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AGREEMENT FOR SALE AND PURCHASE OF STEAM AND HOT WATER

This Agreement for the sale and purchase of steam and hot water is made as of the 16th day of December, 1987, between Chicago Title and Trust Company, as Trustee under Trust Agreement dated November 19, 1986, and known as Trust No. 1088711 ("Seller"), and Chicago Title and Trust Company, as Trustee under Trust Agreement dated May 7, 1987, and known as Trust No. 1089868 ("Purchaser").

WHEREAS, Seller is the owner of the land and the building (consisting of 240,000 square feet of floor space) on the premises commonly known and described as 29 E. Madison Street, Chicago, Illinois, which premises is legally described as set forth in Exhibit "A" (the "Selling Premises"); and

WHEREAS, the Selling Premises has a steam boiler system ("Boiler System") therein which generates steam and hot water for use by the tenants in the Selling Premises and surplus steam and hot water which can be and is offered for sale; and

WHEREAS, the Purchaser is the owner of the land and the building (consisting of 125,000 square feet of floor space) on the premises commonly known and described as 10 S. Wabash Avenue, Chicago, Illinois, which property is legally described as set forth in Exhibit "B" (the "Purchasing Premises"); and

WHEREAS, the Purchasing Premises has a heat distribution system and plumbing facilities to serve its tenants, but does not have a steam boiler system and requires and needs the steam and hot water which is generated by the Selling Premises; and

WHEREAS, the Seller has agreed to sell steam and hot water to Purchaser and Purchaser has agreed to purchase steam and hot water from Seller on the terms herein provided.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, it is hereby agreed as follows:

1. Agreement to Sell and Purchase. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller, under the terms of this Agreement, all of the steam required to heat the Purchasing Premises and all of the hot water required by the office and retail occupants of the Purchasing Premises, provided that in no event shall the quantities required, when added to that required by the Selling Premises, exceed the current capacity of the Boiler System to produce steam and hot water.

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2. Purchase Price of and Payment for Steam.

Seller has installed a metering device to measure the steam supplied to Purchaser and hereby agrees to use its best efforts to properly adjust and calibrate said metering device. Purchaser shall pay to Seller, within five (5) days of being billed, an amount calculated as follows:

(a) until the metering device has been properly adjusted, Purchaser shall pay the product of (i) the Square Footage Ratio (as hereinafter defined) and (ii) the actual monthly cost of producing steam as measured the previous month, which cost shall include, without limitation, the cost of fuel used to produce steam, all labor and administrative costs and the ordinary and necessary cost of maintaining and repairing the Boiler System, including the necessary costs of capital improvements to such system, amortized over the useful life of such improvements using generally accepted accounting principles, or

(b) once the metering device has been properly adjusted, Purchaser shall pay the actual monthly cost of producing the steam supplied to the Purchasing Premises as measured by metered usage, which cost shall include, without limitation, the cost of fuel used to produce steam, all labor and administrative costs and the ordinary and necessary cost of maintaining and repairing the Boiler System, including the necessary costs of capital improvements to such system, amortized as described above.

For purposes of the Agreement, the "Square Footage Ratio" shall equal 35%, which equals the number of square feet of floor space in the Purchasing Premises divided by the total number of square feet in both the Purchasing Premises and the Selling Premises.

3. Purchase Price of and Payment for Hot Water.

Seller has installed a metering device to measure the hot water supplied to Purchaser and hereby agrees to use its best efforts to properly adjust and calibrate said metering device. Purchaser shall pay to Seller, within five (5) days of being billed, an amount calculated as follows:

(a) until the metering device has been properly adjusted, Purchaser shall pay the product of (i) the Square Footage Ratio (as previously defined) and (ii) the actual monthly cost of producing hot water as measured the previous month, which cost shall include, without limitation, the product of the per gallon cost of fuel and water and the number of gallons provided to Purchaser as

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well as the costs incurred in maintaining, repairing and replacing the hot water and metering system, or

(b) once the metering device has been properly adjusted, Purchaser shall pay the actual monthly cost of producing the hot water supplied to the Purchasing Premises as measured by metered usage, which cost shall include, without limitation, the product of the per gallon cost of fuel and water and the number of gallons provided to Purchaser, as well as the costs incurred in maintaining, repairing and replacing the hot water and metering systems.

