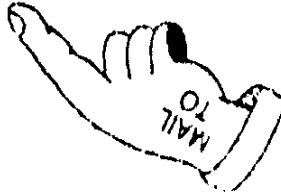


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Prepared by/Return to:
D. Albert Daspin, Esq.
Winston & Strawn
35 West Wacker Drive
Chicago, IL 60601

95119895



ASSIGNMENT OF PARKING AGREEMENT AND ASSUMPTION AGREEMENT

DEPT-01 RECORDING \$45.50
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COOK COUNTY RECORDER

THIS ASSIGNMENT OF PARKING AGREEMENT AND ASSUMPTION AGREEMENT ("Assignment") is made as of the 14 day of February, 1995, between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated December 12, 1986 and known as Trust No. 100841-01 ("Trustee") and COLUMBIA III LIMITED PARTNERSHIP, an Illinois limited partnership ("Columbia III"; Trustee and Columbia III are sometime hereinafter collectively referred to as "Assignor"), and COLUMBIA CENTRE ASSOCIATES LIMITED PARTNERSHIP, a Delaware limited partnership ("Assignee").

RECITALS:

A. By that certain Settlement Agreement dated as of December 29, 1994 ("Settlement Agreement"), Columbia III agreed to cause to be conveyed to Assignee, as part of a deed in lieu of foreclosure transaction, that certain real property legally described on Exhibit A attached hereto and made a part hereof, and commonly known as Columbia Centre III, located at 9525 Bryn Mawr, Rosemont, Illinois (the "Property").

B. By that certain Parking Agreement dated November 2, 1988 ("Parking Agreement"), a Memorandum of which was recorded on December 14, 1988 as document No. 88576474 (the "Memorandum"), between the Village of Rosemont, a municipal corporation ("Village"), Trustee and Fifield-Rosemont Associates, an Illinois joint venture ("FRA"; FRA and Trustee are sometimes hereinafter collectively referred to as "Columbia"), the Village granted to Columbia the right to use certain parking spaces in the Parking Structure located on that certain real property legally described on Exhibit B attached hereto and made a part hereof (the "Village Property"), and the parties made certain other agreements relative thereto.

C. By that certain First Amendment to Parking Agreement and Memorandum of Parking Agreement dated July 18, 1990 and recorded

Lawyers Title Insurance Corporation

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4/5/95
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July 25, 1990 as Document No. 90358728 ("Amendment"; the Parking Agreement, the Memorandum and the Amendment are sometimes hereinafter collectively referred to as the "Parking Agreement"), between the Village and Columbia, the Village granted permission to Columbia to construct the Skybridge and granted certain easements with respect thereto, and the parties amended the Parking Agreement in certain other particulars.

D. Columbia III is the successor to all right, title and interest of FRA in, to and under the Parking Agreement.

E. Concurrently herewith, Trustee in conveying the Property to Assignee by Trustee's Deed.

F. Assignor desires to assign to Assignee all of Assignor's right, title and interest in, to and under the Parking Agreement, and Assignee desires to accept such assignment and assume and agree to keep, perform and observe all of the terms, covenants, agreements and conditions contained therein on Assignor's part to be kept, performed and observed and which shall accrue from and after the date of this Assignment, subject to the terms, covenants and conditions therein contained.

NOW THEREFORE, in consideration of Ten and no/00 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the mutual covenants and agreements hereinafter set forth, Assignor and Assignee agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in, to and under the Parking Agreement, and Assignee assumes and agrees to keep, perform and observe all of the terms, covenants, agreements and conditions contained therein on Assignor's part to be kept, performed and observed and which shall accrue from and after the date of this Assignment, subject to the terms, covenants and conditions therein contained.
2. All notices to Assignee under the Parking Agreement shall be sent to Assignee at the following address:

Columbia Centre Associates Limited Partnership
3003 Summer Street
P.O. Box 7900
Stamford, Connecticut 06904
Attn: Asset Manager - Real Estate.

3. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

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4. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns.
5. Unless otherwise provided herein, all capitalized words and terms in this Assignment shall have the same meanings ascribed to such words and terms as in the Parking Agreement.
6. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This Assignment is executed by American National Bank and Trust Company of Chicago not personally but as Trustee under Trust Agreement dated December 12, 1988 and known as Trust Number 100841-01, in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that nothing in the Assignment shall be construed as creating any liability whatsoever against said Trustee, or its successors or assigns, personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability to any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, and that all personal liability of said Trustee, or its successors or assigns, of every sort, if any, is hereby expressly waived by Assignee, and by every person now or hereafter claiming any right or security hereunder, and that so far as said Trustee, or its successors or assigns, is concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the Property for the payment thereof.

