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UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

CookCott

FIXTURE FILING

THIS FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date of any

1 Debtor(s) (Last Name, First and Initial(s))
RiserCorp, Inc.
301 S. Sherman Street
Suite 200
Richardson, Texas 75081

2 Secured Party(ies) and address(es)
SZ Investments, LLC
Two North Riverside Plaza
Suite 700
Chicago, IL 60606

For Filing Officer (Date, Time, Location, and Filing Office)

98054360 Page 1 of 14

5368/0049 03 001 1998-01-21 14:46:08

COOK COUNTY Recorder 07.50

4 This financing statement covers the following types of property:

See Exhibits A and B attached hereto, which are made a part hereof.

5 Assent of Secured Party and Authentication

This financing statement should be indexed in the real estate records. A description of the real property is set forth on Exhibit D hereto and the name of the record owner of the property is identified on Exhibit A attached hereto.

30 S. Walker

This statement is filed without the debtor's signature to perfect a security interest in collateral (check if not)

- already subject to a security interest in another jurisdiction when it was brought into this state
- which is proceeds of the original collateral described above in which a security interest was perfected

Filed with

Illinois
Cook County

Check if covered Proceeds of Collateral are also covered Proceeds of Collateral are also covered but of additional States presented 13

RiserCorp, Inc.

By:  Signature(s) of Debtor(s)

VP-FINANCE By: Signature(s) of Secured Party(ies)

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EXHIBIT A

98054360

DEBTOR: RiserCorp, Inc. 301 S. Sherman Street Suite 200 Richardson, Texas 75081	SECURED PARTY: SZ Investments, LLC (under and as defined in the Credit Agreement defined below) Two N. Riverside Plaza Suite 700 Chicago, Illinois 60606
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All the Debtor's right, title and interest in, to and under the following, in each case, whether now owned or existing or hereafter acquired or arising, and wherever located (all of which being hereinafter collectively called the "Collateral"):

- (a) all Accounts;
- (b) all Chattel Paper;
- (c) all Contracts;
- (d) all Deposit Accounts;
- (e) all Documents;
- (f) all Equipment;
- (g) all Fixtures;
- (h) all General Intangibles;
- (i) all Intellectual Property Collateral;
- (j) all Instruments;
- (k) all Insurance Policies;
- (l) all Inventory;
- (m) all Money;
- (n) all Receivables;
- (o) all Receivables Records;
- (p) all other tangible and intangible personal property of the Debtor; and
- (q) all accessions and additions to, all substitutions and replacements for any or all of the foregoing, and all Proceeds or products of, any or all of the foregoing.

DEFINITIONS

"Account Debtor" shall mean the person who is obligated on a Receivable.

"Accounts" shall mean "accounts" as such term is defined in Section 9-106 of the UCC.

"Buildings" shall mean, collectively, the buildings located at (i) One Market, Spear Street Tower, San Francisco, California 94105-1000, (ii) One Market, Steuart Street Tower, San Francisco, California 94105-1000, (iii) One Maritime Plaza, San Francisco, California 94111, (iv) Two California Plaza, 350 South Grand Avenue, Los Angeles, California 90071, (v) The Quadrant, 5445 DTC Parkway, Englewood, Colorado 80111-3050, (vi) San Felipe Plaza, 5847 San Felipe, Houston, Texas 77057-3009, (vii) Two North Riverside Plaza, Two North Riverside Plaza,

116036.04-ChicagoS1A

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Chicago, Illinois 60603

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Chicago, Illinois 60606, (viii) 10 South Wacker, 10 South Wacker Drive, Chicago, Illinois 60601, (ix) 30 South Wacker, 30 South Wacker Drive, Chicago, Illinois 60601, (x) 161 North Clark, 161 North Clark Street, Chicago, Illinois 60601, (xi) 1111 19th Street, 1111 19th Street, N.W., Washington, D.C. 20036-3603, and (xii) 115 Perimeter Center, 115 Perimeter Center Plaza, Atlanta, Georgia 30346-1223.

