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Cook County Recorder

43.00

This Instrument Prepared by:



0011080262

William J. Takahashi
Winston & Strawn
35 West Wacker Drive
Chicago, Illinois, 60601

After Recording Return to:

James L. Beard, Esq.
Piper Marbury Budnick & Wolfe
203 N. LaSalle Street, Suite 1800
Chicago, Illinois 60601-1293

ASSIGNMENT AND ASSUMPTION OF MASTER LEASES

THIS ASSIGNMENT AND ASSUMPTION OF MASTER LEASES (this "Assignment") is made as of this 8th day of November, 2001, by and between CHICAGO UNION STATION COMPANY, an Illinois corporation (the "Assignor"), and TRIZECHAHN 10/120 FEE LLC, a Delaware limited liability company (the "Assignee").

RECITALS

A. Assignor and Assignee have entered into that certain Purchase and Sale Agreement dated as of October 31, 2001 (the "Purchase Agreement"), pursuant to which Assignor has agreed to transfer and convey to Assignee, simultaneously with the delivery of this Assignment, Assignor's interest in the real property legally described on Exhibit A attached hereto and made a part hereof (the "Property").

B. Assignor has executed certain lease documents which relate to the Property, a list of which documentation is attached hereto as Exhibits B-1 and B-2 (each, a "Master Lease", and collectively, the "Master Leases"). The legal descriptions of the premises demised under the Master Leases are set forth in Exhibit C attached hereto and made a part hereof.

C. Pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee Assignor's interest in, to and under the Master Leases, and Assignee has agreed to assume Assignor's obligations under the Master Leases, upon the terms and conditions hereinafter provided.

NOW THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title, interest in, to and under the Master Leases, including, without limitation, its reversionary interest in the buildings and improvements located on the Property, and its interest in any rent payable to or for the benefit of the lessor under the Master Leases accruing after the date hereof.

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2. Assignee hereby accepts the foregoing assignment and hereby assumes all of the duties, obligations and responsibilities of Assignor, as lessor under the Master Lease accruing from and after the date hereof (collectively, the "Assumed Obligations")

3. Assignor hereby agrees to defend, hold harmless and indemnify Assignee against all obligations and liabilities of Assignor under the Master Lease accruing prior to the date of this Assignment other than the Assumed Obligations. Assignee hereby agrees to defend, hold harmless and indemnify Assignor against all Assumed Obligations. Whenever a party is defending the other party hereunder, such defense shall be conducted by counsel reasonably acceptable to such other party.

4. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest and assigns. The respective agreements herein set forth are for the benefit only of the parties hereto, their successors and assigns, and no provision of this Assignment is intended to benefit, nor shall any such provision be enforceable by, any person or entity other than the parties hereto and their respective successors in interest and assigns.

5. This Assignment may be executed in counterparts, each of which shall for all purposes be deemed an original and all of such counterparts shall together constitute one and the same agreement.

6. In the event any term or provision of this Assignment shall be declared invalid, void or unenforceable it shall not effect the validity of any other term and provision hereof, all which shall remain valid, binding and enforceable.

7. This Assignment shall be governed and interpreted in accordance with the laws of the State of Illinois.

8. This Assignment may not be amended or altered except by a written instrument executed by Assignor and Assignee.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Master Lease as of the day and year first set forth above.

ASSIGNOR:

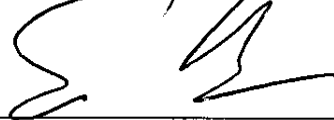
CHICAGO UNION STATION COMPANY

By: Michael F. Dinkler

Title: Assistant Secretary

ASSIGNEE:

TRIZECHAHN 10/120 FEE LLC

By: 

Title: EVAN M. BORIS
Vice President

JOINDER BY MASTER LEASE TENANTS

The undersigned, being the sole lessee under each Master Lease hereby (i) certifies to Assignor and Assignee that, to its knowledge, no default or event with which the passage of time or the giving of notice would become a default exists as of the date hereof with respect to the lessor's obligations under either Master Lease, (ii) agrees to look solely to Assignee for the performance of the lessor's obligations accruing under each Master Lease from and after the date hereof and (iii) reserves all claims against Assignor for the performance of the lessor's obligations accruing under each Master Lease prior to the date hereof.

