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Doc#: 0331431118
Eugene "Gene" Moore Fee: \$42.00
Cook County Recorder of Deeds
Date: 11/10/2003 02:53 PM Pg: 1 of 10

Kristen A. Hueter, Vice President
National Commercial Services Underwriter
First American Title Insurance Company
1 First American Way
Santa Ana, CA 92707

FIRST AMERICAN TITLE

ORDER # 023290
Kalar DEC

ASSIGNMENT AND ASSUMPTION OF HOTEL SERVICE AREA LEASE

This Assignment and Assumption Agreement (this "Assignment") is entered into this 23rd day of October, 2003 (the "Effective Date") between CTF Chicago Hotel Limited Partnership (f/k/a SHC Chicago Hotel Limited Partnership), an Ohio limited partnership having its principal place of business at c/o CTF Hotels & Resorts, 1615 M. Street, N.W., Suite 700, Washington, D.C. 20036 (hereinafter "Assignor") and CTF Chicago Hotel LLC, a Delaware limited liability company having its principal place of business at c/o CTF Hotels & Resorts, 1615 M. Street, N.W., Suite 700, Washington, D.C. 20036 (hereinafter "Assignee"),

Assignor, for good and valuable consideration paid by the receipt and sufficiency of which is hereby acknowledged by Assignor and Assignee, does hereby assign, transfer, and convey to Assignee, effective as of the Effective Date all right, title and interest of Assignor in and to that certain Lease dated as of December 15, 1997, between Cole Taylor Bank, as successor Trustee to Harris Trust and Savings Bank, as Trustee under Trust Agreement dated September 24, 1986 and known as Trust No. 43770, as Landlord, and Assignor, as Tenant (the "Lease") for the rental, use and occupancy of certain real property located in the City of Chicago, Cook County, Illinois, more particularly described in Exhibit A attached thereto.

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The parties to this Assignment agree that they will prorate on a per diem basis all rent and other amounts payable under the Lease as of the Effective Date. Assignor shall indemnify, defend and hold harmless Assignee from any liability under the Lease arising prior to the Effective Date; Assignee shall indemnify, defend and hold harmless Assignor and its general partner from any liability under the Lease arising on or after the Effective Date.

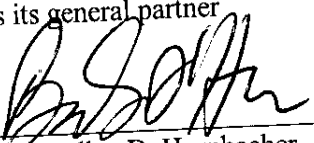
This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. This Assignment may be executed in counterparts, all of which together shall constitute one complete Assignment. This Assignment shall not modify or waive any terms or conditions contained in the Lease or any other document related thereto except as set forth herein.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, from and after the Effective Date, and Assignee, from and after the Effective Date, assumes the rights, and agrees to perform the obligations, of Assignor under the Lease and to keep and perform all covenants, conditions and provisions of the Lease which are applicable to the rights acquired.

Assignor:

CTF Chicago Hotel Limited Partnership,
an Ohio limited partnership

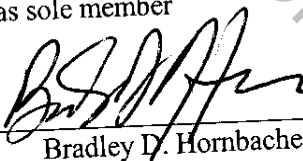
By: CTF Hotel Holdings, Inc.,
as its general partner

By: 
Bradley D. Hornbacher
Vice President

Assignee:

CTF Chicago Hotel LLC,
a Delaware limited liability company

By: CTF Hotels LLC,
as sole member

By: 
Bradley D. Hornbacher
Vice President

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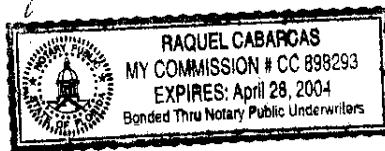
STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

I, Raquel Cabarcas, a notary public in and for said county, in the state aforesaid, do hereby certify that Bradley D. Hornbacher personally known to me to be the Vice President of CTF Hotels LLC, the sole member of CTF Chicago Hotel LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23rd day of October, 2003.

Raquel Cabarcas
Notary Public

My Commission Expires:



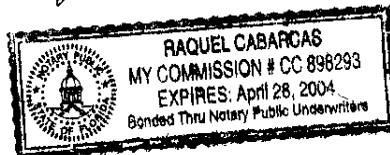
STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

I, Raquel Cabarcas, a notary public in and for said county, in the state aforesaid, do hereby certify that Bradley D. Hornbacher, personally known to me to be the Vice President of CTF Hotel Holdings, Inc., the general partner of CTF Chicago Hotel Limited Partnership, an Ohio limited partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited partnership, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23rd day of October, 2003.

