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Cook County Recorder of Deeds
Date: 10/31/2005 02:37 PM Pg: 1 of 6

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Vedder Price Kaufman & Kammholz, P.C.
222 N. LaSalle Street, Suite 2500
Chicago, IL 60601-1003

LEASE TERMINATION AND RELEASE AGREEMENT

Dated: October 21, 2005

by and between

Chicago Title Land Trust Company, not individually but solely as Successor Trustee u/t/a dated
February 1, 1984 and known as Trust No. 60347 ("Landlord")

and

The City of Chicago, an Illinois municipal corporation ("Sub-Tenant")

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LEASE TERMINATION AND RELEASE AGREEMENT

THIS LEASE TERMINATION AND RELEASE AGREEMENT is made as of October 21, 2005 by and between Chicago Title Land Trust Company, not individually but solely as Successor Trustee u/t/a dated February 1, 1984 and known as Trust No. 60347 ("Landlord"), and the City of Chicago, an Illinois municipal corporation ("Sub-Tenant").

WITNESSETH:

WHEREAS, Landlord's predecessor trustee, Schering Corporation, a New Jersey corporation ("Schering"), and Schering-Plough Corporation, a New Jersey corporation, as guarantor ("Guarantor") entered into that certain Office Building Lease dated March 19, 1984 (the "Lease") for the improved real property commonly known as 400-440 West Superior Street and 366-370 West Superior Street, Chicago, Illinois 60610 (the "Leased Premises"); and

WHEREAS, Schering assigned the Lease through an Assignment and Assumption Office Building Lease ("Assigned Agreement") dated effective January 1, 1997 by and between Schering, SP Healthcare Products Corporation, a Delaware corporation ("Sublessor") and Guarantor. The Landlord leased the Leased Premises to Sublessor upon and subject to the terms and conditions set forth in the Lease; and

WHEREAS, pursuant to an agreement dated June 2, 1997 by and among the Landlord, Schering, Sublessor, Guarantor and Sub-Tenant, the Landlord agreed to the subleasing of the Leased Premises to the Sub-Tenant.

WHEREAS, the Sub-Tenant subleased the Leased Premises from the Sublessor pursuant to a Sublease Agreement ("Sublease") dated June 15, 1997, and

WHEREAS, on June 30, 2005, the Landlord and Sub-Tenant reached an understanding regarding the Sub-Tenant's direct purchase of the Leased Premises from the Landlord, as allowed by Section 17(B) of the Sublease; and

WHEREAS, the Lease expired by its terms on or about August 31, 2005; and

WHEREAS, on or about August 31, 2005, the Landlord and Sub-Tenant entered into an Amendment to Sublease to extend the term of the Sublease through October 31, 2005; and

WHEREAS, the Landlord, Superior and Sedgwick Associates, as Owner of the Leased Premises ("Owner"), and Sub-Tenant entered into a Real Estate Sales Agreement on October 21, 2005 for the sale of the Leased Premises to the Sub-Tenant on or before October 31, 2005; and

WHEREAS, the Deed and Money Escrow Closing ("Closing") on the sale of the Leased Premises is scheduled for October 24, 2005 with the disbursement of funds ("Disbursement of Funds") to issue on October 31, 2005.

NOW THEREFORE, in consideration of the covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

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1. Lease Termination and Release. Landlord and Sub-Tenant hereby agree that the Sublease and the terms, conditions and provisions of the Lease incorporated therein terminate effective October 31, 2005 at the time of the Disbursement of Funds, or at 5:00 p.m., whichever is earlier. The Landlord, Sub-Tenant and Owner shall be fully released from the terms and provisions of the Sublease and its predecessor leases by and among the Landlord, Schering, Sublessor, Guarantor, except the indemnity provisions of paragraph 23 of the Sublease (which shall run to the benefit of Landlord) which shall not be released, but shall continue as to any acts or omissions, if any, falling within the scope of the Sublease indemnification provisions that occurred or gave rise to liability during the Sub-Tenant's tenancy prior to the final closing on the date of Disbursement Funds.

2. Binding Nature. The terms, covenants and conditions of this Lease Termination and Release Agreement shall inure to the benefit of and be binding upon Landlord and Sub-Tenant and their respective successors and assigns.

3. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have executed this Lease Termination and Release Agreement on the day and year first above written.

LANDLORD:

Chicago Title Land Trust Company, not individually, but solely as Successor Trustee u/t/a dated February 1, 1984 and known as Trust No. 60347

By: *[Signature]*
Print Name: MARJET DENISEWICZ
Its: Trust Officer

SUB-TENANT:

City of Chicago,
By and through its Department of General Services

By: *[Signature]*
Print Name: MICHI E. PEÑA
Its: Commissioner

*Approved as to Form and Legality
Karen D. Buckley
Senior Supervisor Counsel*

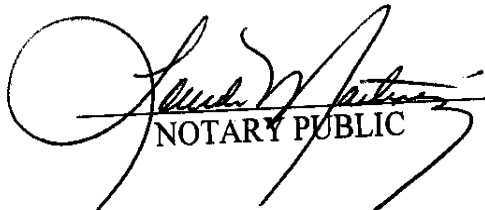
It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless as to each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but as made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the undersigned land trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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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 Harriet Denisevicz, Trust Officer of Chicago Title Land Trust
Company successor trustee to LaSalle Bank National Association, successor trustee to
American National Bank and Trust Company of Chicago, personally known to me to be
the same person whose name is subscribed to the foregoing instrument as such Trust
Officer appeared before me this day in person and acknowledged that she signed and
delivered said instrument as her own free and voluntary act, and as the free and voluntary
act of said corporation for the uses and purposes therein set forth; and said officer did
also then and there acknowledged that she as custodian of the corporate seal of
corporation did affix said corporate seal of said corporation to said instrument as her own
free and voluntary act, as the free and voluntary act of said corporation for the uses and
purposes therein set forth.

Given under my name and notarial seal this 21st day of October, 2005.


NOTARY PUBLIC



Cook County Clerk's Office

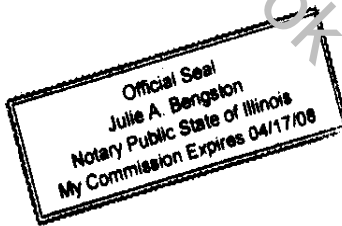
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I Julie A Bengston, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michi PETA, personally known to me to be the COMMISSIONER of the City of Chicago, 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 as such COMMISSIONER she signed and delivered the said instrument pursuant to authority given by the City of Chicago as her free and voluntary act, and as the free and voluntary act and deed of the City of Chicago, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 21 day of October, 2005.

Julie A Bengston
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

LOTS 10 THROUGH 23, INCLUSIVE, (EXCEPT THE NORTH 45.65 FEET OF THE EAST 100.20 FEET OF LOTS 19 THROUGH 23, INCLUSIVE, TAKEN AS A TRACT), IN BLOCK 2 IN HIGGINS, LAW AND COMPANY'S ADDITION TO CHICAGO, IN THE NORTHWEST QUARTER OF SECTION, 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY INDEX NUMBERS: 17-09-116-005-0000
17-09-116-008-0000

COMMON ADDRESS: 400 - 440 WEST SUPERIOR, CHICAGO, ILLINOIS

LOTS 5 AND 6 IN BLOCK 1 IN HIGGINS, LAW AND COMPANY'S ADDITION TO CHICAGO, IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY INDEX NUMBERS: 17-09-117-004-0000
17-09-117-005-0000

COMMON ADDRESS: 366 - 370 WEST SUPERIOR, CHICAGO, ILLINOIS

Cook County Clerk's Office