

**SUBORDINATION,
NON-DISTURBANCE, ATTORNMENT AND CONTINUATION AGREEMENT**

NOTICE: THIS SUBORDINATION, NON-DISTURBANCE, ATTORNMENT AND CONTINUATION AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT is entered into by and among UTT, Owner, and Mortgagee and affects the Property described in Exhibit A attached hereto. The terms "UTT", "Owner", "Mortgagee", "Premises", "Lease", "Property", "Loan", "Note", "Mortgage", and "Service Agreement" are defined in the Schedule of Definitions attached hereto as Exhibit B. This Agreement is entered into with reference to the following facts:

- A. Owner, as landlord, and UTT, as tenant have entered into the Lease covering the Premises in the Property;
- B. Whereas, Owner, as customer, and UTT, as supplier, have entered into the Service Agreement pursuant to which UTT shall supply chilled water service to the building commonly known as The Merchandise Mart located on the Property.
- C. Whereas, Mortgagee is about to make a loan to Owner, which loan will be secured by the Mortgage which Mortgagee will encumber the Property of which the Premises forms a part,
- D. Whereas, UTT, as a condition to subordinating the Lease to the Mortgage, has requested that Mortgagee agree not to disturb UTT's possessory rights in the Premises under the Lease in the event Mortgagee should foreclose its Mortgage provided that UTT is not in material or monetary default under the Lease which default UTT has failed to cure within the time period provided in the Lease for such cure, provided that UTT attorns to Mortgagee or the purchaser in the event of any acquisition by the exercise of a power of sale or at any such foreclosure sale (Mortgagee and each such other party shall be called a "Successor Owner").

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Orrick, Herrington & Sutcliffe LLP
666 Fifth Avenue
New York, New York 10103
Attn: Katherine B. Lipton, Esq.

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E. Whereas, as a condition to Mortgagee making the Loan, Mortgagee has required that UTT agree to subordinate the Lease and the Mortgage and agree to continue to supply chilled water in conformity with the terms and conditions of the Service Agreement in the event Mortgagee should foreclose its Mortgage; and

F. Whereas, Mortgagee and UTT are willing to so agree on the terms and conditions hereafter provided.

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

1. Subordination. Notwithstanding anything to the contrary set forth in the Lease, the Lease and leasehold estate created thereby, the Service Agreement and all of UTT's rights under each of the Lease and the Service Agreement shall be and shall at all times remain subject, subordinate and inferior to the Mortgage and lien thereof, and all rights of Mortgagee thereunder and to any and all renewals, modifications, consolidations, replacements and extensions thereof

2. Acknowledgement and Agreement by UTT. UTT acknowledges and agrees that:

(a) [Intentionally Omitted]

(b) From and after the date hereof, in the event of any act or omission by Owner which would give UTT the right, either immediately or after the lapse of time, to terminate the Lease or to claim a partial or total eviction under the Lease or to terminate the Service Agreement or discontinue service under the Service Agreement, UTT will not exercise any such rights unless:

(i) UTT has given written notice of such act or omission to Mortgagee; and

(ii) Within 120 days after the giving of such notice by UTT to Mortgagee, Mortgagee (or Successor Owner) has failed to deliver written notice to UTT by which Mortgagee (or Successor Owner), subject to the limitations on liability provided hereby and by the Lease and the Service Agreement, expressly agrees to pay all amounts first becoming due and payable by Customer to UTT under the Service Agreement on or after the effective date of such notice from Mortgagee (or Successor Owner) and to perform all other obligations of Customer under the Service Agreement and all obligations of Landlord under the Lease arising or continuing from and after the effective date of such notice from Mortgagee (or Successor Owner) to the extent such obligations are susceptible of being performed by Mortgagee (or Successor Owner), taking into account that Mortgagee (or Successor Owner) may not have possession of the property.

