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THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN
TO:

Shearman & Sterling
599 Lexington Avenue
New York, New York 10022
Attention: Robert W. Fagiola, Esq.

99931503

8083/0132 27 001 Page 1 of 16
1999-10-01 09:48:49
Cook County Recorder 99.00



99931503

This space reserved for Recorder.

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment"), made the 29th day of September, 1999 by 77 WEST WACKER LIMITED PARTNERSHIP, an Illinois limited partnership having an office at c/o Prime Group Realty Trust, 77 West Wacker Drive, Suite 3900, Chicago, Illinois 60601 ("Borrower" or "Assignor"), to WESTDEUTSCHE IMMOBILIENBANK, a banking institution organized under the laws of the Federal Republic of Germany, having an address at Wilhelm Theodor Romheld Strasse 24, 55130 Mainz, Federal Republic of Germany, in its capacity as Agent under the Loan Agreement described below (including its successors and assigns in such capacity, herein referred to as "Agent" or "Assignee") for itself and other Lenders from time to time under said Loan Agreement.

WITNESSETH:

WHEREAS, Assignor is the owner of certain real property more particularly described in Exhibit A annexed hereto and made a part hereof and the improvements located thereon (the "Property");

WHEREAS, Assignor, as Borrower, and Assignee, as Lender and Agent, have entered into that certain Loan Agreement dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement");

WHEREAS, Assignor, as Borrower, and Assignee, as Agent, have entered into that certain Promissory Note in the aggregate stated principal amount of \$170,000,000.00 dated as of even date herewith (as the same may be amended, restated, replaced, supplemented or otherwise from time to time, the "Note");

BOX 333-CT1

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WHEREAS, Assignor, as Mortgagor, and Assignee, as Mortgagee, have entered into that certain Mortgage, Assignment of Leases and Rents, Security Agreement, Fixture Filing and Financing Statement dated as of even date herewith securing the Note (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "*Mortgage*");

WHEREAS, it is a consideration precedent to the making of the Loan by Assignee to Assignor evidenced by the Note and secured by the Mortgage that Assignor shall execute and deliver this Assignment as additional security for Assignor's obligations under the Note, the Mortgage, the Loan Agreement and the other Loan Documents (collectively the "*Secured Obligations*");

NOW, THEREFORE, as additional security for the Secured Obligations and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby agrees as follows:

SECTION 1. Assignment. (a) Assignor hereby absolutely and unconditionally grants, transfers and assigns to Assignee all the estate, right, title and interest of Assignor in all leases, subleases, lettings and licenses of, and all other contracts, bonds and agreements, whether written or oral, affecting the Property, the Leasehold or any part thereof now or hereafter entered into, assigned to, taken subject to or assumed by Assignor and all amendments, modifications, supplements, additions, extensions and renewals thereof (all of the foregoing hereinafter collectively referred to as "*Leases*"), and all right, title and interest of Assignor thereunder, including cash and securities deposited thereunder (as down payments or security deposits to the extent permitted by law), the right to receive and collect the rents, additional rents, increases in rents, security deposits, advance rents, income, proceeds, earnings, royalties, revenues, issues, profits, rights, deposits, benefits and other payments due or to become due under, or otherwise derived from or relating to, the Leases or the use or occupancy of the Property or the Leasehold (including without limitation (i) any claims based on holdover by any lessee, (ii) any claims pursuant to the Leases for damages sustained by Assignor, (iii) any fees or other amounts paid for the cancellation, surrender or early termination of a Lease, or (iv) any claims arising under any federal, state or other law as a result of or in connection with the bankruptcy or insolvency of any lessee) and the rights to collect and receive all of the foregoing and to enforce, whether at law or in equity or by any other means, all provisions thereof or thereunder and all rights of Assignor relating thereto (all of the foregoing hereinafter collectively referred to as the "*Rents*") and the right to apply the same to the payment, performance and observance of the Secured Obligations;

(b) This assignment and grant shall continue in effect until the Secured Obligations are fully paid; provided, however, that so long as no Event of Default exists and is

continuing, Assignee hereby waives the right to enter the Mortgaged Property for the purpose of collecting the Rents, and Assignor shall have a license to collect, receive, use and retain the Rents, subject to the limitations and qualifications contained in the Loan Documents. Such license of Assignor to collect, receive, use and retain the Rents may be revoked by Assignee upon the occurrence and during the continuance of any Event of Default (as defined in the Note) by giving written notice of such revocation to Assignor, but shall be deemed reinstated if such Event of Default is cured. Notwithstanding the foregoing, and without limitation, Assignee shall retain at all times all of its rights and remedies after the occurrence and during the continuation of an Event of Default in respect of the appointment of a receiver as permitted under this Assignment.