"Cable" shall mean the optical fibers, co-axial and/or copper wires located in the Raceways.

"Chattel Paper" shall mean "chattel paper" as such term is defined in Section 9-105(b) of the UCC.

"Conduit" shall mean a pipe installed in walls or in ceiling space of each of the Buildings for the purposes of containing and protecting cable.

"Contracts" shall mean, collectively, the Equity License Agreements, the Copyright Licenses, the Patent Licenses, the Trademark Licenses, and the Trade Secret Licenses, as any of the same may from time to time be amended, supplemented or otherwise modified with the Secured Party's consent.

"Copyright Licenses" shall mean all of the Debtor's right, title, and interest in and to any and all agreements providing for the granting of any right in or to Copyrights (whether the Debtor is licensee or licensor thereunder).

"Copyrights" shall mean all of the Debtor's right, title, and interest in and to all United States and foreign copyrights, all mask works fixed in semi-conductor chip products (as defined under 17 U.S.C. 901 of the U.S. Copyright Act) whether registered or unregistered, now or hereafter in force throughout the world, all registrations and applications therefor, all rights corresponding thereto throughout the world, all extensions and renewals of any thereof, the right to sue for past infringements of any of the foregoing, and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

"Credit Agreement" shall mean that certain Credit Agreement dated as of May 16, 1997, between the Debtor and the Secured Party, as the same may be modified, supplemented, amended, extended, supplanted or restated from time to time.

"Deposit Accounts" shall mean any deposit account, including without limitation, "deposit accounts" as such term is defined in Section 9-105(e) of the UCC and any other deposit or securities account (general or special), together with any funds, instruments or other items credited to any such account from time to time, and all interest thereon.

"Documents" shall mean "documents" as such term is defined in Section 9-105(f) of the UCC.

"Equipment" shall mean "equipment" as such term is defined in Section 9-109(2) of the UCC, including, without limitation, machinery, manufacturing equipment, data processing equipment, computers, office equipment, furniture, appliances, tools, and the Telecommunications Equipment.

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"Equity License Agreements" shall mean, collectively, (i) that certain Telecommunications License Agreement, dated as of August 6, 1997, between the Debtor and EOP-Maritime, L.L.C., a Delaware limited liability company d/b/a EOP-Maritime, LLC, a Delaware limited liability company, as beneficiary of land trust dated February 19, 1997 and known as Sheli Z. Rosenberg Trust No. 350, (ii) that certain Telecommunications License Agreement, dated as of May 29, 1997, between the Debtor and Equity Office, as agent for ZML-One Market Limited Partnership, (iii) that certain Telecommunications License Agreement, dated as of January 12, 1998, between the Debtor and EOP-Two California Plaza, L.L.C., a Delaware limited liability company, (iv) that certain Telecommunications License Agreement, dated as of January 12, 1998, between the Debtor and EOP-Quadrant, L.L.C., a Delaware limited liability company, (v) that certain Telecommunications License Agreement, dated as of January 12, 1998, between the Debtor and San Felipe Plaza, Ltd., a Texas limited partnership, (vi) that certain Telecommunications License Agreement, dated as of January 12, 1998, between the Debtor and Equity Office Properties Management Corp., a Delaware corporation, as agent, (vii) that certain Telecommunications License Agreement, dated as of January 12, 1998, between the Debtor and EOP-10 & 30 South Wacker, L.L.C., a Delaware limited liability company, as beneficiary of land trust dated October 1, 1997, and known as American National Bank and Trust Company of Chicago Trust No. 123434-06, (viii) that certain Telecommunications License Agreement, dated as of January 12, 1998, between the Debtor and EOP-161 Clark Street Limited Partnership, a Delaware limited partnership, (ix) that certain Telecommunications License Agreement, dated as of January 12, 1998, between the Debtor and EOP-1111 19th Street, L.L.C., a Delaware limited liability company, and (x) that certain Telecommunications License Agreement, dated as of January 12, 1998, between the Debtor and EOP-Perimeter Center, L.L.C., a Delaware limited liability company, in each case as amended, restated or otherwise modified with the consent of the Lender.