It is acknowledged and agreed that if (1) Mortgagee (as Successor Owner) fails to deliver such notice as described in clause (ii) above, or (2) Mortgagee (or Successor Owner) delivers such notice as described in clause (ii) above and thereafter fails to pay any amount becoming due

under the Service Agreement as provided above or fails to perform any other obligations under the Service Agreement or the Lease as provided above, and any applicable notice or cure period provided by the Service Agreement or the Lease has expired without such cure being effected, then in either case, UTT shall be entitled to exercise all rights which it may have under the Service Agreement and the Lease, including without limitation the right to terminate the Lease and the Service Agreement and the right to discontinue service under the Service Agreement, and Mortgagee (or Successor Owner) shall have no further rights under this paragraph (b).

(c) It has notice that the Lease, the rent all other sums due thereunder, the Service Agreement and all rights of Owner under the Lease and the Service Agreement have been assigned or are to be assigned to Mortgagee as security for the Loan secured by the Mortgage. In the event that Mortgagee notifies UTT of a default under the Mortgage and demands that UTT pay its rent and all other sums due under the Lease to Mortgagee, UTT shall honor such demand and pay all rent and other sums as due under the Lease (without offset or abatement, except as specifically provided herein or by the Lease to the extent specifically permitted hereby) directly to Mortgagee or as otherwise required pursuant to such notice. Mortgagee acknowledges that, until notified to the contrary in writing by or on behalf of Mortgagee, its successors or assigns, UTT may continue to pay rents as they accrue under the Lease to or as directed by Owner.

(d) It shall send a copy of any notice or statement under the Lease or the Service Agreement to Mortgagee at the same time such notice or statement is sent to Owner whenever such notice or statement alleges an act or omission by Owner which would give UTT the right, either immediately or after the lapse of time, to terminate the Lease or to claim a partial or total eviction under the Lease or any right of offset with respect to amounts payable under the Lease, or to terminate the Service Agreement or discontinue service under the Service Agreement.

(e) It has no right or option of any nature whatsoever, whether pursuant to the Lease or otherwise, to purchase the Premises or the Property, or any portion thereof or any interest therein, and to the extent that UTT hereafter acquires any such right or option, the same is hereby acknowledged to be subject and subordinate to the Mortgage and is hereby waived and released as against Mortgagee.

(f) That the Lease and the Service Agreement are presently in full force and effect and unmodified.

(g) That no improvements are required to be constructed or installed by Owner pursuant to the terms of the Lease or the Service Agreement.

(h) That no rent under the Lease has been paid more than one month in advance of its due date.

(i) That UTT, as of this date, has no charge, lien or claim of offset under the Lease, the Service Agreement or otherwise against the rents or other charges due or to become due to Owner thereunder.

(j) This Agreement satisfies any condition or requirement in the Lease or the Service Agreement relating to the granting of a Landlord Lender Agreement as defined in the Lease.

3. **Foreclosure and Sale.** In the event of foreclosure of the Mortgage, or upon a sale of the Property pursuant to a power of sale contained therein, or upon a transfer of the Property by conveyance in lieu of foreclosure, then:

(a) **Non-Disturbance.** So long as UTT complies with this Agreement and is not in material or monetary default under any of the terms, covenants, or conditions of the Lease or the Service Agreement which default UTT has failed to cure within the time period provided in the Lease or the Service Agreement, as appropriate, for such cure (i) UTT shall not be joined as a defendant in any proceeding which may be instituted to foreclose the Mortgage, and (ii) provided UTT has not previously terminated the Lease in accordance with Paragraph 2(b) hereof, the Lease shall not be terminated and shall continue in full force and effect as a direct lease between Successor Owner and UTT, upon and subject to all of the terms, covenants and conditions of the Lease, for the balance of the Term of the Lease. Provided UTT has not previously terminated the Lease in accordance with Paragraph 2(b) hereof, UTT hereby agrees to attorn to and accept Successor Owner as landlord under the Lease, and to be bound by and perform all of the obligations imposed by the Lease, and Successor Owner will not disturb the right of UTT or any sublease, assignee, licensee or concessionaire of UTT to possession, use and enjoyment of the Premises in accordance with terms of the Lease, and Successor Owner will be bound by all of the obligations imposed on Owner by the Lease (including, without limitation, all rights and obligations of the landlord under the Lease in the event UTT delivers the Tenant Termination Notice described in Section 15.5 of the Lease as a result of any landlord default occurring after the Successor Owner succeeds to the interest of landlord under the Lease); provided, however, that, subject to the provisions of Paragraph 2(b) hereof, including, without limitation, Mortgagee's (or Successor Owner's) obligation to pay and perform under the terms of the Service Agreement and the Lease if Mortgagee (or Successor Owner) delivers the notice described in clause (ii) of said Paragraph 2(b) by which it assumes said payment and performance obligations, Successor Owner shall not be

