

September 26, 1995

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WHEREAS, Assignee desires to acquire from Assignor, and Assignor desires to assign and transfer to Assignee, all of Assignor's right, title and interest in and to the following: (a) the Air Rights Lease, (b) the Improvements, (c) all columns, trusses, horizontal structural members, including the finished mezzanine floor, foundations and other supports for the improvements and smoke exhaust plenums, elevator pits, pumping stations and mechanical equipment (if any) located below the "Air Rights Limiting Plane" described in the Air Rights

WHEREAS, Assignor is the owner of that certain leasehold estate established pursuant to that certain lease dated April 8, 1980 by and between Chicago Union Station Company, as lessor ("Air Rights Lessor"), and TIC Associate, Assignor's successor-in-interest, as lessee (which appears as an attachment to Assignment of Lease, recorded with the County Recorder of Cook County, Illinois on October 2, 1980 as Document Number 25607453) as amended by amendments dated December 24, 1980, April 7, 1988, September 4, 1990 and December 1, 1994 (collectively, the "Air Rights Lease") located within the property legally described as Parcel 1 in Schedule "I" annexed hereto and made a part hereof situated in the City of Chicago, Cook County, Illinois, (the "Air Rights Parcel") and certain improvements constructed on the Air Rights Parcel consisting of an office building and related facilities (the "Improvements") commonly known as Gateway IV; and

WITNESSETH:

HARRIS BANK, not personally but as successor trustee to HARRIS BANK, not personally but as trustee under Trust Agreement dated September 24, 1992 and known as Trust No. 95044 ("Assignor") having an office at 850 West Jackson Boulevard, Chicago, Illinois 60607 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 ("Assignee") having an office at 33 North LaSalle Street, Chicago, Illinois 60670.

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ASSIGNMENT AND ASSUMPTION OF AIR RIGHTS LEASE (the "Assignment"), executed as of September 28, 1995 to be effective as of September 20, 1995 (the "Effective Date") by and between COLE TAYLOR

ASSIGNMENT AND ASSUMPTION OF AIR RIGHTS LEASE

RECORDER OF DEEDS
COUNTY OF COOK, ILLINOIS
RECORDED FROM 10/03/95 11:07:00
BOOK 110000 PAGE 000000
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COOK COUNTY CLERK'S OFFICE
JAN 20 2010
OFFICE OF THE CLERK
COURT HOUSE
JAN 20 2010
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Assignee hereby unconditionally and irrevocably waives any and all claims and causes of action of any nature whatsoever it may now or hereafter have against Assignor or any disclosed or undisclosed officer, director, employee, trustee, shareholder, partner, principal, parent, subsidiary or other person or entity affiliated with Assignor or any of Assignor's beneficiaries (collectively, "Assignor's Affiliates"), and hereby unconditionally and irrevocably fully releases and discharges Assignor and Assignor's Affiliates from any and all liability whatsoever which may now or hereafter accrue in favor of Assignee against Assignor or any of Assignor's Affiliates, in connection with or arising out of the Property; provided, however, the foregoing is not intended and shall not be construed as affecting any rights Assignee may have with respect to representations and warranties that expressly survive the closing (the "Closing") of the purchase/sale transaction contemplated by the terms of that certain Sale-Purchase Agreement, dated as of September 13, 1995 (the "Sale Agreement") pursuant to the terms of the Sale Agreement. Notwithstanding the foregoing terms of this paragraph, the foregoing is not intended and shall not be construed as an assumption of responsibility or liability by Assignee

ASSIGNEE HEREBY ACCEPTS the foregoing assignment and agrees that Assignor shall not be responsible to the Air Rights Lease or under the Air Rights Lease for the discharge and performance of any and all duties and obligations to be performed and/or discharged by the lessee thereunder after the date hereof, and by accepting this Assignment and by its execution hereof, Assignee hereby assumes and agrees to perform all of the terms, obligations, covenants and conditions of the Air Rights Lease on the part of the lessee therein required to be performed, after the Effective Date hereof.