[Signature Page Follows]

95130885

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IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR:

COLUMBIA III LIMITED PARTNERSHIP, an Illinois limited partnership

By: **CIIF ASSOCIATES**,
a Massachusetts general partnership, its general partner

By: **COPLEY ADVISORS, INC.**, a Massachusetts corporation, its general partner

By: _____
Its: JOHN J. MOYSEWITZ
VICE PRESIDENT

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO not personally but as Trustee under Trust Agreement dated December 12, 1988 and known as Trust Number 100841-01

By: _____

Its: _____

ASSIGNEE:

COLUMBIA CENTRE ASSOCIATES LIMITED PARTNERSHIP, a Delaware limited partnership

By: **COLUMBIA CENTRE RPFIII REALITY CORPORATION**, a Delaware corporation, its general partner

By: _____
Michael J. Strone
Its: Executive Vice President and Secretary

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IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR:

COLUMBIA III LIMITED PARTNERSHIP, an Illinois limited partnership

By: **CIIF ASSOCIATES**,
a Massachusetts general
partnership, its general partner

By: **COPLLEY ADVISORS, INC.**, a
Massachusetts general
partnership, its general
partner

By: _____
Its: _____

**AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO** not personally
but as Trustee under Trust Agreement
dated December 12, 1988 and known as
Trust Number 100841-01

By: *[Signature]*
Its: TRUST OFFICER

ASSIGNEE:

**COLUMBIA CENTRE ASSOCIATES LIMITED
PARTNERSHIP**, a Delaware limited
partnership

By: **COLUMBIA CENTRE RPFIII REALITY
CORPORATION**, a Delaware
corporation, its general partner

By: _____
Michael J. Strone
Its: **Executive Vice
President and Secretary**

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IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR:

COLUMBIA III LIMITED PARTNERSHIP, an Illinois limited partnership

By: CIIF ASSOCIATES,
a Massachusetts general
partnership, its general partner

By: COPLEY ADVISORS, INC., a
Massachusetts general
partnership, its general
partner

By: _____
Its: _____

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO not personally
but as Trustee under Trust Agreement
dated December 12, 1988 and known as
Trust Number 100841-01


By: _____

Its: _____

ASSIGNEE:

COLUMBIA CENTRE ASSOCIATES LIMITED
PARTNERSHIP, a Delaware limited
partnership

By: COLUMBIA CENTRE RPFIII REALTY
CORPORATION, a Delaware
corporation, its general partner

By: 
Michael J. Strone
Its: Executive Vice
President and Secretary

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ACKNOWLEDGEMENT AND RECEIPT

The undersigned acknowledges receipt of the foregoing Assignment and agrees to the matters therein set forth.

VILLAGE OF ROSEMONT, a municipal corporation

BY: Royce H. ...
IES: Jill ...

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COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF Suffolk)

SS:

I, the undersigned, a Notary Public in and for said County, in said Commonwealth, hereby certify that Richard J. Therrien as the Vice President of COPLEY ADVISORS, INC., a Massachusetts corporation, general partner of CIIF ASSOCIATES, a Massachusetts general partnership, general partner of COLUMBIA III LIMITED PARTNERSHIP, an Illinois Limited partnership, personally known to me as such _____, appeared before me this day in person and acknowledged that he signed and delivered the foregoing instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Official seal this 10 day of February, 1995.

Richard J. Therrien
Notary Public

(Seal)

My Commission Expires _____
RICHARD J. THERRIEN
NOTARY PUBLIC

Notary Public in and for the
State of _____
Commonwealth of Massachusetts

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STATE OF IL)
) SS:
COUNTY OF COOK)

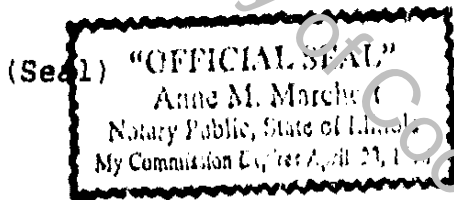
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____, an officer of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO not personally but as Trustee under Trust Agreement dated December 12, 1988 and known as Trust Number 100841-01, personally known to me as such _____, appeared before me this day in person and acknowledged that he signed and delivered the foregoing instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Official seal this _____ day of _____, 1995.

Anne M. Marchetti
Notary Public

My Commission Expires:

Notary Public in and for the State of _____



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STATE OF Connecticut)
COUNTY OF Townsend) ss.