(i) liable for any act or omission of a prior landlord (including Owner) (provided this clause shall not limit UTT's rights of offset and abatement against a prior landlord as provided in clause (v) below), or

(ii) liable for the payment of any Repurchase Price or Alteration Costs under Section 15.5 of the Lease on account of any landlord default occurring before Successor Owner succeeds to the interest of landlord under the Lease, or

(iii) required to pay any Default Repurchase Price under Section 15.2 of the Lease following landlord's termination of the Lease on account of a default by Tenant, whether such default occurs (or the Landlord Termination Notice in respect thereof is delivered) before or after Successor Owner succeeds to the interest of landlord under the Lease, or

(iv) required to pay any Repurchase Price under Section 6.1 or Section 14.1 E of the Lease on account of any event or condition described therein, whether such event or condition occurs before or after Successor Owner succeeds to the interest of landlord under the Lease; or

(v) subject to any offsets or defenses which UTT might have against any prior landlord (including Owner) with respect to any matters occurring and accruing prior to termination of such prior landlord's (including Owner's) interests in the Property, provided that UTT shall retain all rights to any such offsets or defenses to the extent (but only to the extent) any events of default of a non-monetary nature continue from and after (and relate to the period following) the date of termination of such prior landlord's (including Owner's) interests in the Property; or

(vi) bound by any rent or additional rent which UTT might have paid in advance to any prior landlord (including Owner) for a period in excess of one month or by any security deposit, cleaning deposit or other prepaid charge which UTT might have paid in advance to any prior landlord (including Owner) unless and until Successor Owner has actually received for its own account as landlord the full amount of such deposit; or

(vii) bound by any amendment or modification of the Lease which materially affects the rights and obligations of any of the parties thereto made without the written consent of Successor Owner, which consent shall not be unreasonably withheld, except that UTT may exercise any right specifically provided for in the Lease.

(b) **New Lease.** Upon the written request of either Mortgagee or UTT to the other given at the time of any foreclosure, the exercise of a power of sale or conveyance in lieu thereof, the parties agree to execute a lease of the Premises upon the same terms and conditions as the Lease between Owner and UTT, as modified by the terms hereof, which lease shall cover any unexpired term of the Lease existing prior to such foreclosure, the exercise of a power of sale or conveyance in lieu of foreclosure.

(c) **Conflicting Provisions.** Successor Owner shall have no personal liability to UTT or any other party for any conflict between the provisions of the Lease and the provisions of any other lease to a third party affecting the Property entered into by any prior landlord (including Owner), including, but not limited to, any provisions relating to renewal options and options to expand, and in the event of such a conflict, UTT shall have no right to claim any damages against Successor Owner personally, provided that UTT shall retain all other rights which it may otherwise have in respect thereof under the express terms of the Lease or under law or equity.

(d) **Limitation on Liability.** In all events Successor Owner shall have the benefit of the limitation on Landlord's liability provided by Section 17.18 of the Lease.

(e) **Arbitration.** With respect to the arbitration provision in Section 17.17 of the Lease, Successor Owner shall have the benefit of the provision (described in said Section 17.17 in terms of a "lender") that Successor Owner may refer the matter to an "investment officer" (or other comparable officer) rather than to its chief executive officer before the matter is submitted to formal arbitration.