TO HAVE AND TO HOLD the Property unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself, its successors and assigns, to WARRANT AND DEFEND the interests of Assignee, its successors and assigns, against every person or any part thereof, by, through or under Assignor, but not otherwise subject, however, to the Permitted Exceptions.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the agreements and covenants herein set forth, and other good and valuable consideration on this day paid and delivered by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged and confessed by Assignor, Assignor does hereby ASSIGN, TRANSFER, SET OVER, DELIVER and CONVEY unto Assignee, all of Assignor's right, title and interest in and to the Property, subject to all terms, conditions, reservations and limitations set forth in the Air Rights Lease and subject to the Permitted Exceptions set forth on Schedule "2" annexed hereto.

Lease, and all appurtenant rights, privileges, and easements belonging or in any way related thereto, including without limitation the easements described as Parcels 2, 3 and 4 in Schedule "1" annexed hereto and made a part hereof, (d) all oil, gas and mineral rights to the Air Rights Parcel, (e) all strips and gores, all alleys adjoining the Air Rights Parcel, and the land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Air Rights Parcel to the center line thereof (collectively, the "Property").

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September 26, 1995

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This instrument is executed by Assignee, not personally but solely as Assignee in the exercise of the power and authority conferred upon and vested in it as such Assignee, it is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of Assignee are undertaken by it solely in its capacity as trustee and not personally. It is further understood and agreed that the Assignee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of Assignee. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Assignee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of Assignee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder, and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the trust estate for the payment thereof.

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, undertakings and agreements herein made on the part of the Assignee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of Assignee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by Assignee or for the purpose of binding Assignee 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 Assignee 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 or shall at any time be asserted or enforceable against Assignee on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of Assignee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

This Assignment of Air Rights Lease is made without any covenant, warranty or representation by, or recourse against, Assignee or Assignee's Affiliates of any kind whatsoever; provided, however, the foregoing is not intended and shall not be construed as affecting any rights Assignee may have with respect to representations and warranties that expressly survive Closing pursuant to the terms of the Sale Agreement.

With respect to events or circumstances that occurred prior to the Effective Date, except for agents and representatives and except as expressly provided to the contrary in the Sale Agreement.

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5-10-1995

September 26, 1995

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Robert J. Maganuco
SIDLEY & AUSTIN
One First National Plaza
Chicago, Illinois 60603

AFTER RECORDING RETURN TO:

Robert F. Messerly
SONNENSCHNAIN NATH & ROSENTHAL
8000 Sears Tower
233 S. Wacker Drive
Chicago, IL 60606-6404

PREPARED BY:

95669326

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, not personally, but as
trustee as aforesaid

ASSIGNEE:

COLE TAYLOR BANK, not personally, but as
successor trustee as aforesaid

ASSIGNOR:

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be
executed as of the date first set forth above.

This document may be executed in one or more counterparts, each of which so executed
and delivered shall be deemed an original, but all of which taken together shall constitute but
one and the same instrument.

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5-10-1995

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September 26, 1995

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This document may be executed in one or more counterparts, each of which so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first set forth above.

ASSIGNOR:

COLE TAYLOR BANK, not personally, but as successor trustee as aforesaid

By:

Its

ASSIGNEE:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as trustee as aforesaid

By:

Its

[Handwritten Signature]
ASSIGNMENT TRUST DEFEER

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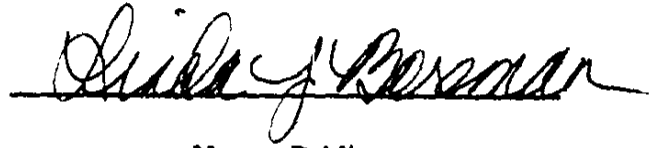
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

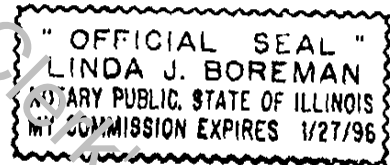
I, Linda J. Boreman, a Notary Public in and for said County, in the State aforesaid, do hereby certify that KENNETH E. [unclear] of Cole Taylor Bank as successor trustee to Harris Bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such officer of said Bank as his free and voluntary act and as the free and voluntary act of said Bank, not personally but solely as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 29th day of September, 1995.