I, Elizabeth J. Stadile, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael J. Strone, personally known to me to be the Executive Vice President and Secretary of COLUMBIA CENTRE RPFIII REALTY CORPORATION, a Delaware corporation and General Partner of COLUMBIA CENTRE ASSOCIATES LIMITED PARTNERSHIP, a Delaware limited partnership, and 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 Executive Vice President and Secretary of said corporation, as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial Seal this 15th day of January, 1995.

Elizabeth J. Stadile
Notary Public

My Commission Expires: _____

ELIZABETH J. STADILE
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 28, 1996

95119895

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STATE OF Illinois)
) SS:
COUNTY OF COOK)

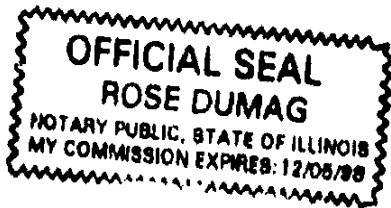
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Rose Dumag as the Wife of of the VILLAGE OF ROSEMONT, a Municipal corporation, personally known to me as such, appeared before me this day in person and acknowledged that she signed and delivered the foregoing instrument as her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Official seal this 8 day of January, 1995.

Rose Dumag
Notary Public

My Commission Expires: 12 3 98

(Seal)



Notary Public in and for the State of ILLINOIS

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EXHIBIT A

LEGAL DESCRIPTION:

PARCEL 1:

The West 558.33 feet (measured along the North line) of Lot 1 of Henry Hachmeister's Division of parts of Sections 9 and 10, Township 40 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded April 6, 1908 as Document Number 4183101, except that part thereof described as follows:

Commencing at the Northwest corner of the aforesaid Section 10; thence Southerly along the West line of said Section 10, a distance of 217 feet for the place of beginning; thence continuing Southerly along the West line of said Section 10, a distance of 200 feet; thence Easterly parallel with the South line of Bryn Mawr Avenue, a distance of 80 feet; thence Northerly parallel with the West line of said Section 10, a distance of 200 feet; thence Westerly parallel with the South line of Bryn Mawr Avenue, a distance of 80 feet to the place of beginning, in Cook County, Illinois.

PARCEL 2:

A perpetual, non-exclusive easement in, under and upon the easement Parcel (as described in Exhibit C) solely for the use of a sanitary sewer and for the purpose of servicing and maintaining the sanitary sewer and extension in accordance with the provisions of Paragraphs 2 and 3 in the agreement as created, defined and limited in that certain easement agreement dated March 1, 1989 and recorded January 24, 1990 as Document Number 90037337.

PARCEL 3:

Easement over portions of the Village of Rosemont property to the South of Parcel 1 as may be incidental to the use of that certain Skybridge connecting the 9 story building on the land with the multi-level concrete parking facility on the land to the South as created, defined and limited by instrument recorded July 25, 1990 as Document 90358728.

Permanent Tax Number: 12-10-100-051 Volume: 063

Address: 9525 W. Bryn Mawr Avenue
Rosemont, Illinois

95113895

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EXHIBIT B

THE WEST 307.5 FEET OF THAT PART OF LOT 1 IN ROSEMONT-WILLIAM STREET ADDITION, BEING A SUBDIVISION OF PART OF LOT 2 IN HENRY HACHMEISTER'S DIVISION IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 1, 249.83 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 1, IN COOK COUNTY, ILLINOIS.

ALSO:

THAT PART OF LOT 1 IN ROSEMONT WILLIAM STREET ADDITION BEING A SUBDIVISION OF PART OF LOT 2 IN HENRY HACHMEISTER'S DIVISION IN THE NORTH WEST 1/4 OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A LINE AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 1 249.83 FEET EAST OF THE NORTH WEST CORNER OF SAID LOT 1, IN COOK COUNTY, ILLINOIS.

ALSO:

THAT PART OF LOT 2 IN ROSEMONT WILLIAM STREET ADDITION BEING A SUBDIVISION OF PART OF LOT 2 IN HENRY HACHMEISTER'S DIVISION IN THE NORTH WEST 1/4 OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE DRAWN OVER A POINT ON THE WEST LINE OF SAID LOT, 53.65 FEET SOUTH OF THE NORTH WEST CORNER OF SAID LOT TO THE NORTH EAST CORNER OF SAID LOT IN COOK COUNTY, ILLINOIS.

PIN:

12-10-100-103
12-10-100-114
12-10-100-090
12-10-100-093

Address:

Williams Street and N. River Road
Rosemont, Illinois

95113855

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