(c) The foregoing assignment of the Leases and the Rents is intended to be and is an absolute present assignment from Assignor to Assignee and not merely the passing of a security interest or an executory contract to assign and no prior assignment of such Leases and Rents has been previously made by Borrower. Such assignment and grant shall continue in effect until the Secured Obligations are fully paid. Without limiting the generality of the foregoing, this Assignment secures the payment of all amounts that constitute part of the Secured Obligations and would be owed by Assignor to Assignee under the Note and the Mortgage but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Assignor.

SECTION 2. Rights and Remedies: In addition to the revocation of Assignor's rights pursuant to Section 1 hereof, subject to Section 1(h) hereof, upon or at any time after the occurrence and during the continuance of an Event of Default or a default beyond any applicable notice and/or grace period in the performance by Assignor of any obligation, covenant or agreement contained in this Assignment:

(a) Assignor shall promptly pay to Assignee (i) all rent prepayments and security or other deposits which have not been applied to the obligations of the lessees under the Leases prior to the occurrence of such Event of Default and (ii) all charges for services or facilities or for escalations which were paid pursuant to any of the Leases to the extent allocable and not applied to any period from and after the occurrence of such Event of Default, which amounts described in clauses (i) and (ii) paid to Assignee shall be held applied and paid by Assignee as provided in the applicable Leases; and

(b) Assignee shall have the following rights in accordance with applicable laws and subject thereto: (i) to demand that the tenants under any of the Leases pay all amounts due thereunder directly to Assignee; (ii) to enter upon and take possession of the Mortgaged Property, without notice to Assignor (except as expressly provided herein or in the Loan Documents), whether or not foreclosure has been instituted and

without applying for a receiver, trustee or custodian; (iii) to collect, receive and enforce the lessor's right to the Rents; (iv) to enforce the provisions of the Leases, including the right to dispossess by summary or other available proceedings or actions any lessee defaulting under its Lease; (v) to let the Mortgaged Property on such terms and conditions as Assignee deems appropriate; and (vi) to apply the Rents to (A) the actual, out-of-pocket costs and expenses incurred in enforcing the Leases and collecting the Rents (including reasonable legal fees and expenses), (B) the payment of all necessary charges and expenses in connection with the operation and maintenance of the Mortgaged Property (including the leasing thereof) and (C) the payment, performance and observance of the Secured Obligations.

SECTION 3. Payment of Rent. If Assignor is not required to surrender possession of any portion of the Mortgaged Property that is occupied by Assignor for its own use after the occurrence and during the continuance of any Event of Default or default beyond any applicable grace and/or notice period in the performance by Assignor of any obligation, covenant or agreement contained in this Assignment, Assignor shall pay monthly in advance to Assignee, on its entry into possession pursuant to the Mortgage or to any receiver appointed to collect the Rents, the fair and reasonable rental value, based on rental rates standard to the Property, for the use and occupancy of such Property as may be in the possession of, and used and occupied by, Assignor. Upon a default in any such payment, Assignor shall vacate and surrender such possession to Assignee or such receiver, and, in default thereof, may be evicted by summary or any other available proceedings or actions.

SECTION 4. Leases and Rents. The provisions of Section 7 of the Mortgage are hereby incorporated herein by reference as if set forth herein at length.