Raquel Cabarcas
Notary Public

My Commission Expires:



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EXHIBIT A

Lots 1, 3, and 4 of the Leo Burnett Resubdivision of a tract of land in the East half of the Southeast quarter of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, According to the Plat thereof recorded March 15, 1990 as document number 90117214 in Cook County, Illinois

Index Numbers:

17-09-426-030-0000
17-09-426-032-0000
17-09-426-033-0000

Property Address:

35. W. Wacker Drive, Chicago, Illinois

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CONSENT TO ASSIGNMENT AND ASSUMPTION OF HOTEL SERVICE AREA LEASE

THIS CONSENT TO ASSIGNMENT AND ASSUMPTION OF HOTEL SERVICE AREA LEASE (this "Consent") is entered into as of the 23rd day of October, 2003, by and among 35 W. WACKER VENTURE L.P., a Delaware limited partnership ("Landlord"), CTF CHICAGO HOTEL LIMITED PARTNERSHIP, an Ohio limited partnership ("Assignor"), and CTF CHICAGO HOTEL LLC, a Delaware limited liability company ("Assignee").

RECITALS:

A. By instrument dated as of June 30, 1988 (the "Original Hotel Lease"), Harris Trust and Savings Bank, not personally but as Trustee under Trust Agreement dated September 24, 1986 and known as Trust No. 43770, entered into a lease with SHC Chicago Hotel Limited Partnership as lessee (collectively "Original Hotel Tenant"), whereby there was leased to Original Hotel Tenant for construction and operation of a commercial hotel facility certain land, and certain premises in an adjacent office building, which hotel is currently known as the "Renaissance Chicago Hotel" located at the southwest corner of West Wacker Drive and North State Street in Chicago, Illinois.

B. Cole Taylor Bank succeeded to the interests of Harris Trust and Savings Bank as Trustee U/T/A 9/26/1986 Trust No. 43770, as lessor in and to the Original Hotel Lease, and CTF Chicago Hotel Limited Partnership, an Ohio limited partnership, succeeded to the interests of Original Hotel Tenant as tenant in and to the Original Hotel Lease.

C. On or about July 10, 1995, the Original Hotel Tenant changed its name to "CTF Chicago Hotel Limited Partnership".

D. By instrument dated as of December 15, 1997, Cole Taylor Bank as Successor Trustee to Harris Trust and Savings Bank, not personally but as Trustee under Trust Agreement dated September 24, 1986 and known as Trust No. 43770, as successor lessor and the Original Hotel Tenant, amended the Original Hotel Lease to delete from the Premises demised thereby the Hotel Service Area described therein constituting a portion of the second and third floors of the building located at 35 West Wacker Drive in Chicago, Illinois (the Original Hotel Lease, as so amended, is hereinafter referred to as the "Renaissance Hotel Ground Lease").

E. By instrument dated as of December 15, 1997 (the "Hotel Service Area Lease"), Cole Taylor Bank as Successor Trustee to Harris Trust and Savings Bank, not personally but as Trustee under Trust Agreement dated September 24, 1986 and known as Trust No. 43770, entered into a lease with the Original Hotel Tenant whereby there was separately leased to Original Hotel Tenant the Hotel Service Area on the terms set forth and as further defined and described in the Hotel Service Area Lease.

F. Effective as of December 18, 1997, all of the interests of Cole Taylor Bank U/T/A 9/24/1986 Trust No. 43770 in the Hotel Service Area Lease were transferred to 35 West Wacker Venture L.L.C.

G. Effective as of April 26, 2000, 35 West Wacker Venture L.L.C. converted to 35 W. Wacker Venture, L.P., a Delaware limited partnership, and succeeded to the interests of lessor in and to the Original Hotel Lease.

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H. Original Hotel Tenant, as Assignor, desires to assign to CTF Chicago Hotel LLC, as Assignee, the Hotel Service Area Lease, pursuant to the terms and conditions set forth in that certain Assignment and Assumption of Hotel Service Area Lease attached hereto (the "Assignment").

I. Contemporaneously with the execution and delivery of the attached Assignment and Assumption of Hotel Service Area Lease by and between Assignor and Assignee, Assignor shall further assign to Assignee and Assignee shall assume the terms and conditions set forth in the Renaissance Hotel Ground Lease.

J. Assignor and Assignee are affiliates of CTF Hotel Holdings, Inc., and all of the respective partnership and membership interests in Assignor and Assignee are directly or indirectly owned by CTF Hotel Holdings, Inc.

K. The terms of Section 12.2 of the Hotel Service Area Lease require the consent of Landlord to any assignment of the Hotel Service Area Lease (not to be withheld in the case of a Related Party), and Landlord has agreed to grant such consent pursuant to the terms of this Consent to Assignment and Assumption of Hotel Service Area Lease.