4. Delivery and Use of Steam and Hot Water. Seller shall be required to deliver steam hereunder only between October 1st of each year and April 30th of the following year, but shall deliver hot water throughout the year. Purchaser agrees that steam purchased hereunder shall only be used for the purpose of heating the Purchasing Premises, and that hot water purchased hereunder shall only be used to satisfy the reasonable needs of the office and retail occupants of the Purchasing Premises subject to the restrictions as to amount as set forth herein.

5. Term. This Agreement shall continue in full force and effect until the tenth (10th) anniversary of the date hereof, unless sooner terminated as otherwise provided in this Agreement.

6. Force Majeure. Seller shall not be liable for its failure, delay or inability to provide steam or hot water or otherwise perform hereunder, if such failure, delay or inability is due to war, strike, fire, explosion, sabotage, accident, casualty, government law, regulation or ordinance, failure of any utility company serving the Selling Premises to provide service, or any other cause beyond Seller's reasonable control. In the event Seller is unable to provide Purchaser with steam and hot water for a period of five (5) consecutive days because of one or more of the above-listed reasons, Purchaser may immediately terminate this Agreement by giving Seller notice to that effect.

7. Repairs on Purchasing Premises. Purchaser's steam and hot water systems, comprising all steam pipes, radiators, reducing valves, hot water lines, shut off valves, watercocks and other facilities necessary for the distribution, control, and use of steam and hot water supplied under the terms herein which exist or shall be installed in the Purchasing Premises beyond the point of entry, shall be maintained by Purchaser at its sole cost and expense.

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8. Purchaser's Covenants. Purchaser covenants that at all times during the term of this Agreement it will maintain the Purchasing Premises' heat distribution system and plumbing facilities in a condition that will enable Purchaser to take delivery of steam and hot water as provided herein, and in a condition that is satisfactory to City and State authorities and will not result in damage to Seller's steam and boiler and hot water system. Seller shall have the right to inspect the Purchasing Premises during normal business hours with minimum interference with tenants in possession, upon 24 hours prior written notice to Purchaser (or, in an emergency, at any hour and without notice).

9. Seller's Covenants. Seller covenants that at all times during the term of this Agreement it will maintain and repair the Boiler System so that it is in working order. Purchaser shall have the right to inspect the Selling Premises during normal business hours with minimum interference with tenants in possession, upon 24 hours prior written notice to Seller (or, in an emergency, at any hour and without notice).

10. Operating Steam Valve. In order to prevent unusual pressure fluctuations or disturbances in the Selling Premises, Purchaser shall use reasonable care in turning the Purchasing Premises' main steam valve on or off and it is understood and agreed that Purchaser shall give Seller at least one (1) hour prior notice, by telephone or otherwise, of its intention at any time to turn the main steam valve on or off.

11. Acknowledgment and Disclaimer. PURCHASER ACKNOWLEDGES AND AGREES THAT IT IS BUYING THE STEAM AND HOT WATER "AS IS" AND IN ITS THEN PRESENT CONDITION. EXCEPT AS PROVIDED IN THE FOLLOWING SENTENCE, PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION, MERCHANTABILITY OR FITNESS OF ANY OR ALL OF THE STEAM AND HOT WATER. SELLER HEREBY REPRESENTS AND WARRANTS THAT ON THE DATE HEREOF, THE BOILER SYSTEM HAS ADEQUATE CAPACITY TO DELIVER THE QUANTITY OF STEAM AND HOT WATER REQUIRED TO BE DELIVERED UNDER THIS AGREEMENT.