SECTION 5. Performance of Assignor's Obligations. Nothing contained in this Assignment shall be construed to bind Lenders (as defined in the Loan Agreement) to the performance of any of the provisions contained in any Lease or otherwise to impose or create any obligation or liability whatsoever, express or implied, on Lenders (including any liability under the covenant of quiet enjoyment contained in any Lease or under any applicable law in the event that any lessee shall have been joined as a party defendant in any action to foreclose the Mortgage or this Assignment and shall have been barred and foreclosed thereby of all right, title and interest and equity of redemption in the Mortgaged Property), except that Assignee shall be accountable for any money actually received by Assignee pursuant to this Assignment or otherwise. This Assignment shall not operate to make Lenders liable for (i) any waste committed on the Mortgaged Property by the lessee under any Lease or any other person, (ii) any dangerous or defective condition of the Mortgaged Property or (iii) any negligence in the management, upkeep, repair or control of the Mortgaged Property resulting in loss, injury or death to any lessee or other person.

SECTION 6. Specific Assignments. Assignor shall, as and when requested from time to time by Assignee, execute, acknowledge and deliver to Assignee, in form reasonably requested by Assignee, one or more general or specific assignments of the lessor's interest under any Lease. Assignor shall, on demand, pay to Assignee, or reimburse Assignee for the payment of, any actual, out-of-pocket costs or expenses incurred in connection with the preparation or recording of any such assignment.

SECTION 7. [Intentionally Omitted]

SECTION 8. Notice. All notices, requests, demands, statements or documents hereunder shall be in writing and given or made in accordance with the notice provisions of the Mortgage.

SECTION 9. No Waiver. The acceptance of this Assignment and the collection of Rents under any Lease shall not constitute a waiver of any of the rights or remedies of Assignee under the Mortgage. Further, nothing contained in this Assignment and no act or action taken or done, or omitted to be taken or done, by Assignee pursuant to the powers and rights granted to Assignee hereunder shall be deemed to (i) be a waiver of or to cure any default by Assignor under this Assignment or any Event of Default or (ii) be a waiver by Assignee of any of its rights and remedies against Assignor in connection with, or in respect of, the Secured Obligations.

SECTION 10. Successors and Assigns. The covenants herein contained on the part of Assignor shall be deemed to be covenants running with the land, and shall be binding upon Assignor named herein and any subsequent owner or owners of the Mortgaged Property and its and their respective successors and assigns. This Assignment, together with all the covenants herein contained on the part of Assignor, shall inure to the benefit of Assignee in its capacity as Assignee under the Loan Agreement assigns.

SECTION 11. Severability. The unenforceability or invalidity of any provision of this Assignment to any person or circumstances shall not render such provision unenforceable as to any other person or circumstances, or render any other provision hereof invalid or unenforceable, and all provisions hereof, in all other respects, shall remain valid and enforceable. The provisions hereof are intended to be construed and interpreted to be valid and enforceable to the full extent permitted by applicable law.

SECTION 12. Amendments in Writing; Governing Law. This Assignment may not be changed or terminated except by an agreement in writing, signed by the person against whom enforcement of the change or termination is sought. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and intended to be performed wholly within the State of Illinois.

SECTION 13. Tenants. The tenants under the Leases are hereby authorized to recognize the claims and demands of Assignee without investigation as to (i) the reason for any action taken by Assignee, (ii) the validity or the amount of indebtedness owing to Assignee and/or Lenders, (iii) the existence of any Event of Default or default hereunder, or (iv) the application to be made by Assignee of any amounts to be paid to Assignee. Assignee's sole signature shall be sufficient for the exercise of any right under this Assignment and Assignee's sole receipt given for any sums received shall be a full discharge and release therefor to any lessee under any of the Leases.

SECTION 14. No Liability for Security Deposits, Etc. Assignee assumes no responsibility or liability for any security deposits or prepaid rents paid under the terms of the Leases unless, until, and only to the extent that any such security deposits or prepaid rents are actually received by Assignee.

