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FIRST AMENDMENT TO LEASE

This First Amendment to Lease is dated this 1st day of February, 1999, by and between **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, not individually, but solely as trustee under a trust agreement dated November 4, 1997 and known as Trust No. 123538-01 ("Lessor"), and **THE BROADWAY, L.L.C.**, an Illinois limited liability company ("Tenant").

WITNESSETH:

WHEREAS, by a certain Ground Lease dated as of July 1, 1997 (the "Lease"), Lessor, as successor in interest to Jefferson State Bank, not individually but solely as trustee under a trust agreement dated December 14, 1984 and known as Trust No. 25-6834, demised and leased unto Tenant the land (as defined in the Lease) as more particularly described in the Lease; and

WHEREAS, the parties desire to amend the Lease as provided herein.

NOW THEREFORE, for and in consideration of the Premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Defined Terms.** All capitalized terms used herein shall have the same meanings as ascribed thereto in the Lease, except to the extent otherwise defined herein.

2. **Rejection of Lease by Lessor.** The following paragraph is hereby added as a new Section 14.B.14 to the Lease:

"14. Anything in this Lease to the contrary notwithstanding, in the event of a rejection of this Lease by a trustee for Lessor in bankruptcy, the parties agree that (i) such rejection shall not impair the lien of the Leasehold Mortgagee's Leasehold Mortgage and that the lien of the Leasehold Mortgage shall attach to the Tenant's right of possession, and (ii) Tenant shall not terminate the Lease without the prior written consent of the Leasehold Mortgagee and that any attempted termination without the written consent of the Leasehold Mortgagee shall be ineffective."

3. **Delivery of Documents.** Lessor and Tenant agree to cooperate in good faith in delivering any documentation relating to the Property reasonably requested by either party's mortgage lender; provided, however, that the same shall be provided at no cost or expense to the

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party providing the information and that in no event shall either party be required to deliver or disclose any confidential or proprietary information.

4. **Trustee Exculpation.** This Amendment is executed by Lessor not personally but solely as trustee under the trust agreement hereinabove designated. All of the covenants and conditions to be performed hereunder by such trustee are to be performed by it solely as trustee as aforesaid and not individually and no personal responsibility or liability shall be asserted or be enforceable against any such trustee by reason of any of the covenants, statements, representations or warranties contained in this instrument. Tenant acknowledges that said trustee may elect to affix this Amendment to a form of trustee exculpation used by such trustee in connection with the execution of documents.

5. **Limitation on Liability.** The provisions of Section 24 of the Lease are incorporated herein by this reference and made a party hereof.

6. **Ratification and Confirmation.** Except as herein modified, the Lease remains in full force and effect and the parties hereto ratify and confirm same.

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IN WITNESS WHEREOF, the parties have executed and delivered this document the day and year first above written.

LESSOR:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually, but solely as trustee as aforesaid

By: _____
Name: EILEEN E. NEARY
Title: TRUST OFFICER

TENANT:

THE BROADWAY, L.L.C., an Illinois limited liability company

By: _____
Name: _____
Title: Member of Board of Managers

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties have executed and delivered this document the day and year first above written.

LESSOR:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually, but solely as trustee as aforesaid

By: _____
Name: _____
Title: _____

TENANT:

THE BROADWAY, L.L.C., an Illinois limited liability company

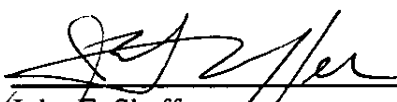
By:  _____
Name: John E. Shaffer
Title: Member of Board of Managers

EXHIBIT A

Legal Description of Land

PARCEL 1:

THE NORTH 77 FEET OF THE EAST 15 FEET OF LOT 23 AND THE NORTH 77 FEET OF LOTS 24 AND 25 IN THE SUBDIVISION OF LOTS 4, 5 AND THE SOUTH 1/2 OF LOT 3 IN BICKERDIKE AND STEELE'S SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EAST 15 FEET OF LOT 23 (EXCEPT THE NORTH 77 FEET THEREOF) ALSO THE SOUTH 55 1/2 FEET OF LOTS 24 AND 25, ALSO THAT PART OF THE VACATED ALLEY WHICH LIES SOUTH OF THE EAST 15 FEET OF SAID LOT 23, AS SAID ALLEY IS SHOWN AND ALL THE ABOVE PREMISES LYING AND BEING IN SUBDIVISION OF LOTS 4 AND 5 AND THE SOUTH HALF OF LOT 3 IN BICKERDIKE AND STEELE'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 1 TO 6, BOTH INCLUSIVE, IN DYERS SUBDIVISION OF THAT PORTION OF LOTS 6, 7 AND 8 WHICH LIES WESTERLY OF LAKE SHORE PLANK ROAD IN STEELS AND BICKERDIKE SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 2828 North Broadway, Chicago, Illinois

PIN: 14-28-120-015
14-28-120-014
14-28-120-024
14-28-120-025
14-28-120-026
14-28-120-027
14-28-120-028

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