"Equity Office" shall mean Equity Office Properties, LLC, a Delaware limited liability company.

"Fixtures" shall mean "fixtures" as such term is defined in Section 9-313 of the UCC.

"General Intangibles" shall mean "general intangibles" as such term is defined in Section 9-106 of the UCC, including, without limitation, rights to the payment of money (other than Receivables), Trademarks, Copyrights, Patents, and Contracts, licenses, including, without limitation, the Equity License Agreements, Copyright Licenses, Patent Licenses, Trademark Licenses, and Trade Secret Licenses, and franchises, limited and general partnership interests and joint venture interests, federal income tax refunds, trade names, distributions on certificated securities (as defined in § 8-102(1)(a) of the UCC) and uncertificated securities (as defined in § 8-102(1)(b) of the UCC), computer programs and other computer software, inventions, designs, Trade Secrets, goodwill, proprietary rights, customer lists, supplier contracts, sale orders, correspondence, advertising materials, payments due in connection with any requisition, confiscation, condemnation, seizure or forfeiture of any property, reversionary interests in pension and profit-sharing plans and reversionary, beneficial and residual interests in trusts, credits with and other claims against any Person, together with any collateral for any of the foregoing and the rights under any security agreement granting a security interest in such collateral.

"Instruments" shall mean "instruments" as such term is defined in Section 9-105(1)(i) of the UCC.

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"Insurance Policies" shall mean insurance policies, including without limitation the insurance policies maintained by Debtor with Atlantic Mutual Companies.

"Intellectual Property Collateral" shall mean, collectively, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks, the Trademark Licenses, the Trade Secrets, and the Trade Secret Licenses.

"Inventory" shall mean "inventory" as such term is defined in § 9-109(4) of the UCC, including without limitation, all goods (whether such goods are in the possession of the Debtor or of a bailee or other Person for sale, lease, storage, transit, processing, use or otherwise and whether consisting of whole goods, spare parts, components, supplies, materials or consigned or returned or repossessed goods), including without limitation, all such goods which are held for sale or lease or are to be furnished (or which have been furnished) under any contract of service or which are raw materials or work in progress, or materials used or consumed in the Debtor's business.

"Money" shall mean "money" as such term is defined in Section 1-201(24) of the UCC.

"Patent Licenses" means all of the Debtor's right, title, and interest in and to any and all agreements providing for the granting of any right in or to Patents (whether the Debtor is licensee or licensor thereunder).

"Patents" means all of the Debtor's right, title, and interest in and to all United States and foreign patents and applications for letters patent throughout the world, all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights corresponding thereto throughout the world, and all proceeds of the foregoing including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit and the right to sue for past infringements of any of the foregoing.

"Person" shall mean and include any individual, partnership, joint venture, firm, corporation, association, limited liability company, association, trust or other enterprise or any government or political subdivision or agency, department or instrumentality thereof.

"Proceeds" shall mean "proceeds" as such term is defined in Section 9-306(1) of the UCC.

"Raceway" shall mean any vertical and/or horizontal riser and Conduit in any of the Buildings through which the Debtor will place its Cable.

"Receivables" shall mean all rights to payment for goods sold or leased or services rendered, whether or not earned by performance and all rights in respect of the Account Debtor, including without limitation, all such rights in which the Debtor has any right, title or interest by reason of the purchase thereof by the Debtor, and including without limitation all such rights constituting or evidenced by any Account, Chattel Paper, Instrument, General Intangible, note, contract, invoice, purchase order, draft, acceptance, book entry, intercompany account, security agreement, or other evidence of indebtedness or security, together with (a) any collateral assigned, hypothecated or held to secure any of the foregoing and the rights under any security agreement granting a security interest in such collateral, (b) all goods, the sale of which gave rise to any of the foregoing, including, without limitation, all rights in any returned or repossessed

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goods and unpaid seller's rights, (c) all guarantees, endorsements and indemnifications on, or of, any of the foregoing, and (d) all powers of attorney for the execution of any evidence of indebtedness or security or other writing in connection therewith.