SECTION 15. Assignee's Right to Cure Defaults Under Leases. Assignor agrees that, if Assignor shall default in any of its obligations hereunder (including its obligation to perform or cause to be performed all of the lessor's obligations under each Lease), then Assignee shall have the right after the occurrence and during the continuance of an Event of Default, to advance all or any part of amounts owing or to perform any or all required actions in such manner and to such extent as Assignee may deem necessary to protect the security hereof. No such advance or performance shall be deemed to have cured such default by Assignor or any Event of Default with respect thereto. All actual out-of-pocket sums advanced and expenses incurred by Assignee in connection with such advances or actions, and all other actual out-of-pocket sums advanced or expenses incurred by Assignee hereunder or under applicable law (whether required or optional and whether indemnified hereunder or not) shall be reimbursed by Assignor to Assignee on demand, shall bear interest until paid in full at the Default Rate (as defined in the Note) and shall be secured by this Assignment. Assignor hereby appoints Assignee its true and lawful attorney-in-fact upon the occurrence and during the continuance of an Event of Default, subject to Section 2(b) hereof, to (i) make the payments and effect the performance contemplated by the aforesaid provisions of this Section 15 in the name and on behalf of Assignor and (ii) demand, receive and enforce Assignor's rights with respect to the Leases. This power, being coupled with an interest, shall be irrevocable until all of the Secured Obligations shall be fully satisfied, paid and performed and Assignee shall have no further commitment.

SECTION 16. Indemnification. The provisions of Section 5.5 of the Loan Agreement are hereby incorporated herein by reference as if set forth herein at length.

SECTION 17. Limitation of Assignor's Liability. The provisions of Section 6.1 of the Loan Agreement are hereby incorporated herein by reference as if set forth herein at length.

SECTION 18. Continuing Security Interest and Termination of Assignment.

This Assignment shall create a continuing security interest in the Leases and Rents and shall remain in full force and effect until the payment in full of the Debt (as defined in the Mortgage). Notwithstanding the foregoing, upon the payment in full of such Debt, this Agreement and the security interest granted hereby shall automatically and completely terminate without further act on the part of any party hereto and all rights to the Leases and Rents shall revert to Borrower. Upon any such termination, Assignee shall, at Borrower's expense, immediately return to Borrower such of the Leases and Rents as shall not have expired or otherwise modified, assigned or terminated pursuant to the terms hereof and/or any other Loan Document and execute and deliver to Borrower or Borrower's designee such documents as Borrower shall reasonably request to evidence such termination.

SECTION 19. Delivery of Leases. Assignor shall furnish Assignee with a copy of all present and future Leases and each renewal, supplement, amendment, or modification thereof, promptly after the execution thereof, certified by Assignor to be a true, correct and complete copy thereof.

SECTION 20. Further Assurances. Assignor agrees that at any time and from time to time, Assignor shall, at its sole cost and expense, promptly execute and deliver all further instruments and documents and take all further action or actions that may be necessary or that Assignee may reasonably request, in order to perfect and protect the interests granted hereby or to enable Assignee to exercise and enforce its rights and remedies hereunder with respect to the Leases.

SECTION 21. Agent Actions. All actions to be taken by Agent hereunder shall be subject to Section 7 of the Loan Agreement.

SECTION 22. Miscellaneous. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Mortgage.

SECTION 23. Counterparts. This Assignment may be executed in separate counterparts, all of which together shall be deemed to be one and the same instrument.

* * *

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the date first above written.

ASSIGNOR:

77 WEST WACKER LIMITED PARTNERSHIP

By: Prime Group Realty, L.P., its general partner

By: Prime Group Realty Trust, its managing general partner

By: 
Name: JEFFREY A. PATTERSON
Title: Exec. V.P.

Property of Cook County Clerk's Office

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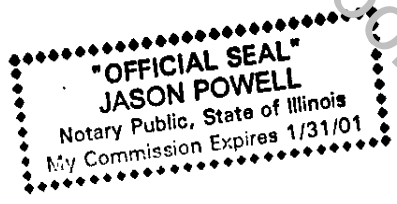
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STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JEFFREY A. PATTERSON, as Exec. V.P. of PRIME GROUP REALTY TRUST, the managing general partner of 77 WEST WACKER, LIMITED PARTNERSHIP, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Exec. V.P. of said corporation 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 corporation, as general partner, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of September, 1999.

