 2067, THE FOLLOWING DESCRIBED PREMISES TO WIT:

PARCELS 1-"A" AND 1-"B":

PARCEL 1-"A":

LOTS 2 AND 3 IN BLOCK 4 IN FRACTIONAL SECTION 15, ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 1-"B":

THE NORTH 54 FEET OF LOT 6 IN BLOCK 4 IN FRACTIONAL SECTION 15, ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LEASEHOLDER ESTATE CREATED BY THAT CERTAIN INDENTURE OF LEASE MADE BY THE BAPTIST THEOLOGICAL UNION LOCATED AT CHICAGO, AN ILLINOIS CORPORATION, TO CHICAGO TITLE AND TRUST COMPANY, AN ILLINOIS CORPORATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 4, 1966 AND KNOWN AS TRUST NUMBER 49367, DATED MAY 18, 1966 AND RECORDED MAY 23, 1966 AS DOCUMENT NUMBER 19834981 AND AMENDED BY AMENDMENT DATED JULY 15, 1968 AND AMENDMENT TO LEASE DATED FEBRUARY 6, 1973 AND RECORDED FEBRUARY 27, 1973 AS DOCUMENT NUMBER 22233162 AND AMENDED BY AMENDMENT DATED NOVEMBER 29, 1977 AND RECORDED JULY 28, 1978 AS DOCUMENT 2455761, DEMISING AND LEASING FOR A TERM OF YEARS BEGINNING SEPTEMBER 1, 1968 AND ENDING AUGUST 31, 2067 THE FOLLOWING DESCRIBED PREMISES:

THE LAND:

THE SOUTH 1/4 OF LOT 7 AND SUBLOTS 1, 2, 3, 4 AND 5 OF ASSESSOR'S DIVISION OF LOT 10 IN BLOCK 4 IN FRACTIONAL SECTION 15, ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Handwritten notes:
 + Assignment by a series of amendments, and assigned by a series of assignments, last assigned to SSI EAST MONROE BUILDING, LLC. RECORDED JUNE 21, 1995 AS DOCUMENT NO. 95399778 AND ASSIGNED TO CASWELL NATIONAL BANK AS TRUSTEE UNDER A TRUST AGREEMENT DATED MARCH 3, 1995 AND RECORDED AS TRUST NUMBER 121104 BY INSTRUMENT RECORDED AS DOCUMENT NO. 98583256 AND FURTHER ASSIGNED TO SSI EAST MONROE LLC BY INSTRUMENT RECORDED AS DOCUMENT NO. 98583257

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EXHIBIT A

98583258

Legal Description (Continued)

PARCEL 3:

LEASEHOLD ESTATE CREATED BY A CERTAIN INDENTURE OF LEASE AND ADDENDUM THERE TO MADE BY HARRIS TRUST AND SAVINGS BANK, AN ILLINOIS CORPORATION, SUCCESSOR BY MERGER TO CHICAGO NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 2, 1950 AND KNOWN AS TRUST NUMBER 9484, TO CHICAGO TITLE AND TRUST COMPANY, AN ILLINOIS CORPORATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 4, 1966 AND KNOWN AS TRUST NUMBER 49367, DATED MAY 1, 1969 AND RECORDED DECEMBER 30, 1969 AS DOCUMENT NUMBER 21046254; AND A MEMORANDUM OF WHICH WAS RECORDED JUNE 6, 1969 AS DOCUMENT NUMBER 20863206; AND THE ADDENDUM TO LEASE HAVING BEEN RECORDED AS DOCUMENT NUMBER 20863207; AND THE ADDENDUM NUMBER 2 TO LEASE, HAVING BEEN RECORDED AS DOCUMENT NUMBER 21047587 AND THE ADDENDUM NUMBER 3 TO LEASE, HAVING BEEN RECORDED AS DOCUMENT NUMBER 22233164; DEMISING AND LEASING FOR A TERM OF YEARS BEGINNING MAY 1, 1969 AND ENDING AUGUST 31, 2067 THE FOLLOWING DESCRIBED PREMISES:

THE LAND:

THE NORTH 1/2 OF LOT 7 AND THAT PART OF LOT 6 LYING SOUTH OF THE NORTH 54 FEET THEREOF, (EXCEPT THE EAST 9 FEET OF SAID LOTS) IN BLOCK 4 IN FRACTIONAL SECTION 15, ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

This instrument was prepared by and after recording should be returned to:

Street address of subject property:

Goldberg, Kohn, Bell, Black
Rosenbloom & Moritz, Ltd,
Suite 3900
55 East Monroe Street
Chicago, IL 60603
Attn: Nora A. Naughton, Esq.