"Receivables Records" shall mean (a) all original copies of all documents, instruments or other writings evidencing the Receivables, (b) all books, correspondence, credit or other files, records, ledger sheets or cards, invoices, and other papers relating to Receivables, including without limitation all tapes, cards, computer tapes, computer discs, computer runs, record keeping systems and other papers and documents relating to the Receivables, whether in the possession or under the control of the Debtor or any computer bureau or agent from time to time acting for the Debtor or otherwise, (c) all evidences of the filing of financing statements and the registration of other instruments in connection therewith and amendments, supplements or other modifications thereto, notices to other creditors or secured parties, and certificates, acknowledgments, or other writings, including without limitation lien search reports, from filing or other registration officers, (d) all credit information, reports and memoranda relating thereto, and (e) all other written or non-written forms of information related in any way to the foregoing or any Receivable.

"Security Agreement" shall mean that certain Security Agreement dated as of May 16, 1997 between the Debtor and the Secured Party, as the same may be amended, restated, supplemented or otherwise modified from time to time.

"Telecommunications Equipment" shall mean the Cable, junction boxes, cabinets, racks, hangers, pull boxes, grounding wiring and related equipment used by the Debtor to provide telecommunications services to the Tenants.

"Tenant" shall mean any occupant of any of the Buildings conducting business under the terms of a separate lease or other occupancy agreement with the owner or landlord of such Building.

"Trademark Licenses" shall mean all of the Debtor's right, title, and interest in and to any and all agreements providing for the granting of any right in or to Trademarks (whether the Debtor is licensee or licensor thereunder).

"Trademarks" shall mean all of the Debtor's right, title, and interest in and to all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, all extensions or renewals of any of the foregoing; all of the goodwill of the business connected with the use of and symbolized by the foregoing; the right to sue for past infringement or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including, without limitation, license royalties, income, payments, claims, damages, and proceeds of suit.

"Trade Secret Licenses" shall mean all of the Debtor's right, title and interest in and to any and all payments providing for the granting of any right in or to Trade Secrets (whether the Debtor is licensee or licensor thereunder).

"Trade Secrets" shall mean all of the Debtor's right, title, and interest in and to trade secrets and all other confidential or proprietary information and know-how now or hereafter

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owned or used in, or contemplated at any time for use in, the business of the Debtor (all of the foregoing being collectively called a "Trade Secret"), whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, the right to sue for past infringement of any Trade Secret, and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

"UCC" shall mean the Uniform Commercial Code as in effect from time to time in the State of Illinois.

The record owner of the real property described on Exhibit B hereto is American National Bank and Trust Company of Chicago, not personally but solely as trustee under Trust Agreement dated October 1, 1997, and known as Trust No. 123434-06

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30 South Wacker Drive
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Exhibit B

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Parcel 5: (Tower Site No. 1)

Being the land, property and space in that part of Block 80 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, bounded and described as follows:

Beginning on the South line of said Block 80 at the point of intersection of said South line with the West line of South Wacker Drive, said West line of South Wacker Drive being also the West line of the East 54.00 feet of said Block 80 as established by Ordinance relating to the Wacker Drive Route of "The Comprehensive Super Highway System" passed by The City Council of The City of Chicago on the 5th day of September, 1946 and running thence North along said West line of South Wacker Drive a distance of 178.816 feet; thence West along a line perpendicular to said West line of South Wacker Drive (said perpendicular line being 20.08 feet South from and parallel with a certain building column center line) a distance of 30.75 feet; thence North along a line parallel with said West line of South Wacker Drive, a distance of 20.08 feet to an intersection with said column center line; thence West along said column center line a distance of 155.667 feet; thence South along a line perpendicular to said column center line, a distance of 20.08 feet; thence West along a line parallel with said column center line a distance of 28.174 feet to an intersection with the dock line on the East side of the South Branch of the Chicago River between Madison and Monroe streets as established by ordinance passed by the City Council of the City of Chicago on the 28th day of February, 1946; thence Southwardly along said dock line a distance of 158.60 feet to an intersection with a line 20.00 feet, measured perpendicularly, North from and parallel with the South line of said Block 80; thence East along said parallel line a distance of 19.12 feet to an intersection with a line drawn perpendicular to said South line of Block 80 from a point thereon distant 20.00 feet East from the point of intersection of said South line with said dock line; thence South along said perpendicular line a distance of 20.00 feet to an intersection with said South line of Block 80; and thence East along said South line of Block 80 a distance of 202.72 feet to the point of beginning;