Jason Powell
Notary Public



Notary Public, State of Illinois
My Commission Expires 1/31/01
Cook County Clerk's Office

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Winston & Strain P. 89/160

Exhibit A

Property of Cook County Clerk's Office

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EXHIBIT A
UNOFFICIAL COPY
CHICAGO TITLE INSURANCE COMPANY

LOAN POLICY (1992)
SCHEDULE A (CONTINUED)

POLICY NO.: 1401 007822406 01

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

A. FEE SIMPLE AS TO PARCELS 1, 2, AND 4; SAID PARCELS 1, 2, AND 4 BEING DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 3 (EXCEPT THE EAST 20.50 FEET THEREOF); TOGETHER WITH THE NORTH 1.00 FOOT OF THE ORIGINAL 18-FOOT ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOT 3 IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND

LOTS 1 TO 9, BOTH INCLUSIVE, IN THE SUBDIVISION OF LOT 4; TOGETHER WITH THE NORTH 1.50 FEET OF THE ORIGINAL 18-FOOT ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID SUBDIVISION OF LOT 4 IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE WEST 1/2 OF NORTH GARVEY COURT (SAID NORTH GARVEY COURT BEING THE WEST 1/2 OF LOT 2 AND THE EAST 20.50 FEET OF LOT 3; TOGETHER WITH THE NORTH 1.00 FOOT OF THE ORIGINAL 18-FOOT ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF THE AFORESAID PARTS OF LOTS 2 AND 3; THE SOUTH LINE OF SAID 1.00 FOOT STRIP, BEING THE NORTH LINE OF WEST HADDOCK PLACE AS ESTABLISHED BY ORDINANCE PASSED SEPTEMBER 17, 1852) LYING ABOVE AN INCLINED PLANE HAVING AN ELEVATION OF +17.26 FEET ABOVE THE CHICAGO CITY DATUM, MEASURED ALONG THE NORTH LINE OF BLOCK 17 AND HAVING AN ELEVATION OF +21.23 FEET ABOVE THE CHICAGO CITY DATUM, MEASURED ALONG THE NORTH LINE OF WEST HADDOCK PLACE ALL IN BLOCK 17, (AS VACATED BY THE CITY OF CHICAGO IN AN ORDINANCE PASSED MARCH 21, 1990 AND RECORDED APRIL 11, 1990 AS DOCUMENT 90164868), IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF WEST HADDOCK PLACE AS ESTABLISHED BY ORDINANCE PASSED SEPTEMBER 17, 1852; TOGETHER WITH THE SOUTH 1.50 FEET OF THE ORIGINAL 18-FOOT ALLEY LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOT 1 IN THE ASSESSOR'S DIVISION OF LOT 5 IN BLOCK 17; ALSO, THE SOUTH 1.00 FOOT OF SAID ORIGINAL 18-FOOT ALLEY LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOT 6 IN BLOCK 17, ALL TAKEN AS ONE TRACT, LYING WEST OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE EAST 20.50 FEET OF LOT 3 IN SAID BLOCK 17 AND LYING EAST OF THE WEST LINE OF BLOCK 17 AND ITS EXTENSIONS, (AS VACATED BY THE CITY OF CHICAGO IN AN ORDINANCE PASSED MARCH 21, 1990 AND

(SEE ATTACHED)

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

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CHICAGO TITLE INSURANCE COMPANY

LOAN POLICY (1992)

SCHEDULE A (CONTINUED)

POLICY NO.: 1401 007822406 D1

RECORDED APRIL 11, 1990 AS DOCUMENT 90164868) IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

B. THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1(H) OF THE CONDITIONS AND STIPULATIONS OF THE POLICY), CREATED BY THE INSTRUMENT HEREBIN REFERRED TO AS THE LEASE, EXECUTED BY: AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 26, 1985 AND KNOWN AS TRUST NUMBER 66121, AS LESSOR, AND 77 WEST WACKER LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, AS LESSEE, DATED MARCH 7, 1991, WHICH LEASE WAS RECORDED MARCH 18, 1991 AS DOCUMENT 91119739 WHICH DEMISED PARCEL 7 FOR A TERM OF YEARS AS SET FORTH THEREIN, AND DEMISES THE "APPURTENANT RIGHTS" SET FORTH IN PARCEL B OF EXHIBIT 'B' TO SAID LEASE OVER PARCELS 10 FOR SAID TERM, SAID PARCELS 7 AND 10 BEING DESCRIBED AS FOLLOWS:

PARCEL 7:

THE PROPERTY AND SPACE WHICH LIES BETWEEN HORIZONTAL PLANES WHICH ARE +50.63 FEET AND +80.63 FEET, RESPECTIVELY ABOVE THE CHICAGO CITY DATUM, AND WHICH IS ENCLOSED BY VERTICAL PLANES EXTENDING UPWARD FROM THE BOUNDARIES, AT THE SURFACE OF THE EARTH, OF THAT PART OF BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO, IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

ALL OF SUB-LOTS 1 TO 7 AND THE ALLEY IN THE ASSESSOR'S DIVISION OF LOT 5 IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO; ALSO, LOT 6 (EXCEPT THE EAST 20.00 FEET THEREOF) IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO ALL IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 10:

THAT PART OF THE LAND DESCRIBED BELOW WHICH IS DEMISED AS APPURTENANT RIGHTS IN THE LEASE NOTED ABOVE:

THAT PART OF BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

ALL OF SUB-LOTS 1 TO 7, AND THE ALLEY IN THE ASSESSOR'S DIVISION OF LOT 5 IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO; ALSO LOT 6 (EXCEPT THE EAST 20.00 FEET THEREOF) IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO; ALL IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART WHICH LIES BETWEEN HORIZONTAL PLANES, WHICH ARE 50.63 FEET AND 80.63 FEET, RESPECTIVELY, ABOVE CHICAGO DATUM.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

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CHICAGO TITLE INSURANCE COMPANY

LOAN POLICY (1992) SCHEDULE A (CONTINUED)

POLICY NO.: 1401 007822406 D1

C. EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1, 2, AND 4 CREATED BY THE GRANT OF EASEMENT RECORDED AS DOCUMENT 90164870 AS AMENDED BY DOCUMENT 91096330 FOR INGRESS, EGRESS, CONSTRUCTION, USE, AND MAINTENANCE OF A PLAZA WALKWAY OVER PARCELS 3 AND 5, SAID PARCELS 3 AND 5 BEING DESCRIBED AS FOLLOWS:

PARCEL 3:

THAT PART OF THE EAST 1/2 OF NORTH GARVEY COURT (SAID NORTH GARVEY COURT BEING THE WEST 1/2 OF LOT 2 AND THE EAST 20.50 FEET OF LOT 3; TOGETHER WITH THE NORTH 1.00 FOOT OF THE ORIGINAL 18-FOOT ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF THE AFORESAID PARTS OF LOTS 2 AND 3, THE SOUTH LINE OF SAID 1.00 FOOT STRIP BEING THE NORTH LINE OF WEST HADDOCK PLACE AS ESTABLISHED BY ORDINANCE PASSED SEPTEMBER 17, 1852) LYING ABOVE AN INCLINED PLANE HAVING AN ELEVATION OF +17.26 FEET ABOVE THE CHICAGO CITY DATUM, MEASURED ALONG THE NORTH LINE OF BLOCK 17 AND HAVING AN ELEVATION OF +21.23 FEET ABOVE THE CHICAGO CITY DATUM, MEASURED ALONG THE NORTH LINE OF WEST HADDOCK PLACE AND LYING BELOW AN INCLINED PLANE HAVING AN ELEVATION OF 47.26 FEET ABOVE CHICAGO CITY DATUM, MEASURED ALONG THE NORTH LINE OF SAID BLOCK 17 AND HAVING AN ELEVATION OF +51.23 FEET ABOVE CHICAGO CITY DATUM, MEASURED ALONG THE NORTH LINE OF WEST HADDOCK PLACE, ALL IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF WEST HADDOCK PLACE AS ESTABLISHED BY ORDINANCE PASSED SEPTEMBER 17, 1852; TOGETHER WITH THE SOUTH 1.00 FOOT OF THE ORIGINAL 18-FOOT ALLEY LYING NORTH OF AND ADJOINING THE NORTH LINE OF THE WEST 1/2 OF LOT 7 AND THE NORTH LINE OF THE EAST 20.50 FEET OF LOT 6 ALL TAKEN AS ONE TRACT LYING EAST OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE EAST 20.50 FEET OF LOT 3 IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO, LYING WEST OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 IN SAID BLOCK 17, LYING ABOVE AN INCLINED PLANE, HAVING AN ELEVATION OF +21.23 FEET ABOVE CHICAGO CITY DATUM, MEASURED ALONG THE NORTH LINE OF WEST HADDOCK PLACE AFORESAID, AND HAVING AN ELEVATION OF +21.72 FEET ABOVE CHICAGO CITY DATUM, MEASURED ALONG THE SOUTH LINE OF THE ORIGINAL 18-FOOT ALLEY AFORESAID, AND LYING BELOW AND INCLINED PLANE, HAVING AN ELEVATION OF +71.23 FEET ABOVE CHICAGO CITY DATUM, MEASURED ALONG THE NORTH LINE OF WEST HADDOCK PLACE AFORESAID, AND HAVING AN ELEVATION OF +71.72 FEET ABOVE CHICAGO CITY DATUM, MEASURED ALONG THE SOUTH LINE OF THE ORIGINAL 18-FOOT ALLEY AFORESAID, ALL IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