12. Early Termination Due to Default. Seller may terminate this Agreement upon the occurrence or existence of any one or more of the following: (a) Purchaser's failure to pay any amount hereunder when such amounts are due, followed by Purchaser's (or any person on behalf of Purchaser) failure to cure such nonpayment within five (5) days after written notice of Purchaser's failure to pay; or (b) Purchaser fails or neglects to perform or observe any of the terms, provisions, covenants or conditions of this Agreement (other than a term requiring the payment of money) and Purchaser (or any

person on behalf of Purchaser) fails to correct such failure within thirty (30) days after Seller has provided Purchaser with notice that Purchaser is not in compliance with a term, provision, covenant or condition of this Agreement, unless Purchaser is using its best efforts to correct such failure and such failure is corrected within sixty (60) days after said notice. Notwithstanding anything herein to the contrary, Seller hereby agrees to provide any mortgagee of the Purchasing Premises notice concurrent with any notice sent to Purchaser pursuant to this Section 12 and will allow such mortgagee to cure, within an additional ten (10) days following Purchaser's cure period, any default hereunder. Purchaser may terminate this Agreement and pursue any and all legal and equitable remedies available upon (a) the failure by Seller to provide Purchaser with steam for a period of five (5) consecutive days during the period between October 1st of any calendar year and the following April 30th, or hot water for any period of five (5) consecutive days, or (b) Seller's failure to perform hereunder.

13. Early Termination Due to Illegality, Demolition or Condemnation. In the event that any city ordinance, state or federal statute, or regulation of any agency of city, state, or federal government, or final non-appellate decision, judgment, order, or decree of any court having appropriate jurisdiction shall render the subject matter of this Agreement illegal or shall require cessation of Seller's sale or Purchaser's purchase of steam or hot water, then this Agreement shall thereupon be immediately terminated and of no force and effect, except for such obligations as were incurred prior to the date of termination. Each party shall give notice to the other party commensurate with notice received by it of its inability to continue furnishing steam or hot water. If either party is required for any reason to remove or demolish its respective building, or if the respective building of either party shall be taken by an appropriate governmental body by right of eminent domain or upon conveyance to a governmental entity upon threat thereof, so as to preclude performance of this Agreement by such party, then such party shall have the right to cancel this Agreement by six (6) months written notice prior to the effective date of cancellation.

14. Termination Right. Notwithstanding anything contained herein to the contrary, Purchaser may terminate this Agreement at any time, with or without consent, on thirty (30) days prior written notice to Seller. Seller may not terminate this Agreement, unless otherwise provided herein. Beginning with the first day of the sixth year of the term of this Agreement, Seller may terminate this Agreement on six (6) months prior written notice to Purchaser, if, by the effective date of termination, either (i) similar utilities in similar quantities are being supplied to Purchaser from

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some other source other than from the Selling Premises pursuant to an agreement with terms substantially similar to those provided herein, or as otherwise agreed to by the mortgagee of the Purchasing Premises, or (ii) Seller has installed on the Purchasing Premises, at its sole cost and expense, equipment and fixtures necessary to permit the Purchasing Premises to produce its own heat and hot water.

15. Records. Determination of the actual cost of providing the steam and hot water, and measurement of the quantity of steam and hot water delivered hereunder shall be made by Seller, based solely upon Seller's books, records, meters and other such data as Seller deems relevant. Purchaser shall have reasonable access to such books and records two (2) business days after Purchaser has provided Seller with a written demand for access to such books and records. If such inspection discloses that either the cost or quantity of steam and/or hot water differs from that which was billed to Purchaser, and Seller agrees that the billed amount was incorrect, then Seller shall immediately refund, or Purchaser shall immediately pay, whichever is applicable, the amount representing the difference between the billed amount and agreed amount. If Purchaser and Seller do not agree as to the accuracy of the billed amount, Seller's independent certified public accountant shall immediately conduct an audit of Seller's books, records and meters, with the cost of said audit to be shared equally between Seller and Purchaser. If such an audit discloses that the billed amount was incorrect, then Seller shall immediately refund, or Purchaser shall immediately pay, whichever is applicable, the amount representing the difference.

16. Damages. Purchaser agrees that Seller shall not be liable to Purchaser for any consequential damages resulting from Seller's failure to perform its obligations hereunder, unless such failure to perform is due to Seller's gross negligence or wilful misconduct and is not included within the scope of Section 6 herein. In no event shall any such consequential damages resulting from Seller's failure to perform its obligations for any reason exceed \$500,000.