4. **Continuation of Service Agreement.** In the event of foreclosure of the Mortgage, or upon a sale of the Property pursuant to a power of sale contained therein, or upon a transfer of the Property by conveyance in lieu of foreclosure, then:

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(a) **Continuation.** So long as UTT complies with this Agreement and is not in material or monetary default under any of the terms, covenants, or conditions of the Lease or the Service Agreement which default UTT has failed to cure within the time period provided in the Lease or the Service Agreement, as appropriate, for such cure, and provided UTT has not previously terminated the Service Agreement in accordance with Paragraph 2 (b) hereof, the Service Agreement shall not be terminated and shall continue in full force and effect as a direct agreement between Successor Owner and UTT, upon and subject to all of the terms, covenants and conditions of the Service Agreement, for a term equal to the unexpired term of the Service Agreement, and UTT hereby agrees to accept Successor Owner as customer under the Service Agreement, and to be bound by and perform all of the obligations imposed upon it by the Service Agreement, and Successor Owner shall be bound by all of the obligations imposed on Owner by the Service Agreement, provided, however, that, subject to the provisions of Paragraph 2(b) hereof, including, without limitation, Mortgagee's (or Successor Owner's) obligation to pay and perform under the terms of the Service Agreement and the Lease if Mortgagee (or Successor Owner) delivers the notice described in clause (ii) of said Paragraph 2(b) by which it assumes said payment and performance obligations, Successor Owner shall not be:

(i) liable for any act or omission of a prior customer (including Owner) (provided this clause shall not limit UTT's right of offset and abatement against a prior customer as provided in the following clause (ii)) and Successor Owner shall have no liability whatsoever with respect to any charges, fees, taxes or other payments owing to UTT by a prior customer (including Owner) under the Service Agreement with respect to any period before Successor Owner succeeds to the interest of customer under the Service Agreement, or

(ii) subject to any offsets or defenses which UTT might have against any prior customer (including Owner) with respect to any matters occurring and accruing prior to termination of such prior customer's (including Owner's) interest under the Service Agreement, provided that UTT shall retain all rights to any such offsets or defenses to the extent (but only to the extent) any events of default of a non-monetary nature continue from and after (and relate to the period following) the date of termination of such prior customer's (including Owner's) interest under the Service Agreement, or

(iii) bound by any amendment or modification of the Service Agreement which materially affect the rights and obligations of any of the parties thereto made without the written consent of Successor Owner, which consent shall not be unreasonably withheld, except that UTT may exercise any right specifically provided for in the Service Agreement, or

(iv) required to pay any Repurchase Price or Alteration Costs except as specifically provided in Paragraph 3(a) above with respect to the payment of the Repurchase Price and Alteration Costs under the terms of the Lease.

(b) **New Service Agreement. Exercise of Rights.** Upon the written request of either Mortgagee or UTT to the other given at the time of any foreclosure, the exercise of a power of sale or conveyance in lieu thereof, the parties agree to execute a chilled water service agreement upon the same terms and conditions as the Service Agreement between Owner and UTT, as

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Property of Cook County Clerk's Office

modified by the terms hereof, which service agreement shall cover any then unexpired term of the Service Agreement existing prior to such foreclosure, the exercise of a power of sale or conveyance in lieu of foreclosure.

(c) **Conflicting Provision.** Successor Owner shall have no personal liability to UTT or any other party for any conflict between the provisions of the Service Agreement and the provisions of any lease or other agreement to a third party affecting the Property entered into by any prior owner of the Property (including Owner), and in the event of such a conflict, UTT shall have no right to claim any damages against Successor Owner personally, provided that UTT shall retain all other rights which it may otherwise have in respect thereof under the express terms of the Service Agreement or under law or equity

(d) **Limitation on Liability.** In all events Successor Owner shall have the benefit of the limitation on Customer's liability provided by Section 9.12 of the Service Agreement

(e) **Arbitration.** With respect to the arbitration provisions in Section 9.11 of the Service Agreement and Section 17.17 of the Lease, Successor Owner shall have the benefit of the provision (described in said Section 17.17 in terms of a "lender") that Successor Owner may refer the matter to an "investment officer" (or other comparable officer) rather than to its chief executive officer before the matter is submitted to formal arbitration.

