ASSIGNMENT OF LEASE

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For value received, American National Bank and Trust Company of Chicago, a national banking association, not personally, but as Trustee under Trust Agreement dated January 31, 1961 and known as Trust No. 16249 ("Assignor") and Downtown Court Club Partnership, an Illinois general partnership ("Beneficiary"), does hereby sell, assign and transfer unto Wm. Wrigley Jr. Company, a Delaware Corporation ("Assignee"), all of its rights, title and interest in and to that certain lease and tenancy of real property, and amendments thereto, if any, described in Exhibit "A" attached hereto (bereinafter referred to as the "Kane Lease").

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undercikings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings agreements of said Trust: e are nevertheless 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 are 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 American National Bank and Trust Company of Chicago on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking 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.

[EXECUTED ON FOLLOWING PAGE]

Prepared by:

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Mark S. Kipnis, Esq. Hollab & Coff 55 East Monroe Street Suite 4100 Chicago, Illinois 60603 Mail lo. Me Kanger Socked & Me Kanger atta William B. Mc Droved for 130 E. Kandoffph Su Cheese Se 60601

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DATED this /37Hday of October, 1992.

ASSIGNOR:

American National Bank and Trust Company of Chicago, a national banking association, not personally, but as Trustee under Trust Agreement dated January 31, 1961 and known as Trust No. 16249

COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for the County and set and a land of State aforesaid, DO HENEBY CERTIFY, that the above of the American National Bank and Trust Company of Chicago, a mational banking association, not personally, but as Trustee under Trust Agreement dated January 31, 1961 and known as Trust No. 16249, Assignor, personally known to me to be the same persons whose names are subscribed to the foregoing VICE PRESIDE such instrument as , respectively, appeared refore 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 ACE PROBLEM then and the said , as custodian of the acknowledged that said VICE THE HITT corporate seal of said Company, caused the corporate seal of said instrument /s Company affixed to said '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 this $\frac{Q^{(1)}}{Q}$ day of October, 1992.

POFFICIAL SEAL"
PAMELA ANN CSIKOS
Notary Public, State of Wineis
My Commission Expires 5/1/96

Notary Public

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EXHIBIT A

THE LEASEHOLD PSTATE, CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED PT:

MARION ORTSELFEN KANI, PHILIP J. REDDY AND CARLETON M. TOWER AS ESTATE TRUSTEE'S UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED JUNE 30, 1943; CARLETON M. TOWER AND PATER F. MC NAMER, AS TRUSTEE UNDER THE PROVISIONS OF A CERTAIN TRUST AGREEMENT DATED DECEMBER 30, 1944 MADE BY MARION ORTSELFEN KANE AS AMENDED BY AMENDMENTS DATED JUNE 22, 1947, MAY 14, 1951, MARCH 24, 1956, DECEMBER 23, 1959 AND AUGUST 19, 1960 AND MARION ORTSELFEN KANE AND THOMAS J. KANE, HER HUSBAND AS LESSOR AND AMERICAN NATIONAL BANK FND TRUST COMPANY, A A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 3, 1961 AND KNOWN AS TRUST NUMBER 16249 AS LESSEE, DATED FEBRUARY 1, 1961 AND RECORDED FEBRUARY 20, 1961 AS DOCUMENT 15089168, WHICH LEASE DEMISES THE LAND FOR A TERM OF 60 YEARS COMMENCING MARCH 1, 1161

THE LAND:

THE SOUTH 1/2 OF LOT 4 AND THE EAST 40 FEET OF THE SOUTH 1/2 OF LOT 5 IN BLOCK 11 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10 TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N# 17-10-129-003

Address 441 N Wabash

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ASSUMPTION AGREEMENT

For and in consideration of the assignment by American National Bank and Trust Company of Chicago, not personally, but as Trustee under Trust Agreement dated January 3, 1961 and known as Trust No. 16249 ("Lessee") of all r ght, title and interest of Lessee in, to and under that certain lease dated February 1, 1961 between Lessee and Marion Ortseifen Kane, Philip J. Reddy and Carleton M. Tower as Estate Trustee's under the provisions of a Trust Agreement dated June 30, 1943; Carleton M. Tower and Peter F. Mc-Namee, as Trustee under the provisions of a certain Trust Agreement dated December 30, 1944 made by Marion Ortseifen Kane as amended by amendments dated June 22, 1947, May 14, 1951, March 24, 1956, December 23, 1958 and August 19, 1960 and Marion Ortseifen Kane and Thomas J. Kane, her husband (the "Lease"), and in accordance with Paragraph 25 of the Lease, the undersigned, Vim. Wrigley Jr. Company, a Delaware corporation, does hereby:

- (a) Expressly accept and assume all of the terms, covenants, conditions and agreements in the Leane contained to be kept, observed or performed by Lessee, and become bound personally to comply therewith;
- (b) Expressly agree to be subject to the same terms and conditions as to future assignments as are made binding upon Lessee under the Lease;
- (c) Designates the following first address for the services of all declarations, demands or notices on it, purpose to the provisions of Paragraph 50 of the Lease:

Wrn. Wrigley Ir. Company 410 North Michigar. Avenue Chicago, Illinois 60613 A:tention: Mr. Steven C. Huston

Executed this 12 th day of October, 1992.

WM. WRIGLEY IR. COMPANY, a Delaware corporation

Bard, Senior Vice President

ATTEST:

Steven C. Hugton, Assistant

Secretary

STATE OF ILLINOIS

SS:

COUNTY OF COOK

The foregoing instrument was acknowledged before me this <u>it</u> th day of October, 1992 by John F. Bard and Steven C. Huston, Senior Vice President and Assistant Secretary, respectively, of Wm. Wrigley Jr. Company, a Delaware corporation, on behalf of said egrporation.

(Africtisce W. Hallman) Notary Public

My commission expires:

CHRISTINE D. HALLMAN CHRISTINE D. HALLMAN SXIVASY PORTE STAVE DE LONDO DO TOWNSS DA EXPRES DE A PL 32764473

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