17. Public Liability. Seller shall not be liable to Purchaser or third persons for any loss or damage to any property, or for any injury to any person caused by or arising from any leakage, escape, or presence of steam, vapor, or water on the Purchasing Premises. Purchaser hereby agrees to indemnify and protect Seller and to hold Seller harmless against and from all such loss, damage, or injury or claims therefore, and shall reimburse Seller for all costs and expenses, including attorneys' fees, incurred by Seller in defending any actions which may be brought against Seller on account of such loss, damage, or injury. Upon the written request of Seller, Purchaser shall, at its expense, defend

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any such action on Seller's behalf. Purchaser shall furnish Seller a certificate of insurance evidencing adequate coverage in insurance companies satisfactory to Seller and showing Seller and its beneficiaries as additional insureds.

18. Installment Contract. This Agreement is not an "installment contract" as that term is defined in the Uniform Commercial Code.

19. Trustee Non-Liability. This Agreement is executed by Chicago Title and Trust Company, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein shall be construed as creating any liability on said ~~Bank~~ personally to pay any amounts due hereunder or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived.

20. Amendments. None of the provisions of this Agreement may be materially amended or modified, or waived, except in writing signed by both of the parties hereto and with the consent of the mortgagees of the Purchasing Premises and Selling Premises, if any (such consent shall not be unreasonably withheld). No amendment, supplement or termination of this Agreement shall affect or impair any rights or obligations which shall have theretofore matured hereunder unless expressly agreed in a writing signed by both parties and with the consent of the mortgagees of the Purchasing Premises and Selling Premises, if any (such consent shall not be unreasonably withheld). As used in this Section 20, "materially" shall mean having an adverse effect on the benefits running to either party hereto.

21. Non-Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to that term or any other term of this Agreement.

22. Captions. The captions of the various sections of this Agreement have been inserted only for the purpose of convenience, and shall not be deemed in any manner to modify, define, enlarge or restrict any of the provisions of this Agreement.

23. Assignability. This Agreement shall not be assigned or transferred by operation of law or otherwise by any party without the prior written consent of the other party, provided, however, Purchaser's and Seller's obligations under this Agreement shall run with the land and shall be

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binding upon Purchaser's and Seller's respective successors and assigns for as long as this Agreement remains in effect.

24. No Third Party Benefits. The rights, duties, obligations, remedies, and liabilities under this Agreement are solely between Seller and Purchaser and no third party rights or benefits are conferred or created hereby. Either party may, however, collaterally assign this Agreement to a mortgagee of the Selling Premises or Purchasing Premises, as the case may be.

25. Time Is of the Essence. Time is of the essence in the performance of all of the obligations of Seller and Purchaser hereunder.

26. Severability. If any term, clause or provision contained herein is declared or held invalid by any court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

27. Entire Agreement. This Agreement sets forth the entire understanding of the parties and supersedes all prior agreements, arrangements and communications, whether oral or written, pertaining to the subject matter hereof.

28. Recording. A memorandum of this Agreement shall be recorded with respect to the Purchasing Premises and Selling Premises.

29. Notices. All notices, requests, demands and other communications in connection with this Agreement shall be made in writing and shall be deemed to have been given upon the earlier of delivery to the address shown below (or at such other address as Purchaser or Seller may specify from time to time by written notice delivered in accordance herewith), and 48 hours after mailing at any general or branch United States Post Office by registered or certified mail, postage prepaid, return receipt requested, addressed:

If to Purchaser:

CPS Realty Partnership
10 S. Wabash
Suite 606
Chicago, Illinois 60603

with a copy to:

The Canada Life Assurance Company
c/o Mid-North Financial Services
205 W. Wacker Drive
Suite 202

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Chicago, Illinois 60601
Attn: Keith Volgman

and

Rudnick & Wolfe
203 N. LaSalle Street
Chicago, Illinois 60601
Attn: Charles L. Edwards

If to Seller:

CPS Realty Partnership
29 E. Madison
Suite 800
Chicago, Illinois 60603

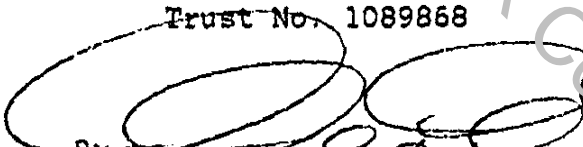
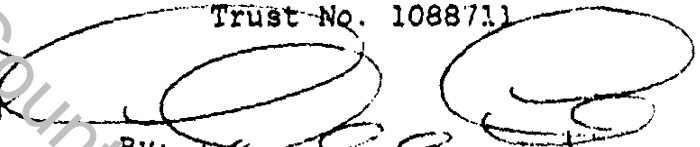
WITNESS, the hands of the parties hereto as of the day and year first above written.


