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Venture, a Texas joint venture), as purchaser, as the same may heretofore have been amended or modified.

2. Assumption. Subject to the limitations, terms and conditions set forth herein, Assignee assumes all of Lessor's obligations under the Lease arising after the date hereof (except for the warranty set forth in Article IV and in Section 2, Article XXII of the Lease and the obligation to construct the future Expansion Parking which is set forth in Section 2A of Article XXXII, and to repair during the initial fractional fiscal year and the first two fiscal years thereafter, which is set forth in the first two sentences of Section 1, Article X of the Lease). Assignee's liability under the Lease shall continue only for so long as Assignee owns the leased premises, but Assignee's liability under the Lease shall terminate at the time it transfers its interest only if Assignee transfers its interest under the Lease to an entity which has a net worth greater than \$75,000,000.00, or is the Developer under the Operating Agreement, and which assumes Lessor's obligations under the Lease arising after such transfer (except those described in parentheses in the preceding sentence). From and after Assignee's transfer to an entity meeting such requirements, Assignee shall be released from all future liability and obligations arising or occurring under the Lease after the date of such transfer. If Assignee does not transfer its interest to an entity meeting such requirements, Assignee shall continue to remain liable under the Lease after the

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time it transfers its interest in the Lease until such requirements are satisfied.

3. Future Expansion Parking. Article XXXII Section 2B of the Lease provides that Lessor shall deposit in escrow with Chicago Title and Trust Company cash in an amount equal to the amount of the letter of credit referred to in Article XXXII Section 2B to be held in such escrow for a period not to exceed seven (7) years from the Commencement Date. The escrowed funds, together with any interest earned thereon, shall be disbursed to Lessor upon completion of Future Expansion Parking. Pursuant to the terms of the Lease, in the event Lessee does not exercise its option to construct the Addition within such seven (7) year period, such escrowed funds, together with any interest earned thereon, shall be disbursed to Lessee and shall belong to Lessee. Article XXXII, Section 2B of the Lease also provides that upon completion of Future Expansion Parking by Lessor in accordance with the plans and specifications which have been approved by Lessee, Lessee shall pay to Lessor the sum of \$300,000.00, in cash, within thirty (30) days after Lessee opens for business in the Addition. Notwithstanding the assignment of the Lease pursuant to this Assignment and Assumption Agreement, in the event that the Future Expansion Parking is constructed by or at the direction of Assignor or Assignor's beneficiary in accordance with the Lease and all other applicable agreements, Assignee shall, upon written request of Kenneth L. Tucker, as "Authorized Agent" (as defined in the Purchase Agreement) or his successors or

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assigns, assign to Authorized Agent, his successors or assigns, or to a designee appointed by Authorized Agent, all of Assignee's right, title and interest in and to the amount ("Parking Amount") equal to the excess of (a) the sum of (i) the escrowed funds, together with any interest earned thereon, on deposit with Chicago Title and Trust Company pursuant to Article XXXII, Section 2B of the Lease and (ii) the \$300,000.00 payable by Carson Pirie pursuant to Article XXXII, Section 2B of the Lease over (b) the sum of (i) the costs and expenses (if any) incurred by, or as a result of, or at the direction of Assignee with respect to the construction of the Future Expansion Parking as a result of default by Assignor under the Lease with respect to Assignor's obligation to construct the Future Expansion Parking and (ii) the amount (if any) necessary to fully pay for the unpaid costs of construction of, and any other amounts related to, the Future Expansion Parking due contractors or other third parties retained in connection with such construction and which Assignor has failed to pay. Assignee shall, upon written request of Authorized Agent, assign to Authorized Agent, his successors and assigns or at the direction of Authorized Agent, all of Assignee's right, title and interest in and to the balance of the Parking Amount and direct Carson Pirie to pay the balance of the Parking Amount that is due to Authorized Agent, his successors or assigns, or at the direction of Authorized Agent. Following such assignment and direction by Assignee, Authorized Agent shall have no recourse against Assignee for failure to receive the Parking Amount.

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Notwithstanding the preceding sentence, Assignee hereby agrees to fully cooperate with Assignor and Authorized Agent in executing all documents and agreements, if any, reasonably necessary to effectuate the payment of the Parking Amount due Authorized Agent, his successors or assigns or designee. The provisions of this Paragraph 3 shall be deemed to run with the land.

