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Cook County Recorder of Deeds
Date: 05/16/2006 03:25 PM Pg: 1 of 9

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DEC
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ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE ("Assignment"), is made as of the 11th day of May, 2006 by and between CUSCO NO. 1 LLC, an Illinois limited liability company ("Assignor"), and BREF RIVERSIDE REO LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, by Purchase and Sale Agreement dated as of March 9, 2006, by and between Assignor and Assignee (as successor-in-interest to the original named purchaser) (as amended and assigned from time to time, the "Sale Agreement"), Assignor agreed to sell to Assignee certain real property ("Property") legally described on Exhibit A attached hereto, all as more particularly described in the Sale Agreement; and

WHEREAS, the Sale Agreement provides, inter alia, that Assignor shall assign to Assignee a certain lease and Assignee shall assume all of the obligations of Assignor under such lease from and after the date of such assignment, and that Assignor and Assignee shall enter into this Assignment.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Assignment and Assumption. Assignor hereby grants, conveys, transfers and assigns to Assignee all of Assignor's right, title and interest as landlord in and to that certain air rights Lease (hereinafter referred to as the "Lease") described in Exhibit B attached hereto and by this reference made a part hereof, together with all of the rents, income, receipts, revenues, issues, profits and all other benefits arising or issuing from or out of the Lease from and after the date hereof. Assignee hereby accepts the foregoing assignment and assumes all of Assignor's obligations and liabilities accruing or arising under the Lease from and after the date hereof.

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2. Indemnification. Assignor hereby agrees to indemnify and defend Assignee and hold Assignee harmless from any claims, loss, damage, liability, cost, or expense (including without limitation, reasonable attorney's fees and costs) arising or accruing during the period prior to the date hereof in connection with the performance or observance, or the failure or refusal to perform or observe, any agreement or obligation of the landlord under the Lease pursuant to any term or provision thereof required to be performed by the landlord thereunder prior to the date hereof. Assignee hereby agrees to indemnify and defend Assignor and hold Assignor harmless from any claims, loss, damage, liability, cost, or expense (including without limitation, reasonable attorney's fees and costs) arising or accruing during the period from and after the date hereof in connection with the performance or observance, or the failure or refusal to perform or observe, any agreement or obligation of the landlord under the Lease pursuant to any term or provision thereof required to be performed by the landlord thereunder from and after the date hereof.

3. Miscellaneous. This Assignment and the obligations of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, successors and assigns, shall be governed by and construed in accordance with the laws of the State of Illinois applicable to agreements made and to be wholly performed within said State and may not be modified or amended in any manner other than by a written agreement signed by the party to be charged therewith.

4. Severability. If any term or provision of this Assignment or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Assignment or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Assignment shall be valid and enforced to the fullest extent permitted by law.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first set forth hereinabove.

ASSIGNOR:

CUSCO NO. 1 LLC, an Illinois limited liability company

By: Riverside Venture Holdings LLC, a Delaware limited liability company, its sole member

By: *Charles R. Beaver*
Printed Name: Charles R. Beaver
Title: Authorized Signatory

ASSIGNEE:

BRI OF RIVERSIDE REO LLC, a Delaware limited liability company

By: _____
Name: _____
Its: _____

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IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first set forth hereinabove.

ASSIGNOR:

CUSCO NO. 1 LLC, an Illinois limited liability company

By: Riverside Venture Holdings LLC, a Delaware limited liability company, its sole member


By: _____

Printed Name: _____

Title: _____

ASSIGNEE:

BREOF RIVERSIDE REO LLC, a Delaware limited liability company

By: 
Name: Seamus Faran
Its: Authorized Officer

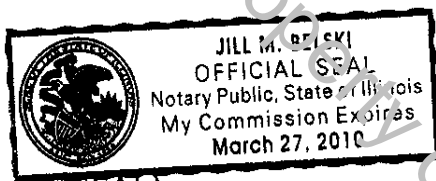
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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 10 day of May, 2006, by Charles R. Beaver, the authorized signatory of Riverside Venture Holdings LLC, a Delaware limited liability company, the sole member of CUSCO No. 1 LLC, an Illinois limited liability company.

Witness my hand and official seal.



(SEAL)

Jill M. Belski
Notary Public

My Commission expires:

March 27, 2010

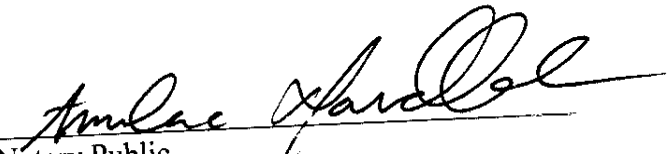
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PROVINCE OF **Ontario**)
) ss.
CITY OF **Toronto**)

The foregoing instrument was acknowledged before me this 9th day of May, 2006, by **Seamus Foran**, the authorized signatory of BREOF Riverside REO LLC, a Delaware limited liability company.