D. EASEMENTS FOR SUPPORT AS CREATED BY GRANT OF EASEMENT RECORDED AS DOCUMENT 90164870 AS AMENDED BY DOCUMENT 91096330 OVER PARCEL 6, SAID PARCEL 6 BEING DESCRIBED AS FOLLOWS:

PARCEL 6:

THAT PART OF GARVEY COURT DEPICTED IN EXHIBIT "B" OF THE GRANT OF EASEMENT RECORDED AS DOCUMENT 90164870 AS AMENDED BY DOCUMENT 91096330.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

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CHICAGO TITLE INSURANCE COMPANY

LOAN POLICY (1992)

SCHEDULE A (CONTINUED)

POLICY NO.: 1401 007822406 D1

E. RECIPROCAL EASEMENT AGREEMENT DATED DECEMBER 5, 1990 AND RECORDED AS DOCUMENT 910921145 MADE BY AND BETWEEN CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 12, 1986 AND KNOWN AS TRUST NO. 1088617 AND 77 WEST WACKER LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, FOR A JOINT ACCESS STAIRWAY CONNECTING THE TWO PARTIES' PROPERTY AS SPECIFICALLY DESCRIBED IN SAID INSTRUMENT OVER PARCEL 8, SAID PARCEL 8 BEING DESCRIBED AS FOLLOWS:

PARCEL 8:

THAT PORTION OF THE LAND DESCRIBED BELOW (THE STAIRWAY LAND) SUBJECT TO THE EASEMENT SET FORTH IN "E" ABOVE:

LOT 1 AND THE EAST 1/2 OF LOT 2 IN BLOCK 17 OF THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

AND

A STRIP OF LAND LYING SOUTH OF AND ADJOINING LOT 1 AND THE EAST 1/2 OF LOT 2 IN BLOCK 17 OF THE ORIGINAL TOWN OF CHICAGO BOUNDED ON THE NORTH BY THE SOUTH LINE OF SAID LOTS AND ON THE SOUTH BY THE NORTH LINE OF PUBLIC ALLEY AS NARROWED BY ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CHICAGO PASSED SEPTEMBER 17, 1852, ALL IN COOK COUNTY, ILLINOIS.

F. BASEMENTS OVER PARCEL 9 AS SET FORTH IN AGREEMENT BY AND AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 26, 1985 AND KNOWN AS TRUST NUMBER 66121, 200 NORTH DEARBORN PARTNERSHIP, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 19, 1989 AND KNOWN AS TRUST NUMBER 11025-08 AND 77 WEST WACKER LIMITED PARTNERSHIP, DATED DECEMBER 31, 1990 AND RECORDED MARCH 18, 1991 AS DOCUMENT 91119736, FOR WALL OPENINGS; USING, CONSTRUCTING, MAINTAINING, REPAIRING, RECONSTRUCTING AND RENEWING THE PLAZA, AND EXTENDING AND CONTINUING THE PLAZA, AND FOR "WALL WORK" AS THEREIN DEFINED, SAID PARCEL 9 BEING DESCRIBED AS FOLLOWS:

PARCEL 9:

THAT PORTION OF THE LAND DESCRIBED BELOW (THE WALL LAND) SUBJECT TO THE EASEMENTS SET FORTH IN "F" ABOVE:

ALL OF SUB-LOTS 1 TO 7 AND THE ALLEY IN THE ASSESSOR'S DIVISION OF LOT 5 IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO; ALSO LOT 6 (EXCEPT THE EAST 20.00 FEET THEREOF) IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO ALL IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

G. SUPPORT AND INGRESS AND EGRESS EASEMENTS AS CREATED BY AGREEMENT DATED OCTOBER 22, 1991, AND RECORDED MARCH 26, 1992, AS DOCUMENT 92199746 AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 18, 1991, AND KNOWN AS TRUST NUMBER 52947, AND OTHERS OVER THOSE PORTIONS OF PARCELS 11A AND

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LOAN POLICY (1992)

SCHEDULE A (CONTINUED)

POLICY NO.: 1401 007822406 D1

11B, WHICH ARE SET FORTH IN SAID AGREEMENT; SAID PARCEL 11 BEING DESCRIBED BELOW.

H. CONSTRUCTION, REPAIR, SUPPORT, AND INGRESS AND EGRESS EASEMENTS AS CREATED BY AGREEMENT DATED OCTOBER 22, 1991, AND RECORDED NOVEMBER 12, 1991 AS DOCUMENT 91591893 AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 26, 1985, KNOWN AS TRUST NUMBER 66121M AND OTHERS OVER THOSE PORTIONS OF PARCEL 11A, WHICH ARE SET FORTH IN SAID AGREEMENT, SAID PARCEL 11 BEING DESCRIBED BELOW.

I. RIGHT TO PARK 169 CARS ON THOSE PORTIONS OF PARCEL 11B, AS SET FORTH IN PARKING AGREEMENT DATED OCTOBER 22, 1991 AND RECORDED APRIL 17, 1992 AS DOCUMENT 92280477 AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 18, 1991 AND KNOWN AS TRUST NUMBER 52947, 77 WEST WACKER LIMITED PARTNERSHIP, AND OTHERS, SAID PARCEL 11 BEING DESCRIBED, AS FOLLOWS:

PARCEL 11:

11A. ALL OF SUBLOTS 1 TO 7 AND THE ALLEY IN ASSESSOR'S DIVISION OF LOT 5 IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO;

ALSO

LOT 6 (EXCEPT THE EAST 20 FEET THEREOF) IN SAID BLOCK 17;

ALSO

ALL OF SUB-LOTS 1 TO 8 IN THE SUBDIVISION OF LOT 8 IN SAID BLOCK 17

ALL IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THE NORTH 111.00 FEET OF THE EAST 1/2 OF LOT 7 (AS SUCH EAST 1/2 IS MEASURED ALONG THE SOUTH LINE OF LOT 7), LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +22.00 FEET ABOVE CHICAGO CITY DATUM;

THE SOUTH 16.00 FEET OF THE NORTH 127.00 FEET OF THE EAST 1/2 OF LOT 7 (AS SUCH EAST 1/2 IS MEASURED ALONG THE SOUTH LINE OF LOT 7), LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.66 FEET ABOVE CHICAGO CITY DATUM;

THAT PART OF THE EAST 1/2 OF LOT 7 (AS SUCH EAST 1/2 IS MEASURED ALONG THE SOUTH LINE OF LOT 7) EXCEPT THE NORTH 127.00 FEET THEREOF, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +12.66 FEET ABOVE CHICAGO CITY DATUM;

THE EAST 20 FEET OF LOT 6 AND THE WEST 1/2 OF LOT 7 (AS SUCH WEST 1/2 IS MEASURED ALONG THE SOUTH LINE OF LOT 7), LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +29.00 FEET ABOVE CHICAGO CITY DATUM;

ALL IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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LOAN POLICY (1992) SCHEDULE A (CONTINUED)

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11B. LOT 27 IN LOOP TRANSPORTATION CENTER SUBDIVISION OF PART OF BLOCK 18 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of

77 West Wacker Drive Chicago

- MAN: 17-09-421-006-0000
17-09-421-007-0000
17-09-421-008-0000
17-09-421-012-0000
17-09-421-013-0000
17-09-421-014-0000
17-09-421-015-0000
17-09-421-016-0000
17-09-421-018-0000
17-09-422-009-0000
17-09-422-011-0000

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