4. Site Work and Utility Relocation Escrow. Article XXXII, Section 2C of the Lease provides that Lessor shall deposit in escrow with Chicago Title and Trust Company cash in an amount equal to the amount of the letter of credit referred to in Article XXXII, Section 2C to be held in such escrow for a period of seven (7) years from the Commencement Date. The escrowed funds shall be disbursed to Lessee to be used by it for site work and utility relocation at such time Lessee gives written notice to Lessor that it commits itself to construct the Addition. Pursuant to the terms of the Lease, in the event Lessee does not so commit to construct the Addition within seven (7) years after the Commencement Date, such escrowed funds, together with any interest earned thereon, shall be disbursed to Lessor. Notwithstanding the assignment of the Lease pursuant to this Assignment and Assumption Agreement, and in the event Lessee does not so commit to construct the Addition within such period, Assignee hereby assigns to Authorized Agent, his successors or assigns or to a designee appointed by Authorized Agent, all of Assignee's right, title and interest in and to the funds escrowed pursuant to Article XXXII Section 2C of the Lease, together with any interest earned

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thereon, and Assignee hereby directs Carson Pirie to pay such amounts to Authorized Agent, his successors or assigns or at the direction of Authorized Agent. Authorized Agent shall have no recourse against Assignee for failure to receive such amount. Notwithstanding the preceding sentence, Assignee hereby agrees to fully cooperate with Assignor and Authorized Agent in executing all documents and agreements, if any, reasonably necessary to effectuate the payment of such escrowed funds due Authorized Agent, his successors or assigns or designee. The provisions of this Paragraph 4 shall be deemed to run with the land.

5. Limitation of Liability. Neither Assignee nor any advisor, trustee, director, officer, partner, employee, beneficiary, shareholder, participant or agent of or in Assignee (including, but not limited to, JMB Endowment Advisors and JMB Institutional Realty Corporation), JMB Endowment Advisor, or JMB institutional Realty Corporation shall have any personal liability above and beyond their interest in the Developer Parcel, including without limitation, the property described in Exhibit A, directly or indirectly, under or in connection with the Lease or any other documents relating thereto or any amendment or amendments thereto and, accordingly, the recourse of Carson Pirie shall be limited to Assignee's interest in such property. The limitation of liability provided in this paragraph is in addition to, and not in limitation of, any limitation on liability applicable to Assignee provided by law or by any other contract, agreement or instrument between the parties.

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6. Notices. Any notice which a party is required or may desire to give the other shall be in writing and shall be sent by personal delivery or by mail (either (i) by United States registered or certified mail, return receipt requested, postage prepaid, or (ii) by Federal Express or similar generally recognized overnight carrier regularly providing proof of delivery), addressed as follows (subject to the right of a party to designate a different address by notice similarly given):

To Assignor:

LaSalle National Bank Trust  
No. 200388  
c/o The Tucker Companies, Inc.  
40 Skokie Boulevard  
Suite 600  
Northbrook, Illinois 60062  
Attn: Kenneth I. Tucker

With Copy To:

Arvey, Hodes, Costello & Burman  
180 North LaSalle Street - Suite 3800  
Chicago, Illinois 60601  
Attn: Thomas P. Duffy

To Assignee:

JMB/Chicago Ridge Mall Associates  
c/o JMB Realty Corporation  
875 North Michigan Avenue - Suite 3900  
Chicago, Illinois 60611  
Attn: Robert J. Chapman

With Copy To:

Pircher, Nichols & Meeks  
Century City North Building  
10100 Santa Monica Boulevard  
Los Angeles, California 90067  
Attn: Debra Spangler Barbanel

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Any notice so given by mail shall be deemed to have been given as of the date of delivery (whether accepted or refused) established by U.S. Post Office return receipt or the overnight carrier's proof of delivery, as the case may be, but in no event later than two business days after mailing. Any such notice not so given shall be deemed given upon receipt of the same by the party to whom the same is to be given.

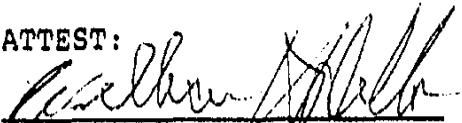
This Assignment and the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

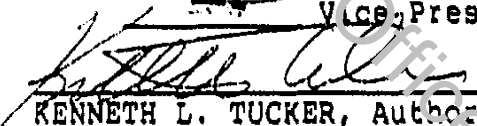
ASSIGNOR:

LA SALLE NATIONAL BANK, not individually but solely as Trustee under Trust Agreement dated March 1, 1979 and known as Trust No. 100388

ATTEST:

  
\_\_\_\_\_  
Secretary

By:   
\_\_\_\_\_  
Vice President

  
\_\_\_\_\_  
KENNETH L. TUCKER, Authorized Agent for the Co-Owners of the Beneficial Interest in LaSalle National Bank Trust No. 100388 Pursuant to that certain Termination Agreement relating to Chicago Ridge Venture and Operating Agreement Among Co-Owners dated June 30, 1986.