Notary Public

My Commission expires:



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COOK COUNTY RECORDER
#6041 # D1 # -95-689326
140012 18AN 6773 10/03/95 1108100
\$55.00
DEPT-01 RECORDING

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Anita M. Lutke the TRUSTEE of American National Bank and Trust Company of Chicago, ^{AGREES} who is 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 he signed and delivered the said instrument as such officer of said Bank as his free and voluntary act and as the free and voluntary act of said Bank, not personally but solely as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 29th day of September, 1995.



[Handwritten Signature]

Notary Public

My Commission expires:

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SCHEDULE "1" TO ASSIGNMENT OF AIR RIGHTS LEASE

LEGAL DESCRIPTION

PARCEL 1:

LOT 7, EXCEPT THE WEST 122.53 FEET, OF RAILROAD COMPANIES RESUBDIVISION OF BLOCKS 62 TO 76, INCLUSIVE, 78, PARTS OF 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, 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 DATED APRIL 8, 1980 WHICH APPEARS OF RECORD AS AN ATTACHMENT TO ASSIGNMENT OF LEASE RECORDED OCTOBER 2, 1980 AS DOCUMENT NUMBER 25607453, AND WHICH IS INDICATED IN SAID APPENDIX "B" TO BE 32 FEET 10 INCHES ABOVE CHICAGO CITY DATUM, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL LAND AND SPACES BELOW THE AIR RIGHTS LIMITING PLANE DESCRIBED IN PARCEL 1 ABOVE AS ARE OCCUPIED BY COLUMNS, TRUSSES, HORIZONTAL STRUCTURAL MEMBERS, INCLUDING THE FINISHED MEZZANINE FLOOR, FOUNDATIONS AND OTHER SUPPORTS FOR THE BUILDING CONTEMPLATED BY THE LEASE DESCRIBED IN PARCEL 1 ABOVE, AND SMOKE EXHAUST PLENUMS, ELEVATOR PITS, FUEL TANKS, PUMPING STATIONS AND MECHANICAL EQUIPMENT LOCATED BELOW SAID AIR RIGHTS LIMITING PLANE FOR THE PURPOSE OF SAID CONTEMPLATED BUILDING IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AND PARCEL 2 ABOVE FOR THE CONSTRUCTION, USE, MAINTENANCE, REPAIR, REPLACEMENT OR RENEWAL FROM TIME TO TIME OF ADEQUATE COLUMNS, TRUSSES, HORIZONTAL STRUCTURAL MEMBERS, INCLUDING THE FINISHED MEZZANINE FLOOR, FOUNDATIONS, AND OTHER SUPPORTS FOR THE BUILDING CONTEMPLATED UNDER THE LEASE DESCRIBED IN PARCEL 1 ABOVE, AND SMOKE EXHAUST PLENUMS, ELEVATOR PITS, FUEL TANKS,

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PUMPING STATIONS AND MECHANICAL EQUIPMENT, IN THE LAND AND SPACE BELOW THE AIR RIGHTS LIMITING PLANE DESCRIBED IN PARCEL 1 ABOVE IN COOK COUNTY, ILLINOIS.

PARCEL 4:

A NONEXCLUSIVE APPURTENANT EASEMENT IN FAVOR OF PARCELS 1, 2 AND 3 AS CREATED BY DEED OF EASEMENT DATED JANUARY 16, 1990 AND RECORDED JANUARY 31, 1990 AS DOCUMENT 90047309 AND AS AMENDED BY FIRST AMENDMENT TO DEED OF EASEMENT RECORDED OCTOBER 9, 1990 AS DOCUMENT 90491486, MADE BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 17, 1983 AND KNOWN AS TRUST NUMBER 107292 TO GATEWAY IV JOINT VENTURE, AN ILLINOIS GENERAL PARTNERSHIP, AND OTHERS FOR THE USE OF 1,100 PUBLIC PARKING SPACES IN THE GARAGE, AS DEFINED THEREIN, WITH RIGHTS OF INGRESS AND EGRESS AND AN EASEMENT FOR THE PURPOSE OF CONSTRUCTION OF SUCH REPAIRS OR RESTORATION FOR THE PERIOD REQUIRED TO COMPLETE SUCH REPAIRS OR RESTORATION ON, OVER, AND ACROSS THE FOLLOWING DESCRIBED LEGAL DESCRIPTION:

LOTS 5, 6, 7 AND 8 (EXCEPT FROM SAID LOTS THAT PART FALLING IN ALLEY) IN BLOCK 49 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

17-16-121-003-6001 86002

300 S. Riverside
Chicago, IL

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SCHEDULE "2" TO ASSIGNMENT OF AIR RIGHTS LEASE

PERMITTED EXCEPTIONS

- (a) Such state of facts as are shown on the surveys delivered Assignee.
- (b) All liens and encumbrances resulting from any and all activities undertaken by Assignee or Assignees representatives.
- (c) Taxes for the years 1994 & 1995 for Permanent Index Number: 17-16-121-007-6001 (Affects the underlying land to Parcels 2 and 3 as shown on Schedule 1 annexed hereto). Final Installment of 1994 Taxes and 1995 Taxes are not yet due or payable.

Note: 1994 first estimated installment is \$0.00.

Note: The following described portion of PIQ is apparently not assessed for the year or years as noted herein: Year 1993 and prior.

Taxes for the years 1994 & 1995 for Permanent Index Number: 17-16-121-003-6002 (Affects Parcel 1 as shown on Schedule 1 annexed hereto). Final installment of 1994 Taxes and 1995 taxes are not yet due or payable.

Note: 1994 first estimated installment amounting to \$3,041,303.17 is paid.

Note: As returned in Schedule D of railroad. Warrants by Chicago Union Station Railroad. Town of West Chicago. Year 1993 and prior satisfied.

(d) Terms, provisions and conditions of an ordinance by the City of Chicago passed March 23, 1914 called "The Union Station Ordinance", a copy of which was recorded October 6, 1914 as Document 5507199, relating to the construction of a passenger station and railroad facilities, tracks, etc. (Affects the Air Rights Parcel and other land)

(e) Agreement dated September 18, 1915 and recorded June 15, 1932 as Document 11103007 wherein Chicago Union Station Company grants to Chicago and Alton Railroad Company, (Now Illinois Central Gulf Railroad Company) the use of its new Union Passenger Station and the railroad tracks in connection therewith. (Affects the Air Rights Parcel and other land)

(f) Perpetual easement and right of way for the construction of a conduit and for the reconstruction, maintenance, operation and use of the same in and through a strip

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of land 8 feet in width extending from a line which is 40 feet West of and parallel with the East line of South Canal Street as widened to the Easterly line of Lot 7 of Railroad Company's Resubdivision aforesaid, lying North of West Van Buren Street and South of West Jackson Boulevard, as part of the drainage system for East and West Congress Street Super Highway, as granted to City of Chicago by Chicago Union Station Company, a corporation of Illinois, in agreement dated December 15, 1950 and recorded March 16, 1951 as Document 15031722.

(g) Lease dated June 7, 1869 and recorded February 23, 1874 in Book 1 of Railway Incorporations, Page 80 as Document 15260, from Pittsburgh, filed in the Office of the Registrar of Titles Wayne and Chicago Railway Company, a Consolidated Corporation of Pennsylvania, Ohio, Indiana, and Illinois, to the Pennsylvania Railroad Company, a corporation of Pennsylvania, leasing and demising all and singular the railroad or railway now owned or operated by said Lessor from a point in the City of Pittsburgh, Pennsylvania to Chicago, Illinois and other railway property, etc., for a term of years from July 1, 1869. Such instrument does not by its express terms purport to include any after acquired property; however, if the Lessee, its successors or assigns are now exercising the rights of lessee in such lease as to land by any agreement, contract or parole license, our statement of title is made subject to such estate and leasehold, and all the rights of the lessee, its successors or assigns thereunder, and of all persons claiming under them. Note: Said instrument contains no provision for a forfeiture of or reversion of title in case of breach of condition. (Affects underlying property)