TRIZECHAHN REGIONAL POOLING LLC,
a Delaware limited liability company

By: 

Title: EVAN M. BORIS
Vice President

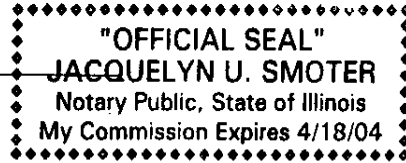
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State of Illinois }
County of Cook }

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, certify that Michael F. Dickter, the Assistant Secretary of CHICAGO UNION STATION COMPANY, an Illinois corporation, 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 (s)he signed, sealed and delivered the instrument as his/her free and voluntary act for the purposes and uses set forth therein.

Given under my hand and notarial seal, this 8th day of November, 2001.

Jacquelyn U. Smoter
Notary Public



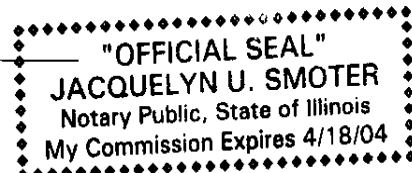
My commission expires on _____, _____.

State of Illinois }
County of Cook }

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, certify that Evan M. Boris, the Vice President of TRIZECHAHN 10/120 FEE LLC, a Delaware limited liability company, 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 (s)he signed, sealed and delivered the instrument as his/her free and voluntary act for the purposes and uses set forth therein.

Given under my hand and notarial seal, this 8th day of November, 2001.

Jacquelyn U. Smoter
Notary Public



My commission expires on _____, _____.

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Two certain parcels of land, in Cook County, Illinois, bounded and described as follows:

THE 10 PARCEL:

That part of Lot 2 in Railroad Companies' Resubdivision of Blocks 62 to 76 both inclusive, 78, parts of Blocks 61 and 77 and certain vacated streets and alleys in school section addition to Chicago, a subdivision of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat of said Resubdivision recorded in the Recorder's office of Cook County, Illinois, on March 29, 1924, in book 188 of plats at page 16, as document 8339751, falling within a tract of land comprised of parts of Lots 1 and 2 in said Railroad Companies' Resubdivision which is bounded and described as follows:

beginning at the northeast corner of said Lot 1 and running thence southwardly along the easterly line of said lot 1 a distance of 199.495 feet to an angle point in said easterly lot line; thence continuing southwardly along said easterly line a distance of 199.23 feet to its intersection with the north line of the south 33 feet of said Lot 1; thence west along the north line of the south 33 feet of said Lot 1 and of said Lot 2 a distance of 218.865 feet to an intersection with the east line of the west 20 feet of said Lot 2; thence north along said east line of the west 20 feet of said Lot 2 a distance of 398.19 feet to its intersection with the north line of said Lot 2, and thence east along the north line of said Lot 2 and of said Lot 1 a distance of 239 feet to the point of beginning,

(excepting from the parcel of land above described the respective portions thereof lying vertically below the following horizontal planes:

- (a) a horizontal plane 18.5 feet above Chicago City Datum, the perimeter of which is described as follows: beginning at the northwest corner of said parcel and running thence easterly along the north line of said parcel to the intersection of said north line and a line (the "Limiting Plane Line") 168 feet east of and parallel to the west line of said parcel; thence southwardly along the Limiting Plane Line to the intersection of said line and the south line of said parcel; thence westerly along the south line of said parcel to the southwest corner thereof; thence northerly along the west line of said parcel to the northwest corner of said parcel, which is the point of beginning of said horizontal plane, and
- (b) a horizontal plane 21.0 feet above Chicago City Datum over that portion of said parcel which is not vertically below the horizontal plane described in clause (a) above).

And excepting therefrom the buildings and improvements located thereon.

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THE 120 PARCEL:

That part of Lot 3 in Railroad Companies' Resubdivision of Blocks 62 to 76, both inclusive, 78, parts of 61 and 77 and certain vacated streets and alleys in School Section Addition to Chicago, a Subdivision of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, according to the Plat of said Resubdivision recorded in the Recorder's Office of Cook County, Illinois on March 29, 1924, in Book 188 of Plats at Page 16, as Document 8339751; falling within a tract of land comprised of part of Lots 3 and 4 in said Railroad Companies' Resubdivision which is bounded and described as follows:

beginning at the Southeast Corner of said Lot 4 and running thence west along the South line of said Lot 4 and of said Lot 3 a distance of 242.50 feet to the point of intersection of said South line of Lot 3 with the East line of the West 20 feet of said Lot 3;

thence north along said East line of the West 20 feet of Lot 3 a distance of 397.635 feet to an intersection with the South line of the North 33.0 feet of said Lot 3;

thence east along the South line of the North 33 feet of said Lots 3 and 4 a distance of 216.50 feet to an intersection with the Easterly line of said Lot 4; and

thence southwardly along the Easterly line of said Lot 4 a distance of 398.60 feet to the point of beginning,

excepting, however, from the parcel of land above-described the respective portions thereof lying vertically below the following horizontal planes:

- (a) a horizontal plane 20.5 feet above Chicago City Datum, the perimeter of which is described as follows: beginning at the northwest corner of said parcel and running thence easterly along the north line of said parcel a distance of 168 feet; thence southwardly to a point on the south line of said parcel 168 feet from the southwest corner thereof; thence westerly a distance of 168 feet along said south line of said parcel to the southwest corner thereof; thence northerly along the west line of said parcel to the point of beginning of said horizontal plane, a distance of 397.64 feet, more or less; also
- (b) a horizontal plane 22.5 feet above Chicago City Datum over the remainder of said parcel which is not vertically below the horizontal plane described in clause (a) above.

And excepting therefrom the buildings and improvements located thereon.

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EXHIBIT B-1

10 MASTER LEASE

1. Master Lease dated April 19, 1989 by and among Chicago Union Station Company ("CUSCO"), as Lessor, and LaSalle National Bank as Trustee under Trust Agreement dated December 1, 1983 and known as Trust No. 107361, as Lessee, as recorded with the Cook County Recorder as Document No. 89173338.
2. Side Letter dated April 19, 1989.
3. Clarification Letter dated April 19, 1989.
4. Lessor's Estoppel Certificate dated May 16, 2001.

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EXHIBIT B-2

120 MASTER LEASE

1. Master Lease dated April 19, 1989 by and among Chicago Union Station Company ("CUSCO"), as Lessor, and LaSalle National Bank as Trustee under Trust Agreement dated December 1, 1983 and known as Trust No. 107362, as Lessee, as recorded with the Cook County Recorder as Document No. 89173339.
2. Side Letter dated April 19, 1989.
3. Clarification Letter dated April 19, 1989.
4. Lessor's Estoppel Certificate dated May 16, 2001.

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EXHIBIT C

10 MASTER LEASE DEMISED PREMISES

Two certain parcels of land, in Cook County, Illinois, bounded and described as follows:

PARCEL 1

That part of Lot 2 in Railroad Companies' Resubdivision of Blocks 62 to 76 both inclusive, 78, parts of Blocks 61 and 77 and certain vacated streets and alleys in school section addition to Chicago, a subdivision of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat of said Resubdivision recorded in the Recorder's office of Cook County, Illinois, on March 29, 1924, in book 188 of plats at page 16, as document 8339751, falling within a tract of land comprised of parts of Lots 1 and 2 in said Railroad Companies' Resubdivision which is bounded and described as follows:

beginning at the northeast corner of said Lot 1 and running thence southwardly along the easterly line of said lot 1 a distance of 199.495 feet to an angle point in said easterly lot line; thence continuing southwardly along said easterly line a distance of 199.23 feet to its intersection with the north line of the south 33 feet of said Lot 1; thence west along the north line of the south 33 feet of said Lot 1 and of said Lot 2 a distance of 218.865 feet to an intersection with the east line of the west 20 feet of said Lot 2; thence north along said east line of the west 20 feet of said Lot 2 a distance of 398.19 feet to its intersection with the north line of said Lot 2, and thence east along the north line of said Lot 2 and of said Lot 1 a distance of 239 feet to the point of beginning,

(excepting from the parcel of land above described the respective portions thereof lying vertically below the following horizontal planes:

- (a) a horizontal plane 18.5 feet above Chicago City Datum, the perimeter of which is described as follows: beginning at the northwest corner of said parcel and running thence easterly along the north line of said parcel to the intersection of said north line and a line (the "Limiting Plane Line") 168 feet east of and parallel to the west line of said parcel; thence southwardly along the Limiting Plane Line to the intersection of said line and the south line of said parcel; thence westerly along the south line of said parcel to the southwest corner thereof; thence northerly along the west line of said parcel to the northwest corner of said parcel, which is the point of beginning of said horizontal plane, and
- (b) a horizontal plane 21.0 feet above Chicago City Datum over that portion of said parcel which is not vertically below the horizontal plane described in clause (a) above).

