5740/0009 C0 001 1998-00-10 11:08:0 Cork County Recorder 37.50

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO

Andrew H. Levy, Esq.
Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, New York 10166-0193
(212) 35 K-037

DISCHARGE OF RECORD OF MEMORANDUM OF LEASE

THIS DISCHARGE OF RECORD OF MEMORANDUM OF LEASE (this "Instrument") is made and entered into as of <u>January (T.</u>"1998 between DALA XI(A), B.V., a Netherlands besloten ventootschap, having an address c/o Maglantic International Holding, B.V., c/o Harmzen Accountants and Consultants, Herengracht 466, 1017 CA Amsterdam, The Netherlands ("Dala"), 525 MCNROE VENTURE LIMITED PARTNERSHIP, an Illinois limited partnership formerly known as Tighton Speyer Monroe Venture, A Limited Partnership, having an address at 520 Madison Avenue, New York, New York 10022 ("Tishman"), and LASALLE NATIONAL BANK, as Trustee under (Trust Agreement dated November 1, 1966 and known as Trust No. 35766 ("LaSalle"). The Memorandum of Lease relates to that certain Master Lease dated as of May 15, 1989 between Dala, Tishman and LaSalle (the "Master Lease").

WITNESSETH

- Dala, Tishman, and LaSalle entered into a Memorandum of Lease dated as of May 15, 1989 concerning that certain improved real properly located at and commonly known as 525 West Monroe Street, Chicago, Illinois, which property is note particularly described in Exhibit A attached hereto. The Memorandum of Lease was recorded in the Office of the Cook County Recorder (the "Recorder's Office") as Document # 89236676. The Memorandum of Lease relates to that certain Master Lease dated as of May 15, 1989 between Dala, Tishman and LaSalle (the "Master Lease").
- 2. As of the date hereof, Dala, Tishman and LaSalle terminated the Master Lease. Dala, Tishman, and LaSalle hereby terminate the Memorandum of Lease.
- Dala, Tishman, and LaSalie enter into this Discharge of Record of Memorandum of Lease, which is to be recorded in the Recorder's Office, in order that third parties may have notice of the termination of the Memorandum of Lease.
- This instrument is executed by LaSalle National Bank not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this Instrument). It is expressly understood and agreed by and between the parties hereto, anything to the contrary herein notwithstanding, that each and all of the

Lawyers Title Insurance Corporation

representations, covenants, undertakings, warranties and agreements herein made on the part of said Trustee while in form purporting to be the representations, covenants, undertakings, warranties and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings, warranties and agreements by said Trustee for the purpose or with the intent of binding of Trustee personally but are made and intended for the purpose of binding only the trust property, and this Instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the power conferred upon it as said Trustee; and that no personal liability or personal responsibility is assumed or shall at any time be asserted or enforceable against said Trustee on account of this Instrument or on account of any representations, covenants, undertakings, warranties or agreements of said Trustee in this Instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, Dala, Tishman, and LaSalle have caused this Discharge of Record of Memorandum of Lease to be executed as of the day and year stated above for the purpose of providing an instrument for recording.

DALA XI(A), B.V. Maylantic International Holding, B.V., By: its sole difector By: 525 MONROE VENTURE LIMITED PARTNERSHIP 525 West Monroe Realty Con By: its general partner By: LASALLE NATIONAL BANK, as Trustee under a Trust Agreement dated November 1, 1966 and known as Trust No. 35766, and not personally By: Name: Title:

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representations, covenants, undertakings, warranties and agreements herein made on the part of said Trustee while in form purporting to be the representations, covenants, undertakings, warranties and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings, warranties and agreements by said Trustee for the purpose or with the intent of binding of Trustee personally but are made and intended for the purpose of binding only the trust property, and this Instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the power conferred upon it as said Trustee; and that no personal liability or personal responsibility is assumed or shall at any time be asserted or enforceable against said Trustee on account of this Instrument or on account of any representations, covenants, undertakings, warranties or agreements of said Trustee in this Instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released.

IN VITNESS WHEREOF, Dala, Tishman, and LaSalle have caused this Discharge of Record of Memorandum of Lease to be executed as of the day and year stated above for the purpose of providing an instrument for recording

By: Maglantic International Holding, B.V., its solve director

By: Name: Title:

525 MONROE VENTURE LIMITED PARTNERSHIP

By: 525 West Monroe Realty Corp., its general partner

By: Name: Title:

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

By:

Name:

Title:

CONTRACTOR PROGRAM

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7th Clark's Office

Consented to by American National Bank and Trust Company of Chicago:

This Instrument is executed by American National Bank and Trust Company of Chicago not personally but as Trustee under a Trust Agreement dated May 15, 1989 and known as Trust No. 108347-03 and in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this Instrument). It is expressly understood and agreed by and between the parties hereto, anything to the contrary herein notwithstanding, that each and all of the representations, covenants, undertakings, warranties and agreements herein made on the part of said Trustee while in form purporting to be the representations, covenants, undertakings, warranties and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings, warranties and agreements by said Frustee for the purpose or with the intent of binding of Trustee personally but are made and intended for the purpose of binding only the trust property, and this Instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the power conterred upon it as said Trustee; and that no personal liability or personal responsibility is assumed or shall at any time be asserted or enforceable against said Trustee on account of this Instrument or on account of any representations, covenants, undertakings, warranties or agreements of said Trustee in this Instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released.

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

Ву:

Name:

Title:

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 M. 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 adjoiring Lots 1 to 9 in J.D.P. Ogden's Subdivision aforesaid, and East of and adjoining Lot 3 in Block 50 in School Section Addition aforesaid, all in Cook County, Illinois.

525 West Monroe Street, Chicago Minois To Office PROPERTY ADDRESS:

PIN NOS.: 17-16-108-030

17-16-108-031

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STATE OF NEW YORK)

SS

COUNTY OF NEW YORK)

I, Lun Run Ital Abak a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT CHREEK RACHAR, the Authorized Representative of Maglantic International Holding, B.V., the sole director of Dala XI(A), B.V., personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 Dala XI(A), B.V. for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29 day of January,

1998

Notary Public

Junit Clert's Office

My Commission Expires:

C3 302305.2 48812 00378 1/7/98 4:05 pm

STATE OF KINGE COUNTY OF New York) SS

I, Kune Kum Welle Well, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Duris tugation the Western of 525 WEST MONROE REALTY CORP., a Delaware corporation, the sole general partner of 525 MONROE VENTURE LIMITED PARTNERSHIP, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered this instrument as his own free and voluntary act and as the free and voluntary act of said limited partnership for the uses and purposes therein set forth.

1995

Aline Klie
Notar GIVEN under my hand and notarial seal this 21 day of Junyary 1995

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My Commission Expires:

June 30, 1999

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STATE OF THE STATE OF SS	
COUNTY OF COOK	
known by me to be the solely as Trustee, as aforesaid in vappeared before me this day in perinstrument as his own free and vol National Bank for the uses and put	
GIVI: wnder my h	nand and Notarial Seal this 26 day of mency.
0,5	Notary Public
My Commission Expires:	manager of the state of the sta
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STATE OF	ILLINO() SS
COUNTY OF	
aforesaid, DO known by me not personally, instrument is e signed and delivoluntary act of therein set for	I, JOCELYN GEDOY a Notary Public in and for said County in the State HEREBY CERTIFY THAT d. MICHAEL Vinipersonally known to me and to be the
My Commission	on Expires:
	on Expires:
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