5. **Acknowledgement and Agreement by Owner.** Owner, as landlord under the Lease, customer under the Service Agreement and mortgagor under the Mortgage, acknowledges and agrees for itself and its heirs, successors and assigns, that:

(a) This Agreement does not

- (i) constitute a waiver by Mortgagee of any of its rights under the Mortgage; and/or
- (ii) in any way release Owner from its obligations to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Mortgage;

(b) The provisions of the Mortgage remain in full force and effect and must be complied with by Owner; and

(c) In the event that Mortgagee notifies UTT of a default under the Mortgage and demands that UTT pay its rent and other sum due under the Lease to Mortgagee, UTT is hereby directed to pay all rent and other sums due under the Lease to Mortgagee as provided in this Agreement.

6. **Representations of Mortgagee.** Mortgagee hereby represents that as of the date of this Agreement, it is the sole beneficial owner and holder of the Mortgage and the entire indebtedness secured thereby

7. No Obligation of Mortgagee. Successor Owner shall have no obligation and shall not incur any liability with respect to the erection or completion of the improvements in which the Premises are located or for completion of the Premises or any improvements for UTT's use and occupancy.

8. Notice.

(a) All notices hereunder to Mortgagee shall be deemed to have been duly given if (i) hand-delivered; (ii) mailed by United States registered or certified mail, with return receipt requested, postage prepaid; or (iii) sent by nationally recognized overnight delivery service to Mortgagee at its address set forth in Exhibit B attached hereto (or at such other address as shall be given in writing by Mortgagee to UTT), and shall be deemed effective upon receipt or upon refusal to accept delivery.

(b) All notices hereunder to UTT shall be deemed to have been duly given if (i) hand-delivered; (ii) mailed by United States registered or certified mail, with return receipt requested, postage prepaid; or (iii) sent by nationally recognized overnight delivery service to UTT at its address set forth in Exhibit B attached hereto (or at such other address as shall be given in writing by UTT to Mortgagee), and shall be deemed effective upon receipt or upon refusal to accept delivery.

9. Miscellaneous.

(a) This Agreement supersedes any inconsistent provision of the Lease, Service Agreement or Mortgage.

(b) Nothing contained in this Agreement shall be construed to derogate from or in any way impair or affect the lien and charge or provisions of the Mortgage.

(c) Successor Owner shall have no obligation with respect to any warranties of any nature whatsoever, nor have any liability with respect thereto, whether pursuant to the Lease, the Service Agreement or otherwise, including without limitation, any warranties respecting use, compliance with zoning, Owner's title, Owner's authority, fitness or purpose of possession, provided nothing in this Paragraph 9(c) shall limit or otherwise affect any of the following rights which UTT may otherwise have either pursuant to the express terms of the Lease, the Service Agreement or under law: (i) termination rights (as such termination rights may be modified by the provisions of Paragraph 2 of this Agreement); (ii) any right of specific performance; and (iii) any offset right.

(d) In the event that Mortgagee shall acquire title to the Property, Mortgagee shall have no personal liability for any obligations and shall not incur any liability, beyond Mortgagee's then equity interest, if any, in the Property, and UTT shall look exclusively to such equity interest of Mortgagee, if any, in the Property for the payment and discharge of any obligations imposed upon Mortgagee hereunder or under the Lease or under the Service Agreement, all personal liability, if any, of Mortgagee hereunder and under the Lease and Service Agreement being hereby expressly waived.