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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1989 JAN 31 PM 2:48  
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07/12/2010



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ASSIGNEE:

JMB/CHICAGO RIDGE MALL ASSOCIATES, An Illinois general partnership

By: JMB GROUP TRUST III, an Illinois trust, its General Partner

By: JMB Institutional Advisors-III, an Illinois general partnership, its Investment Manager

BY: JMB INSTITUTIONAL REALTY CORP, ITS GENERAL PARTNER

By: Henry M. Sumner  
Its Vice President

ATTEST:

Debbie P. Garvey  
Secretary

By: ENDOWMENT AND FOUNDATION REALTY, LTD.-JMB-III, a Delaware corporation, its General Partner

By: JMB Endowment Advisors, an Illinois general partnership, its Investment Advisor

BY: JMB INSTITUTIONAL REALTY CORP, ITS GENERAL PARTNER

ATTEST:

Debbie P. Garvey  
Secretary

By: Henry M. Sumner  
Its Vice President

Instrument is executed by LASALLE NATIONAL BANK, not personally solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LASALLE NATIONAL BANK are undertaken by it solely as Trustee, as aforesaid, and not as liability and all covenants herein made are not enforceable and shall not be enforceable accordingly, and no personal liability shall be asserted or be enforceable against LASALLE NATIONAL BANK by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

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11/22/2011

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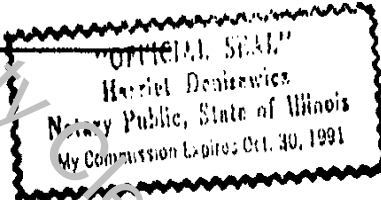
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Marionna Ray and William H. Dillon, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASSISTANT TREASURER and ASSISTANT SECRETARY of LA SALLE NATIONAL BANK, not personally, but solely as Trustee under a Trust Agreement dated March 1, 1979, known as Trust No. 100388, 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 banking association for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27 day of JANUARY, 1989.

Harriet Deniewicz  
Notary Public

My Commission Expires: \_\_\_\_\_



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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 KENNETH L. TUCKER, personally known to me to be the same person whose name is subscribed to the foregoing instrument as Authorized Agent for the Co-Owners of the Beneficial Interest in LaSalle National Bank Trust No. 100388 pursuant to that certain Termination Agreement relating to Chicago Ridge Venture and Operating Agreement Among Co-Owners dated June 30, 1986, 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 Kenneth L. Tucker, as Authorized Agent as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of January, 1989.

Angela D Barlow  
Notary Public

My Commission Expires: \_\_\_\_\_

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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 GARY M. SIMONS and GARY M. SIMONS, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Vice President of JMB Institutional Realty Corporation, as Managing Partner of JMB Institutional Advisors-III, as Investment Manager of JMB Group Trust III, as General Partner of JMB/CHICAGO RIDGE MALL ASSOCIATES, an Illinois General Partnership, and DENISE GARNEY and DENISE GARNEY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such SECRETARY and SECRETARY of JMB Institutional Realty Corporation, as Managing Partner of JMB Endowment Advisors, as Investment Advisor of Endowment and Foundation Realty, Ltd.-- JMB-III, as General Partner of JMB/CHICAGO RIDGE MALL ASSOCIATES, an Illinois General Partnership 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 Partnership, as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of January, 1989.

William J. Adams  
Notary Public

My Commission Expires: 8-11-89

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12/15/2011 10:00 AM





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## CONSENT AND AGREEMENT

Carson Pirie hereby consents to the assignment of the Lease from Assignor to the Partnership pursuant to the limitations, terms and conditions set forth above. Carson Pirie hereby acknowledges that:

1. Carson Pirie has accepted, is in possession of, and is currently conducting business in the Demised Premises.

2. Carson Pirie is currently paying Minimum Rent under the Lease.

3. The Lease is in full force and effect and has not been amended, modified or supplemented.

4. As of the date hereof, to its knowledge, Assignor has performed all of its material obligations as set forth in the Lease.

5. To its knowledge, all of Landlord's Work has been substantially completed in accordance with the terms of the Lease with the exception of so-called "punchlist items".

Dated as of January 25, 1999.