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PARCEL 2

All land and spaces below the horizontal planes described in Parcel 1 above which are occupied by the columns, caissons, foundations, gussets and all other supporting structures for the building and improvements constructed in Parcel 1, and by all other improvements, plenums, mechanical and electrical equipment, pipes, wires, conduits, utilities and other structures located below said horizontal planes in connection with said building and improvements, including, but not limited to the space occupied by the improvements and structures shown on the plat of survey prepared and certified by Chicago Guarantee Survey Company, dated July 8, 1966 (consisting of three sheets identified as Order Nos. 6311001K and 6311001S and 6311001N respectively), which was recorded as part of Document 19881999.

PARCEL 3

An easement appurtenant to Parcels 1 and 2 in, over and across the west 20 feet of said Lot 2 in said Railroad Companies' Resubdivision to construct, use, maintain, repair, replace or renew from time to time such columns, gussets, trusses, horizontal structural members, caissons, foundations and other supports as may be reasonably necessary or appropriate to maintain and support the plaza and other improvements contemplated by the Lease, including, without limitation, the columns (designated 'TD') and the caissons, foundations and related structures shown on the plat of survey prepared and certified by Chicago Guarantee Survey Company, dated July 8, 1966 (consisting of three sheets identified as Order Nos. 6311001K and 6311001S and 6311001N respectively), which was recorded as part of Document 19881999.

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120 MASTER LEASE DEMISED PREMISES

Two certain parcels of land in the County of Cook, State of Illinois, bounded and described as follows:

PARCEL 1:

That part of Lot 3 in Railroad Companies' Resubdivision of Blocks 62 to 76, both inclusive, 78, parts of 61 and 77 and certain vacated streets and alleys in School Section Addition to Chicago, a Subdivision of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, according to the Plat of said Resubdivision recorded in the Recorder's Office of Cook County, Illinois on March 29, 1924, in Book 188 of Plats at Page 16, as Document 8339751; falling within a tract of land comprised of parts of Lots 3 and 4 in said Railroad Companies' Resubdivision which is bounded and described as follows:

beginning at the Southeast Corner of said Lot 4 and running thence west along the South line of said Lot 4 and of said Lot 3 a distance of 242.50 feet to the point of intersection of said South line of Lot 3 with the East line of the West 20 feet of said Lot 3; thence north along said East line of the West 20 feet of Lot 3 a distance of 397.635 feet to an intersection with the South line of the North 33.0 feet of said Lot 3; thence east along the South line of the North 33 feet of said Lots 3 and 4 a distance of 216.50 feet to an intersection with the Easterly line of said Lot 4; and thence southwardly along the Easterly line of said Lot 4 a distance of 198.60 feet to the point of beginning,

excepting, however, from the parcel of land above-described the respective portions thereof lying vertically below the following horizontal planes:

- (a) a horizontal plane 20.5 feet above Chicago City Datum, the perimeter of which is described as follows: beginning at the northwest corner of said parcel and running thence easterly along the north line of said parcel a distance of 168 feet; thence southwardly to a point on the south line of said parcel 168 feet from the southwest corner thereof; thence westerly a distance of 168 feet along said south line of said parcel to the southwest corner thereof; thence northerly along the west line of said parcel to the point of beginning of said horizontal plane, a distance of 397.64 feet, more or less; also
- (b) a horizontal plane 22.5 feet above Chicago City Datum over the remainder of said parcel which is not vertically below the horizontal plane described in clause (a) above.

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PARCEL 2

All land and spaces below the horizontal planes described in Parcel 1 above which are occupied by the columns, caissons, foundations, gussets and all other supporting structures for the building and improvements constructed in Parcel 1, and by all other improvements, plenums, mechanical and electrical equipment, pipes, wires, conduits, utilities and other structures located below said horizontal planes in connection with said building and improvements, including, but not limited to the space occupied by the improvements and structures shown on the plat of survey prepared and certified by Chicago Guarantee Survey Company, dated January 3, 1968 (consisting of five sheets identified as Order Nos. 6501003 AA Sheets 1-5), which was recorded as part of Document 20370303.

PARCEL 3

An easement appurtenant to Parcel 1 in, over and across the west 20 feet of Lot 3 in said Railroad Companies' Resubdivision to construct, use, maintain, repair, replace or renew from time to time such columns, gussets, trusses, horizontal structural members, caissons, foundations and other supports as may be reasonably necessary or appropriate to maintain and support the plaza and other improvements contemplated by the Lease, including, without limitation, the columns (designated 'DD') and the caissons, foundations and related structures shown on the plat of survey prepared and certified by Chicago Guarantee Survey Company, dated January 3, 1968 (consisting of five sheets identified as Order Nos. 6501003 AA Sheets 1-5), which was recorded as part of Document 20370303.

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