(e) This Agreement shall inure to the benefit of the parties hereto, their respective successors and permitted assigns (including, as to assigns of UTT, any assignee permitted by the terms of the Lease or Service Agreement without the consent of Owner and any assignee under any assignment to which Owner gives its consent); provided, however, that in the event of the assignment or transfer of the interest of Mortgagee, all obligations and liabilities of Mortgagee under this Agreement shall terminate if the assignee or transferee of Mortgagee's interest assumes such obligations and liabilities by written instrument, and upon any such assignment or transfer all such obligations and liabilities shall be the responsibility of the party to whom Mortgagee's interest is assigned or transferred; and provided further that the interest of UTT under this Agreement may not be assigned or transferred without the prior written consent of Mortgagee, except to the extent UTT is permitted to assign the Lease without the consent of the Owner thereunder, and provided that with respect to any assignment or transfer for which Owner's consent is required by the terms of the Lease and as to which Owner grants its consent, Mortgagee will not unreasonably withhold or delay its consent to the assignment of UTT's interest under this Agreement.

(f) This Agreement shall be governed by and construed in accordance with the laws of the State in which the Property is located.

(g) Owner consents to the terms and conditions of this Agreement and agrees that UTT, upon receipt of a demand for payment from Mortgagee pursuant to Paragraph 2(c) hereof, shall be entitled to honor such demand and shall be free from any liability for making any such payment.

(h) [Intentionally Omitted.]

(i) [Intentionally Omitted.]

10. [Intentionally Omitted.]

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IN WITNESS WHEREOF, the parties have executed this Subordination, Non-Disturbance, Attornment and Continuation Agreement as of _____, 1998.

NOTICE IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION, NON-DISTURBANCE, ATTORNMENT AND CONTINUATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

UTT

UNICOM THERMAL TECHNOLOGIES INC.,
an Illinois corporation

By: [Signature]
Name: CLINT L. LEE
Title: CLINT L. LEE

MORTGAGEE

GOLDMAN SACHS MORTGAGE COMPANY,
a New York limited partnership

By: Goldman Sachs Real Estate Funding Corp.,
its general partner

By: _____
Name:
Title:

OWNER

200 WORLD TRADE CENTER L.L.C.,
a Delaware limited liability company

By: Vornado Realty L.P., a Delaware limited partnership

By: Vornado Realty Trust, a Maryland real estate
investment trust, its General Partner

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have executed this Subordination, Non-Disturbance, Attornment and Continuation Agreement as of _____, 1998.


NOTICE IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION, NON-DISTURBANCE, ATTORNMENT AND CONTINUATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO

UTT UNICOM THERMAL TECHNOLOGIES INC.,
an Illinois corporation

By: _____
Name:
Title

MORTGAGEE GOLDMAN SACHS MORTGAGE COMPANY,
a New York limited partnership

By: Goldman Sachs Real Estate Funding Corp.,
its general partner

By: 
Name: Todd O. Summerson
Title: Associate

OWNER 200 WORLD TRADE CENTER L.L.C.,
a Delaware limited liability company

By: Vornado Realty L.P., a Delaware limited partnership

By: Vornado Realty Trust, a Maryland real estate
investment trust, its General Partner


By: 
Name: Michael D. Fusco
Title: President

EXHIBIT A

Legal Description

Property of Cook County Clerk's Office

EXHIBIT B

Schedule of Definitions

"Mortgagee" shall mean Goldman Sachs Mortgage Company, a New York limited partnership. All notices hereunder to Mortgagee shall be delivered to:

GOLDMAN SACHS MORTGAGE
COMPANY
85 Broad Street
New York, New York 10004
Attention: Steve Mnuchin

"Mortgage" shall mean a first lien Mortgage, Security Agreement and Assignment of Leases and Rents dated as of April 1, 1998, encumbering the Property, executed by Owner, as Mortgagor, in favor of Mortgagee, securing repayment of the Loan evidenced by the Note, recorded as Document No. _____ in the records of the County in which the Property is located.

"Loan" shall mean the first mortgage loan from Mortgagee to Owner evidenced by the Note.