Together with the property and space lying between horizontal planes which are 21.50 feet and 49.50 feet, respectively, above Chicago City Datum, and lying within the boundaries, projected vertically, of that part of said Block 80 bounded and described as follows:

Beginning on the column center line marking the North line of Tower Site No. 1 at that corner of said Tower Site No. 1 which is 30.75 feet West from said West line of South Wacker Drive; and running thence West along said column center line a distance of 155.667 feet; thence North, parallel with said West line of South Wacker Drive a distance of 90.00 feet; thence East along a line parallel with said column center line a distance of four inches (0.333 feet); thence around a building column as follows:

South 2.50 feet; East 5.00 feet; and North 2.50 feet;

Thence East along said parallel line a distance of 25.00 feet;

Thence around a building column as follows:

South 2.50 feet; East 5.00 feet; and North 2.50 feet;

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Thence East along said parallel line a distance of 25.00 feet;

Thence around a building column as follows:

South 2.50 feet; East 5.00 feet, and North 2.50 feet;

Thence East along said parallel line a distance of 25.00 feet;

Thence around a building column as follows:

South 2.50 feet; East 5.00 feet; and North 2.50 feet;

Thence East along said parallel line a distance of 25.00 feet;

Thence around a building column as follows:

South 2.50 feet; East 5.00 feet; and North 2.50 feet;

Thence East along said parallel line a distance of 25.00 feet;

Thence around a building column as follows:

South 2.50 feet; East 5.00 feet and North 2.50 feet;

Thence East along said parallel line a distance of 4 inches (0.333 of a foot) to a point 30.75 feet West from said West line of South Wacker Drive; and thence South along a straight line a distance of 90.00 feet to the point of beginning.

Excepting however from the land, property and space in said Tower Site No. 1 that part thereof lying between horizontal planes which are 49.50 feet and 72.50 feet, respectively, above Chicago City Datum, and lying within the boundaries, projected vertically, of that part of said Block 80 bounded and described as follows:

Beginning on the West line of South Wacker Drive at that corner of said Tower Site No. 1 which is 178.816 feet North from the intersection of said West line with the South line of said Block 80, and running thence West along a line perpendicular to said West line of South Wacker Drive a distance of 30.75 feet; thence North parallel with said West line of South Wacker Drive a distance of 20.08 feet to an intersection with the building column center line marking the North line of said Tower Site No. 1; thence West along said column center line a distance of 155.667 feet; thence South along a line perpendicular to said column center line a distance of 20.08 feet;

Thence West along a line parallel with said column center line a distance of 28.174 feet to an intersection with the dock line on the East side of the South Branch of the Chicago River between Madison and Monroe Streets as established by Ordinance passed by the City Council of the City of Chicago on the 28th day of February, 1946; thence Southwardly along said dock line a distance of 72.495 feet to a point which is 92.50 feet, measured perpendicularly, South from said column center line and 217.891 feet West from said West line of South Wacker Drive; thence East along a line parallel with said column center line a distance of 31.808 feet;

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thence around a building column as follows:

North 5.00 feet; East 5.00 feet; and South 5.00 feet;

Thence East along said parallel line a distance of 25.00 feet;

Thence around a building column as follows: North 5.00 feet; East 5.00 feet; and South 5.00 feet;