PURCHASER:

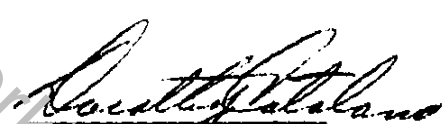
SELLER:

CHICAGO TITLE AND TRUST
COMPANY, not personally
but as Trustee under
Trust No. 1089868

CHICAGO TITLE AND TRUST
COMPANY, not personally
but as Trustee under
Trust No. 1088711

By:  Its: ASST. VICE PRES
By:  Its: ASST. VICE PRES.

ATTEST: 
ASST. SECRETARY

ATTEST: 
ASST. SECRETARY

... as Trustee under
§ 1089868
§ 1088711

COOK COUNTY CLERK
FILED FOR RECORD

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STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Assistant Vice President and Assistant Secretary of the Chicago Title and Trust Company, as Trustee aforesaid, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth, and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal on December 16th,
 1987.

Marcia Sanders
 Notary Public

My Commission expires 1-7-88

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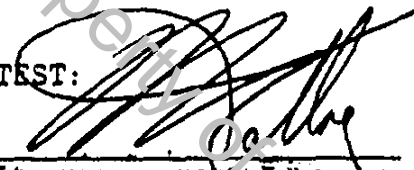
CONSENT OF MORTGAGEE

The Canada Life Assurance Company, holder of a Mortgage on the Purchasing Premises dated December 16, 1987, hereby consents to the execution and recording of the within Agreement for Sale and Purchase of Steam and Hot Water and agrees that said Mortgage is subject thereto.

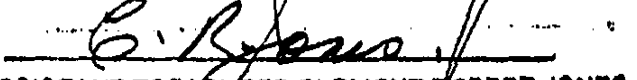
IN WITNESS WHEREOF, The Canada Life Assurance Company has caused this Consent of Mortgage to be signed by its duly authorized officers on its behalf; all done at Chicago, Illinois, on this 16th day of December, 1987.

THE CANADA LIFE ASSURANCE COMPANY

ATTEST:


Its: ASSISTANT SECRETARY E. H. RAITAY

By: 
Its: MORTGAGE INVESTMENTS VICE PRESIDENT EDWARD OVSENNY

By: 
Its: ASSISTANT TREASURER CLEMENT ROBERT JONES

CONSENT OF MORTGAGEE

Principal Mutual Life Insurance Company, holder of a Mortgage on the Selling Premises dated June 9, 1987, hereby consents to the execution and recording of the within Agreement for the Sale and Purchase of Steam and Hot Water and agrees that said Mortgage is subject thereto.

IN WITNESS WHEREOF, Principal Mutual Life Insurance Company has caused this Consent of Mortgage to be signed by its duly authorized officers on its behalf; all done at Chicago, Illinois, on this 16th day of December, 1987.

PRINCIPAL MUTUAL LIFE INSURANCE COMPANY

ATTEST:

Its: _____

By: 
Its: KAREN A. PEARSTON, Assistant Counsel

By: 
Its: DAVID P. ELLINGSON, Counsel

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Property of Cook County Clerk's Office

EDWARD J. QUINN, JR.
CLERK OF THE COUNTY

ROBERT JONES

KAREN A. LARSON, Assistant Clerk

CLERK OF THE COUNTY

EXHIBIT A

Address: 29 E. Madison Street, Chicago, Illinois

Lot 1 (except the South 1.06 feet) in Block 2 in Fractional Section 15 Addition to Chicago in Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: ^{CAO} 17-15-100-018-0000

EXHIBIT B

Address: 10 South Wabash Avenue, Chicago, Illinois

Lot 4 and the South 1.06 feet of Lot 1 in Block 2 in fractional Section 15 Addition to Chicago, in Section 15, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

Permanent Index Number: ^{CAO AK ALV} 17-15-100-019

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Mail to: Rudnick & Wolpe
2037 LaSalle St.
Chicago, Ill. 60601
Attn: David Koss

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