"Note" shall mean that certain Note secured by the Mortgage executed by Owner in favor of Mortgagee, dated as of April 1, 1998.

"Lease" shall mean a certain lease entered into by and between Owner (as successor in interest) and UTT dated as of December 31, 1996 covering the Premises, which Lease is the same as the lease referenced in that certain Memorandum of Service Agreement and Lease recorded on January 2, 1997 as Document No. 97001142 between LaSalle National Trust, N.A., as Trustee under a Trust Agreement dated May 27, 1981 (predecessor in interest to Owner), and UTT.

"Owner" shall mean 200 World Trade Center L.L.C., a Delaware limited liability company.

"Premises" shall mean certain space in the improvements located in and upon the Property, demised by the Lease to UTT, as such space may be adjusted from time to time pursuant to the Lease.

"Property" shall mean the real property described in Exhibit A attached hereto together with the improvements thereon.

"Service Agreement" shall mean a certain Chilled Water Service Agreement entered into by and between Owner and UTT dated as of December 31, 1996.

"UTT" shall mean Unicom Thermal Technologies Inc., an Illinois corporation. All notices hereunder to UTT shall be delivered to:

Unicom Thermal Technologies Inc.
30 West Monroe Street
Suite 500
Chicago, Illinois 60603
Attention: President

Property of Cook County Clerk's Office

Notarial Acknowledgement for
Goldman Sachs Mortgage CompanySTATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

On this 15 day of April, 1998, before me personally came Teida O. Samirani, to me known and known by me to be the person who executed the foregoing instrument, and who being by me duly sworn, did depose and say that he has an office at 85 Broad Street, New York, New York 10004, that he is the an Associate of Goldman Sachs Real Estate Funding Corp. having its principal place of business 85 Broad Street, New York, New York 10004, at that said corporation is the general partner of Goldman Sachs Mortgage Company, a New York limited partnership, which limited partnership is the limited partnership described in and which executed the foregoing instrument, that it was so executed by authority of the board of directors of said corporation and that he signed his name thereto by like authority; and he acknowledged to me that the said instrument was executed by said corporation for and on behalf of said limited partnership for the use and purposes therein mentioned.


Notary PublicEMIDIO J. SCARFO
Notary Public, State of New York
No. 41-4851294
Qualified in Queens County
Commission Expires Jan. 22, 1999

Notarial Acknowledgment for UTT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

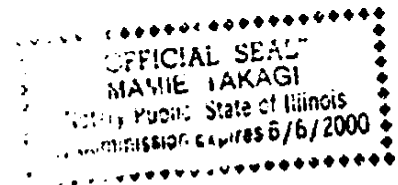
On March 31, 1997, before me, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Daniel H. Parker, the PRESIDENT of UNICOM THERMAL TECHNOLOGIES INC., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Daniel H. Parker appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, the uses and purposes therein set forth.

WITNESS my hand and official seal.

Marie Takagi
Notary Public

My Commission Expires:

6-6-2000



Notarial Acknowledgement for
Owner

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

On the 1st day of April, 1998, before me personally came Michael D. Cassella to me known, who, being by me duly sworn, did depose and sworn, did depose and say that he has an office at 100 St. Johns Place, Suite 200 that he is the President of Vornado Realty Trust, a Maryland real estate investment trust which is the General Partner of Vornado Realty, L.P., a Delaware limited partnership which limited partnership is the sole member of 200 World Trade Center L.L.C., the limited liability company described in and which executed the foregoing instrument, and that he signed his name hereto by authority of the member of said limited liability company.

Emilio J. Scarfolegno
Notary Public

My Commission Expires:

EMILIO J. SCARFOLEGNO
Notary Public, State of New York
No. 41-455294
Qualified in Queens County
Commission Expires on 22, 1999

IN WITNESS WHEREOF, the parties have executed this Subordination, Non-Disturbance, Attornment and Continuation Agreement as of _____, 1998.