(h) Memorandum of Lease dated April 1, 1985 by and between Gateway IV Joint Venture, Landlord, and Bond Drug Company of Illinois, Tenant, recorded April 30, 1985 as Document 27529267 demising the land for a term of years beginning April 1, 1985 and terminating Two Hundred Forty full calendar months following the earlier of the date Tenant opens for business or October 1, 1985 and all rights thereunder of, and all acts done or suffered thereunder by, said Lessee or by any party claiming, by through or under said Lessee.

(i) Memorandum of Lease dated January 11, 1985 by and between Gateway IV Joint Venture, Landlord and Federal Insurance Company, Tenant. That by Lease made as of August 27, 1984 and recorded January 25, 1985 as Document 27418196, Landlord has demised and leased to Tenant, and Tenant has leased from Landlord, for an initial term of 15 years, commencing on the completion of certain improvements to be installed in the Premises all as more specifically provided in the Lease. The Premises commonly known as the Eighth Floor in the building and all rights thereunder of, and all acts done or suffered thereunder by said Lessee or by any party claiming, through or under said Lessee.

(j) Interest of persons maintaining "Chicago Freight Tunnels" located under the surface of the land as disclosed by Plat of Survey No. 1-81-3713 by Dominic L. Marchese dated February 9, 1981. (Affects Parcel 2 Only)

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(k) Provisions contained in Paragraph 15 of the Air Rights Lease to the effect that Lessor or any railroad using its facilities shall have the right at any time and from time to time after the construction and completion of the building contemplated by said Lease, but at its own cost and expense to make such changes as may seem advisable to any of them, in the supporting structures of the building below the Air Rights Limiting Plane described in Appendix "B" thereto, and in the location of supporting structures so located. (Affects Parcel 2 Only)

(l) The Title Commitment and Title Policy (when issued) should not be construed as insuring the exact size or location of the demised premises described in Parcel 2 of Schedule 1 of this Assignment.

(m) Letter dated July 24, 1981 and recorded October 6, 1981 as Document 26020679 made by Chicago Union Station Company to Gateway IV Joint Venture c/o Tishman Midwest Management Corporation granting an easement to the City of Chicago and each public utility furnishing service to the building to construct, operate, maintain, repair, replace, renew, relocate and remove from time to time, sewers, water, line, pipes, wire, cables, conduits, manholes, transformers, pedestals and other facilities.

(n) (1) Terms, provisions, and conditions relating to the easement described as Parcel 4 contained in the instrument creating such easement; (2) rights of the adjoining owner or owners to the concurrent use of the easement.

(o) Lease made by Harris Trust and Savings Bank, as Trustee under Trust Number 95044, as Landlord, to Industrial Risk Insurers, as Tenant, dated as of July 1, 1992, a Memorandum thereof which was recorded August 17, 1994 as Document No. 94730878, demising part of the land for a term of years beginning July 1, 1992 and ending June 30, 2002, and all rights thereunder or, and all acts done or suffered thereunder by, said Lessee or by any party claiming by, through, or under said Lessee. [Note: Said Lease contains 2 separate successive extension terms of 5 years each.]

(p) The land lies within the boundaries of a special service area as disclosed by Ordinance recorded as Document 91075841, also known as Service Area No. 12, and is subject to additional taxes under the terms of said Ordinance and subsequent related ordinances.

(q) Rights of Chicago Union Station Company in the improvements described in Schedule 1, as set forth in the instrument recorded as Document 25607453, which rights, together with those of Harris Trust and Savings Bank, as Trustee under Trust Agreement dated September 14, 1992 and known as Trust Number 95044 comprise fee simple title to said improvements.

(r) Rights of Chicago Union Station Company to the improvements at the end of the term of the Air Rights Lease.

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