Thence East along said parallel line a distance of 25.00 feet;

Thence around a building column as follows:

North 5.00 feet; East 5.00 feet and South 5.00 feet;

Thence East along said parallel line a distance of 25.00 feet;

Thence around a building column as follows:

North 5.00 feet; East 5.00 feet; and South 5.00 feet;

Thence East along said parallel line a distance of 25.00 feet;

Thence around a building column as follows:

North 5.00 feet; East 5.00 feet and South 5.00 feet;

Thence East along said parallel line a distance of 25.00 feet;

Thence around a building column as follows:

North 5.00 feet; East 5.00 feet and South 5.00 feet;

Thence East along said parallel line a distance of 31.083 feet to an intersection with said West line of South Wacker Drive; and thence North along said West line a distance of 72.42 feet to the point of beginning.

And excepting from said land, property and space in said Tower Site No. 1 that part thereof lying between horizontal planes which are 72.50 feet and 107.00 feet, respectively, above Chicago City Datum, and lying within the boundaries, projected vertically, of that part of said Block 80, bounded and described as follows:

Beginning on the West line of South Wacker Drive at that corner of said Tower Site No. 1 which is 178.816 feet North from the intersection of said West line with the South line of said Block 80, and running thence West along a line perpendicular to said West line of South Wacker Drive a distance of 30.75 feet; thence North parallel with said West line of South Wacker Drive a distance of 20.08 feet to an intersection with the building column center line marking the North line of said Tower Site No. 1; thence West along said column center line a distance of 155.667 feet; thence South along a line perpendicular to said column center line a distance of 20.08 feet; thence West along a line parallel with said column center line a distance of 28.174 feet

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to an intersection with the dock line on the East side of the South Branch of the Chicago River between Madison and Monroe streets as established by Ordinance passed by the City Council of the City of Chicago on the 28th day of February, 1946; thence Southwardly along said dock line a distance of 67.49 feet to a point which is 87.50 feet measured perpendicularly South from said column center line and 217.662 feet West from said West line of South Wacker Drive; thence East along a line parallel with said column center line said distance of 217.662 feet to an intersection with said West line of South Wacker Drive; and thence North along said West line, a distance of 67.42 feet to the point of beginning.

And excepting from said land, property and space in said Tower Site No. 1 that part thereof lying between horizontal planes which are 107.00 feet and 118.50 feet, respectively, above Chicago City Datum, and lying within the boundaries, projected vertically, of that part of said Block 80 bounded and described as follows:

Beginning on the West line of South Wacker Drive at that corner of said Tower Site No. 1 which is 178.816 feet North from the intersection of said West line with the South line of said Block 80, and running thence West along a line perpendicular to said West line of South Wacker Drive a distance of 30.75 feet; thence North parallel with said West line of South Wacker Drive a distance of 20.08 feet to an intersection with the building column center line marking the North line of said Tower Site No. 1; thence West along said column center line a distance of 155.667 feet; thence South along a line perpendicular to said column center line a distance of 20.08 feet; thence West along a line parallel with said column center line a distance of 28.174 feet to an intersection with the dock line on the East side of the South Branch of the Chicago River between Madison and Monroe streets as established by Ordinance passed by the City Council of the City of Chicago on the 28th day of February, 1946; thence Southwardly along said dock line a distance of 54.977 feet to a point which is 75.00 feet, measured perpendicularly, South from said column center line and 217.093 feet West from said West line of South Wacker Drive; thence East along a line parallel with said column center line said distance of 217.093 feet to an intersection with said West line of South Wacker Drive; and thence North along said West line a distance of 54.920 feet to the point of beginning.