NOTICE IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION, NON-DISTURBANCE, ATTORNMENT AND CONTINUATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

UTT UNICOM THERMAL TECHNOLOGIES INC.,
an Illinois corporation

By: _____

Name: _____

Title: _____

MORTGAGEE GOLDMAN SACHS MORTGAGE COMPANY,
a New York limited partnership

By: Goldman Sachs Real Estate Funding Corp.,
its general partner

By: _____

Name: _____

Title: _____

OWNER 200 WORLD TRADE CENTER L.L.C.,
a Delaware limited liability company

By: Vornado Realty L.P., a Delaware limited partnership

By: Vornado Realty Trust, a Maryland real estate
investment trust, its General Partner

By: _____

Name: _____

Title: _____

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Notarial Acknowledgment for UIT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On March 31, 1998, before me, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Donald P. Perkins of UNCOM THERMAL TECHNOLOGIES INC., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Donald P. Perkins appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, the sues and purposes therein set forth.

WITNESS my hand and official seal.

Heather T. King
Notary Public

My Commission Expires:

5/5/2000

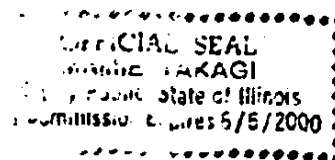


EXHIBIT A

PROPERTY DESCRIPTION

Parcel One:

All of the land, property and space below, at and above the surface of the earth in Marshall Field and Company's and Chicago and Northwestern Railway Company's Resubdivision of Blocks 5 and 6 in Original Town of Chicago, all in the South half of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, except that part thereof described as follows:

Lot 10 in said Resubdivision, in Cook County, Illinois.

Together with:

Parcel Two:

Easement for the benefit of the premises in question of the right to maintain the existing portions of the East lateral approach to the Franklin-Orleans viaduct as granted by the City of Chicago by Agreement dated June 24, 1974 and recorded July 12, 1974 as Document Number 22781631 over and across the South 16 feet of that part of the West Kinzie Street lying between the West line of North Wells Street and the East line of vacated North Franklin Street extended North lying North and adjoining Lot 1 of Marshall Field and Company and Northwestern Railway Company Resubdivision of Blocks 5 and 6 in the original Town of Chicago in the South half of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel Three:

Easement for the benefit of the premises in question for ingress and egress as granted by LaSalle National Bank, as Trustee under a Trust Agreement dated March 1, 1967 and known as Trust Number 36223 to Trustees named on Exhibit "A" attached to said instrument, by instrument dated February 15, 1974 and recorded April 24, 1974 as Document 22695490 over and across that part of Lot 10 below the Franklin-Orleans Street viaduct structure in Marshall Field and Company and Chicago and Northwestern Railway Company Resubdivision of Blocks 5 and 6 in the Original Town of Chicago in the South half of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel Four:

Perpetual right, permission and authority for the benefit of Parcel One to construct, maintain and use an enclosed passageway, not more than 32-1/2 feet wide and not more than 38 feet in height above the Franklin-Orleans Street viaduct between an elevation of plus 47.0 Chicago City Datum and plus 85.0 Chicago City datum, for the purpose of connecting the improvements located from time to time on the properties lying East and West of the Franklin-Orleans Street viaduct, to be located in accordance with the terms of the Agreement by and between the City of Chicago, a municipal corporation of Illinois, and LaSalle

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National Bank, not individually, but as Trustee under the provisions of a Trust Agreement dated March 1, 1967 and known as Trust Number 36223 dated June 18, 1974 and recorded June 23, 1974 as Document Number 22764367.

Parcel Five:

Easement for ingress and egress and structured support for the benefit of Parcel One in accordance with the terms of Reciprocal Easement Agreement made as of 1st day of April, 1998 by and among LaSalle National Bank, not individually buy solely as Trustee under Trust Agreement dated January 1, 1997 known as Trust No. 12100, 350 North Orleans Street L.L.C. and 200 World Trade Center L.L.C.

Property Address: The Merchandise Mart
200 World Trade Center
Chicago, Illinois 60654

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