NOW, THEREFORE, Landlord hereby consents to the foregoing Assignment and Assumption of Hotel Service Area Lease by and between Assignor and Assignee dated as of October __, 2003 (the "Assignment"), subject to the following terms and conditions:

1. Assignor and Assignee hereby represent and warrant to Landlord the truth and accuracy of all of the Recitals set forth herein, all of which are hereby incorporated herein.
2. Landlord acknowledges and agrees that Assignee is a Related Party within the meaning of Section 12.2(B)(a) of the Hotel Service Area Lease.
3. From and after the Effective Date as set forth in the Assignment, Assignor shall have no further liability accruing under the Hotel Service Area Lease from and after such date, and Landlord agrees to look solely to Assignee with respect to any such liability arising under the Hotel Service Area Lease from and after the Effective Date.
4. Assignee shall not, without the prior written consent of Landlord in each instance in compliance with the terms and provisions of Section 12.2 of the Hotel Service Area Lease, further assign the Hotel Service Area Lease or sublet all or any portion of the Premises demised thereby.
5. Notwithstanding anything to the contrary contained in the Assignment, nothing contained in the Assignment or in this Consent shall be deemed to enlarge or increase Landlord's obligations or liability under the Hotel Service Area Lease or otherwise modify or waive any of the terms or conditions contained therein.
6. Assignor and Assignee hereby represent to Landlord that the foregoing Assignment (a) is a true, correct and complete original of such document, and (b) contains the entire agreement and understanding between Assignor and Assignee with respect to the subject matter contained therein.
7. Assignor and Assignee hereby agree to indemnify and hold harmless Landlord, its partners, officers, directors, employees and agents, from and against any and all liabilities

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and claims for brokerage commissions and fees arising out of or in connection with the Assignment.

8. This Consent shall not be changed orally but only by an agreement in writing signed by all parties hereto.
9. Assignee agrees to reimburse Landlord, upon receipt of Landlord's invoice, for all reasonable out-of-pocket expenses incurred in connection with Landlord's consent to the Assignment, including, without limitation, administrative expenses and reasonable attorney's fees incurred by Landlord.
10. This Consent may be executed in multiple counterparts, all of which when taken together shall constitute one and the same instrument.


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IN WITNESS WHEREOF, the parties hereto have caused this Consent to Assignment and Assumption of Hotel Service Area Lease to be duly executed as of the day and year first above written.

ASSIGNOR:

CTF CHICAGO HOTEL LIMITED PARTNERSHIP, an Ohio limited partnership

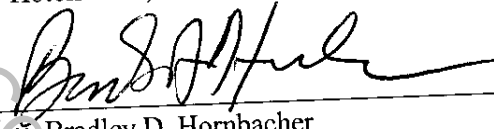
By: CTF Hotel Holdings, Inc., as its general partner

By: 
Name: Bradley D. Hornbacher
Its: Vice President

ASSIGNEE:

CTF CHICAGO HOTEL LLC, a Delaware limited liability company

By: CTF Hotels LLC, as its sole member

By: 
Name: Bradley D. Hornbacher
Its: Vice President

LANDLORD:

35 W. WACKER VENTURE, L.P., a Delaware limited partnership

By: VV City-Buck Venture, L.P., a Delaware limited partnership, its General Partner

By: VV USA City, L.P., a Delaware limited partnership, its General Partner

By: VV USA, LLC, a Delaware limited liability company, its General Partner

By: Lend Lease Real Estate Investments, Inc., its Agent

By: _____
Its: _____

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IN WITNESS WHEREOF, the parties hereto have caused this Consent to Assignment and Assumption of Hotel Service Area Lease to be duly executed as of the day and year first above written.

ASSIGNOR:

CTF CHICAGO HOTEL LIMITED PARTNERSHIP, an Ohio limited partnership

By: CTF Hotel Holdings, Inc., as its general partner

By: _____
Name: Daniel Heining
Its: President

ASSIGNEE:

CTF CHICAGO HOTEL LLC, a Delaware limited liability company

By: CTF Hotels LLC, as its sole member

By: _____
Name: Patrick M. Gaffney
Its: Vice President

LANDLORD:

35 W. WACKER VENTURE, L.P., a Delaware limited partnership

By: VV City-Buck Venture, L.P., a Delaware limited partnership, its General Partner

By: VV USA City, L.P., a Delaware limited partnership, its General Partner

By: VV USA, LLC, a Delaware limited liability company, its General Partner

By: Lend Lease Real Estate Investments, Inc., its Agent

By: _____
Its: ~~Jeffrey Perlich~~
Jeffrey Perlich

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, LINDA SOUKUP, a notary public in and for said county, in the state aforesaid, do hereby certify that JEFFREY FERLICH, personally known to me to be the INVESTMENT OFFICER of Lend Lease Real Estate Investments, Inc., as authorized agent for VV USA, LLC, the general partner of VV USA City, L.P., the general partner of 35 W. Wacker Venture L.P., a Delaware limited partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, as authorized agent, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22 day of October, 2003.

Notary Public

My Commission Expires: 4-23-06