And excepting from said land, property and space in said Tower Site No. 1 that part thereof lying between horizontal planes which are 118.50 feet and 141.50 feet, respectively, above Chicago City Datum, and lying within the boundaries, projected vertically, of that part of said Block 80 bounded and described as follows:

Beginning on the West line of South Wacker Drive at that corner of said Tower Site No. 1 which is 178.816 feet North from the intersection of said West line with the South line of said Block 80, and running thence West along a line perpendicular to said West line of South Wacker Drive a distance of 30.75 feet; thence North parallel with said West line of South Wacker Drive a distance of 20.08 feet to an intersection with the building column center line marking the North line of said Tower Site No. 1; thence West along said column center line a distance of 155.667 feet; thence South along a line perpendicular to said column center line a distance of 20.08 feet; thence West along a line parallel with said column center line a distance of 28.174 feet to an intersection with the dock line on the East side of the South Branch of the Chicago River between Madison and Monroe Streets as established by Ordinance passed by the City Council of the City of Chicago on the 28th day of February, 1946; thence Southwardly along said dock line a distance of 53.475 feet to a point which is 73.50 feet, measured perpendicularly, South from said column center line and 217.024 feet West from said West line of South Wacker Drive; thence East along a line parallel with said column center line said distance of 217.024 feet to an intersection with said West line of South Wacker Drive; and thence North along said West line a distance of 53.420 feet to the point of beginning.

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And excepting from said land, property and space in said Tower Site No. 1 that part thereof lying between horizontal planes which are 141.50 feet and 153.00 feet, respectively, above Chicago City Datum, and lying within the boundaries, projected vertically, of that part of said Block 80 bounded and described as follows:

Beginning on the West line of South Wacker Drive at that corner of said Tower Site No. 1 which is 178.816 feet North from the intersection of said West line with the South line of said Block 80, and running thence West along a line perpendicular to said West line of South Wacker Drive a distance of 30.75 feet; thence North parallel with said West line of South Wacker Drive a distance of 20.08 feet to an intersection with the building column center line marking the North line of said Tower Site No. 1; thence West along said column center line a distance of 155.667 feet; thence South along a line perpendicular to said column center line a distance of 20.08 feet; thence West along a line parallel with said column center line a distance of 28.174 feet to an intersection with the dock line on the East side of the South Branch of the Chicago River between Madison and Monroe streets as established by Ordinance passed by City Council of the City of Chicago on the 28th day of February, 1946; thence Southwardly along said dock line a distance of 36.791 feet to a point which is 56.833 feet, measured perpendicularly, South from said column center line and 216.265 feet West from said West line of South Wacker Drive; thence East along a line parallel with said column center line said distance of 216.265 feet to an intersection with said West line of South Wacker Drive; and thence North along said West line a distance of 36.753 feet to the point of beginning.

Parcel 6:

A perpetual easement appurtenant for the benefit of Parcel 5 to enter upon and use at street or plaza level, to construct and maintain thereon, and to use walkways and/or landscaped areas, and to construct and maintain such subsurface and other supports as may be necessary to support such street or plaza level areas, and for other purposes, all as created in deed dated April 16, 1980 from the City of Chicago, grantor, to Jean I. Homeyer, and her successors and assigns, grantee, and recorded on May 7, 1980 as Document 25449175, over the following described land (and identified as Exhibit "A" and "B" in said Document Number 25449175):

Exhibit "A":

That part of Block 80 and that part of the land, if any, lying West of and adjoining said Block 80, in School Section Addition to Chicago, in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, bounded and described as follows:

Beginning at the point of intersection of a Westward extension of the North line of said Block 80 with the dock line on the East side of the South Branch of the Chicago River as established by Ordinance passed by the City Council of the City of Chicago on the 28th day of February, 1946, and running thence East along said Westward extension and along said North line of Block 80 a distance of 10.33 feet; thence South along a line perpendicular to said North line of Block 80, a distance of 15.85 feet; thence East along a line parallel with said North line of Block 80, a distance of 14.75 feet; thence North along a line perpendicular to the last described course a distance of 3.00 feet; thence West along a line parallel with said North line of Block 80 a distance of 0.49 of a foot; thence North along a line perpendicular to the last described course, a distance of 12.85 feet to an intersection with the North line of said Block 80; thence East along said North line of Block 80 a distance of 11.41 feet to a point 36.00 feet East from said point of intersection of the Westward extension of the North line of Block 80 with said dock line on the East side of the South Branch of the Chicago River; thence South along a line perpendicular to said North line of Block 80, a distance of 30.00 feet; thence West,

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parallel with the North line, and Westward extension thereof, of Block 80, a distance of 37.30 feet to an intersection with said dock line on the East side of the South Branch of the Chicago River; and thence Northwardly along said dock line, a distance of 30.03 feet, to the point of beginning.