55 East Monroe
Chicago, Illinois

Permanent Real Estate Tax Index
Number(s):

17-15-103-001-0000
17-15-103-002-0000
17-15-103-003-0000
17-15-103-009-0000
17-15-103-004-0000

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EXHIBIT B

Loan Documents

1. Promissory Note dated June 16, 1995, in the original principal amount of \$60,000,000 from 55 East Monroe Building L.L.C., a Delaware limited liability company, to Connecticut General Life Insurance Company;
2. Mortgage and Security Agreement dated June 16, 1995 from 55 East Monroe Building L.L.C. to Connecticut General Life Insurance Company, and recorded in the Real Property Records of Cook County, Illinois in Document Number 9539979;
3. Assignment of Rents and Leases dated June 16, 1995 from 55 East Monroe Building L.L.C. in favor of to Connecticut General Life Insurance Company and recorded in the Real Property Records of Cook County, Illinois in Document Number 9539980;
4. Personal Liability Agreement executed and delivered as of June 16, 1995 by C-G Venture No. 1, an Illinois general partnership, C-G Venture No. 2, an Illinois general partnership, C-G Venture No. 4, an Illinois general partnership, C-G Station Venture, an Illinois general partnership, Goodman Trust Venture, an Illinois general partnership, Jupiter M & W Corporation, an Illinois corporation, The Laurie Jayne Crown Trust U/T/A dated June 27, 1957, The Donna Lynn Crown Trust U/T/A dated September 8, 1959, The Bruce Alan Crown Trust U/T/A dated September 8, 1959, The Michael Crown Rothman Trust U/T/A dated June 27, 1957, The Irving and Rose Crown Trust U/T/A dated July 22, 1963, The Rebecca Eileen Crown Trust U/T/A dated May 18, 1953, The Arle Steven Crown Trust U/D/T dated December 10, 1952, The James Schine Crown Trust U/T/A dated July 8, 1953, The Patricia Ann Crown Trust U/T/A dated December 13, 1954, The Daniel Morris Crown Trust U/T/A dated June 24, 1957, The Susan Crown Trust U/T/A dated May 11, 1959, The Debra Lee Crown Trust U/T/A dated October 17, 1955, The Nancy Jean Crown Trust U/T/A dated May 11, 1959, for the benefit of Connecticut General Life Insurance Company, a Connecticut corporation;
5. Borrower's Certificate dated June 16, 1995 from 55 East Monroe Building L.L.C. to Connecticut General Life Insurance Company.
6. Environmental Indemnification Agreement dated June 16, 1995 from executed and delivered as of June 16, 1995 by C-G Venture No. 1, an Illinois general partnership, C-G Venture No. 2, an Illinois general partnership, C-G Venture No. 4, an Illinois general partnership, C-G Station Venture, an Illinois general partnership, Goodman Trust Venture, an Illinois general partnership, Jupiter M & W Corporation, an Illinois corporation, The Laurie Jayne Crown Trust U/T/A dated

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EXHIBIT B

Loan Documents (Continued)

June 27, 1957, The Donna Lynn Crown Trust U/T/A dated September 8, 1959, The Bruce Alan Crown Trust U/T/A dated September 8, 1959, The Michael Crown Rothman Trust U/T/A dated June 27, 1957, The Irving and Rose Crown Trust U/T/A dated July 22, 1963, The Rebecca Eileen Crown Trust U/T/A dated May 18, 1952, The Arle Steven Crown Trust U/D/T dated December 10, 1952, The James Schine Crown Trust U/T/A dated July 8, 1953, The Patricia Ann Crown Trust U/T/A dated December 13, 1954, The Daniel Morris Crown Trust U/T/A dated June 24, 1957, The Susan Crown Trust U/T/A dated May 11, 1959, The Debra Lee Crown Trust U/T/A dated October 17, 1955, The Nancy Jean Crown Trust U/T/A dated May 11, 1959, for the benefit of Connecticut General Life Insurance Company, a Connecticut corporation.

7. Real Estate Tax Escrow and Security Agreement dated June 16, 1995 by and among 55 East Monroe Building L.L.C., Connecticut General Life Insurance Company, The First National Bank of Chicago, and Julian, Toft & Downey, Inc.
8. Re-Leasing Reserve Escrow and Security Agreement dated June 16, 1995 by and among 55 East Monroe Building L.L.C., Connecticut General Life Insurance Company, The First National Bank of Chicago.
9. Various UCC Financing Statements.
10. All other documents and instruments evidencing, securing or otherwise relating to the loan evidenced by the above described note.

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EXHIBIT C

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Replacement Documents

1. Personal Liability Agreement of even date herewith by Tishman Speyer/Travelers Real Estate Venture, L.P., a Delaware limited partnership, for the benefit of Connecticut General Life Insurance Company.
2. Environmental Indemnification Agreement of even date herewith, by Tishman Speyer/Travelers Real Estate Venture, L.P., a Delaware limited partnership, for the benefit of Connecticut General Life Insurance Company.
3. Real Estate Tax Escrow and Security Agreement of even date herewith by and among TST 55 East Monroe, L.L.C., Connecticut General Life Insurance Company, The First National Bank of Chicago, and Julian, Toft & Downey, Inc.

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