Witness my hand and official seal.



Notary Public
Amilia Nasrallah
Barrister & Solicitor

(SEAL)

My Commission does not expire

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EXHIBIT "A" TO ASSIGNMENT AND ASSUMPTION OF LEASE

LEGAL DESCRIPTION

PARCEL 1:

LOT 7 (EXCEPT THE WEST 122.53 FEET THEREOF) IN RAILROAD COMPANIES' RESUBDIVISION OF BLOCKS 62 TO 76, BOTH INCLUSIVE, BLOCK 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 THEREOF RECORDED MARCH 29, 1924 IN BOOK 188 ON PAGES 11 TO 28, BOTH INCLUSIVE, AS DOCUMENT NUMBER 8339751 (EXCEPTING THEREFROM THAT PART THEREOF LYING BELOW OR BENEATH THE AIR RIGHTS LIMITING PLANE OR ELEVATION SET FORTH IN APPENDIX "B" TO LEASE RECORDED AS DOCUMENT 25607453 AND WHICH IS INDICATED IN SAID APPENDIX "B" TO BE 32 FEET 10 INCHES ABOVE CHICAGO CITY DATUM), AND ALSO (EXCEPTING THEREFROM THE BUILDING AND IMPROVEMENTS LOCATED THEREON), IN COOK COUNTY, ILLINOIS.

P.I.N.: 17-16-121-003-6001 Vol. 591

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EXHIBIT "B" TO ASSIGNMENT AND ASSUMPTION OF LEASE

LEASE

Lease dated as of April 8, 1980 between Chicago Union Station Company ("Original Lessor") and TJC Associates, Inc. ("Original Lessee"), recorded as Document No. 25607453, as amended by:

- (i) Assignment of Lease effective as of July 1, 1980, recorded as part of Document No. 25607453 between Original Lessee as assignor and TJC Associates, an Illinois limited partnership ("First Assignee");
- (ii) Assignment of Lease dated as of October 9, 1980, recorded as Document No 25641901 between First Assignee and Gateway IV Joint Venture, an Illinois general partnership ("Second Assignee");
- (iii) Amendment of Lease dated as of December 24, 1980 between Original Lessor and Second Assignee recorded in the Recorder's Office as Document No. 25767019;
- (iv) Second Amendment to Lease dated as of April 7, 1988 between Original Lessor and Second Assignee, recorded as Document No. 88200211;
- (v) Third Amendment to Lease dated as of September 14, 1990 between Original Lessor and Second Assignee, recorded as Document No. 90483165;
- (vi) Assignment of Ground Lease dated as of September 30, 1992 between Second Assignee, as assignor and Harris Trust and Savings Bank Trust, not personally but as Trustee under Trust Agreement dated September 14, 1992 and known as No. 95044 ("Third Assignee"), as assignee, recorded as Document No. 92723834;
- (vii) Fourth Amendment to Lease dated as of December 1, 1994 between Original Lessor and Cole Taylor Bank as Successor Trustee to Third Assignee, recorded as Document No. 95012641;
- (viii) Assignment and Assumption of Air Rights Lease dated as of September 28, 1995 between Third Assignee and American National Bank and Trust Company of Chicago, not personally but as trustee under Trust Agreement dated June 15, 1995 and known as Trust No. 120500-01 ("Fourth Assignee"), recorded as Document No. 95669326;
- (ix) Fifth Amendment to Lease dated as of September 25, 1995 between Original Lessor and Fourth Assignee, recorded as Document No. 95669327;
- (x) Assignment of Lessor's Interest in Lease dated as of May 29, 2001 between Original Lessor, as assignor, and CUSCO No. 1 LLC, an Illinois limited liability company, as assignee, recorded as Document No. 0010466783;

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- (xi) Trustee's Deed dated September 15, 2005 and recorded as Document No. 0527935451 pursuant to which the Fourth Assignee's leasehold interest in the Air Rights Parcel and fee interest in the improvements located in the Air Rights Parcel was transferred and conveyed to Banc One Building Corporation; and
- (xii) Assignment and Assumption of Air Rights Lease dated September 15, 2005 between Fourth Assignee, as assignor, and Banc One Building Corporation, as assignee, and recorded as Document No. 0609015164.

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