Exhibit "B":

That part of Block 80 in School Section Addition to Chicago, in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, bounded and described as follows:

Beginning on the South line of said Block 80 at a point 9.87 feet East from the point of intersection of said South line with the dock line on the East side of the South Branch of the Chicago River, as established by Ordinance passed by the City Council of the City of Chicago on the 28th day of February, 1946; and running thence East along said South line of Block 80 a distance of 10.13 feet; thence North along a line perpendicular to said South line of Block 80, a distance of 20.00 feet; thence West, parallel with said South line of Block 80, a distance of 19.42 feet to an intersection with said dock line on the East side of the South Branch of the Chicago River; thence Southwardly along said dock line a distance of 2.72 feet to an intersection with a line 17.28 feet measured perpendicularly, North from and parallel with said South line of Block 80; thence East along said parallel line a distance of 9.11 feet to an intersection with a line passing through said point of beginning and perpendicular to said South line of Block 80; and thence South along said perpendicular line a distance of 17.28 feet to the point of beginning.

Parcel 7:

The reciprocal and non-exclusive rights, easements and privileges of use, ingress, egress, parking, support (from caissons, columns, walls, horizontal slabs and other supports), utility, common areas and for construction, repair, replacement and maintenance; and the exclusive right, easement and privilege of encroachment; and for other purposes, all created, granted and defined as an appurtenance to Parcel 5 (described above), in and by that certain agreement entitled "The Chicago Mercantile Exchange Center Easements, Reservations, Covenants and Restrictions" dated July 22, 1981 entered into among American National Bank and Trust Company of Chicago, as Trustee under Trust No. 48268 (hereinafter called Trust No. 48268), American National Bank and Trust Company of Chicago, as Trustee under Trust No. 51234 (hereinafter called Trust No. 51234) and American National Bank and Trust Company of Chicago, as Trustee under Trust No. 51235 (hereinafter called Trust No. 51235) and recorded in the office of the Recorder of Deeds for Cook County, Illinois, as Document 25945760, as said agreement has been amended by (I) An agreement entitled "Amendment of the Chicago Mercantile Exchange Center Easements, Reservations, Covenants and Restrictions" dated February 17, 1982 entered into among Trust No. 48268, Trust No. 51234 and Trust No. 51235 and recorded in the aforesaid Recorder's Office as Document Number 26442825, and (II) An agreement entitled "Second Amendment of the Chicago Mercantile Exchange Center Easements, Reservations, Covenants and Restrictions" dated December 14, 1983 entered into among Trust No. 48268, Trust No. 51234 and Trust No. 51235 and recorded in the aforesaid Recorder's Office as Document No. 26896093 and (III) an agreement entitled "Third Amendment of the Chicago Mercantile Exchange Center Easements, Reservations, Covenants and Restrictions" dated as of June 4, 1986 entered into among Trust No. 48268, Trust No. 51234 and Trust No. 51235 and recorded in the aforesaid Recorder's Office as Document Number 86241080, and (IV) an agreement entitled "Fourth Amendment of the Chicago Mercantile Exchange Center Easements, Reservations, Covenants and Restrictions" dated as of November 1, 1988 entered into among Trust No. 51234 and Trust No. 51235 and recorded in the aforesaid Recorder's Office

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as Document Number 88525185 (said agreement, as modified aforesaid, hereinafter called the REA), in, on, over, upon and under certain adjoining real property therein more particularly described together with all of the rights, powers, easements, privileges and benefits under the REA accruing to the owner of Parcel 5 its successors, legal representatives and assigns.

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