LESSEE:

CPS REALTY PARTNERSHIP

By: Carson Pirie Scott &  
Company, general partner

ATTEST:

Chas. H. Hume  
Assistant Secretary

By: Rusan J. Conzelmann  
Senior Vice President

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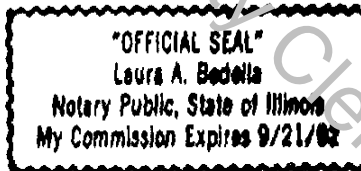
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Charles J. Hansen and Susan T. Congalton, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Secretary and Senior Vice President of Carson Pirie Scott & Company, the general partner of CPS REALTY PARTNERSHIP, 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 partnership for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of January, 1989.

Laura A. Bedella  
Notary Public

My Commission Expires: 9/21/92

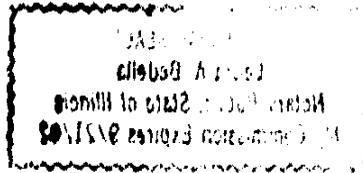


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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

LOT 13 IN CHICAGO RIDGE MALL 3RD RESUBDIVISION BEING A RESUBDIVISION OF LOT 1 IN CHICAGO RIDGE MALL RESUBDIVISION OF LOT 6 OF CHICAGO RIDGE MALL SUBDIVISION AND LOTS 8 AND 9 IN CHICAGO RIDGE MALL SUBDIVISION BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

#### PARCEL 2:

PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF, AND APPURTENANT TO, PARCEL 1 FOR INGRESS AND EGRESS, DELIVERY, PARKING OF VEHICLES, PASSAGE AND ACCOMODATION OF PEDESTRIANS, USE AND OPERATION OF THE COMMON AREA, USE OF AND ABUTMENT TO THE MALL; THE RIGHT OF SELF-HELP IN PERFORMING CERTAIN OBLIGATIONS REQUIRED OF ADJOINING OWNERS, THE RIGHT TO REPAIR STRUCTURES ON ADJOINING PARCELS; THE USE OF THE "RING ROADS", THE RIGHT TO CREATE CERTAIN ENCROACHMENTS ON ADJOINING BUILDINGS AND THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION AND REMOVAL OF UTILITY LINES, LIGHTS, SIGNS AND PROTECTIVE DEVICES CREATED BY THAT CERTAIN CHICAGO RIDGE OPERATING AGREEMENT (CROA) DATED MAY 1, 1980 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON JUNE 12, 1980, AS DOCUMENT NUMBER 25488410 WHICH CROA WAS AMENDED AND RESTATED BY INSTRUMENT DATED DECEMBER 19, 1983 AND RECORDED JANUARY 25, 1984 AS DOCUMENT 26944026 AND THE FIRST AMENDMENT TO CHICAGO RIDGE AMENDED AND RESTATED OPERATING AGREEMENT DATED MAY 1, 1987 AND RECORDED JULY 22, 1987 AS DOCUMENT 87402137, ALL IN, OVER AND ACROSS AND UNDER THE LAND DESCRIBED IN EXHIBIT A-1 PARTS I, II, III AND IV, ATTACHED TO AND FORMING A PART OF SAID AMENDED AND RESTATED OPERATING AGREEMENT RECORDED AS AFORESAID, EXCEPT THAT PORTION OF THE LAND DESCRIBED IN EXHIBIT A-1, AFORESAID FALLING IN PARCEL 1 HEREIN IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF, AND APPURTENANT TO, PARCEL 1 FOR INGRESS AND EGRESS TO AND TO USE THE PARKING AREAS CONTAINED WITHIN LOT 3 IN CHICAGO RIDGE MALL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 13, DATED DECEMBER 28, 1981, AND RECORDED JANUARY 12, 1982 AS DOCUMENT NUMBER 26109859, IN COOK COUNTY, ILLINOIS.

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PARCEL 4:

PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF, AND APPURTENANT TO, PARCEL 1 FOR INGRESS AND EGRESS OVER AND UPON LOT 4 AND TO USE THOSE PORTIONS OF LOT 4 IMPROVED FROM TIME TO TIME WITH PARKING AREAS IN CHICAGO RIDGE MALL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 13, DATED OCTOBER 23, 1986 RECORDED OCTOBER 27, 1986 AS DOCUMENT NUMBER 86501882, IN COOK COUNTY, ILLINOIS

Permanent Real Estate Index Number: 24-07-216-032

Address of Premises:

Northwest Corner of 95th Street and Ridgeland Avenue, Chicago Ridge, Illinois

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