

UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

RECEIVED

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H. STUART CUNNINGHAM
UNITED STATES DISTRICT COURT

NATIONAL RAILROAD PASSENGER
CORPORATION, a District of Columbia
Corporation,

Plaintiff,

v.

AMERICAN PREMIER UNDERWRITERS, INC.,
formerly known as THE PENN CENTRAL
CORPORATION, 222 RIVERSIDE PLAZA CORP.,
and UNKNOWN OWNERS.

Defendants.

Civil Action No.

95C 2277

Judge Nordberg

1677

DECLARATION OF TAKING AS TO THE
INTEREST OF AMERICAN PREMIER UNDERWRITERS, INC.,
FORMERLY KNOWN AS THE PENN CENTRAL CORPORATION.

Plaintiff, The National Railroad Passenger Corporation
("Amtrak"), pursuant to 49 U.S.C. § 24311, files this
Declaration of Taking as to the interests of defendant,
American Premier Underwriters, Inc., formerly known as The
Penn Central Corporation ("APUI"), in the property subject to
the above-captioned matter, and declares as follows:

1. Amtrak is taking the property which is the
subject of this action under authority of 49 U.S.C. § 24311,
which authorizes Amtrak to acquire any right-of-way, land or
other property which is required for intercity rail passenger
service.

2. Amtrak is taking such property for use in
intercity rail passenger service and is presently intending
to use the property as a reservation facility and for related
uses.

3. A description of the property taken from APUI
("APUI Subject Property") sufficient for identification
thereof is set forth in Exhibit A attached hereto and in
Paragraph 3 of the Complaint for Condemnation.

4. A plan showing approximately the property to
be taken from APUI is in the form of a drawing attached
hereto as Exhibit B.

BOX 333-CTI

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DEPARTMENT

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5. By this Taking, the Air Rights Lease (as described in Exhibit A) is bifurcated so that Amtrak thereby becomes a lessor of the Air Rights Lease with respect to the bifurcated Black Box Parcel (as described in Exhibit A) and APUI shall remain a lessor of the balance of the demised area.

6. Amtrak estimates that the just compensation due APUI, for its interest in the property to be taken described on Exhibit A attached hereto is ONE THOUSAND (\$1,000.00) DOLLARS and other valuable consideration and payments described within the settlement agreement attached hereto as Exhibit C and said the sum of \$1,000 has been deposited with the Clerk of the Court for the use of the persons entitled thereto, simultaneously with the filing of this Declaration of Taking.

NATIONAL RAILROAD PASSENGER CORPORATION



Attorney at Law
one of its attorneys

Langdon D. Neal
Earl L. Neal & Associates
111 West Washington Street
Suite 1700
Chicago, Illinois 60602
(312-641-7144)

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EXHIBIT A TO DECLARATION OF TAKING TO THE INTERESTS OF AMERICAN PREMIER UNDERWRITERS, INC. ("APUI")

The property being taken from American Premier Underwriters, Inc. ("APUI Subject Property") is described as follows:

1. All of APUI's fee simple interest above a horizontal plane of air rights in Lot 5 above 25.70 feet CCD and APUI's interest, if any, in Lot 6, in a portion of a parcel of property located at 444 West Jackson Boulevard in Chicago, Illinois consisting of those portions of Lot 5 and 6 in Railroad Companies' Resubdivision of Blocks 62 and 76, both inclusive, Block 78, parts of Block 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 of said resubdivision recorded in the Recorder's Office of Cook County, Illinois on March 29, 1924 in Book 188 of Plats at Page 16, as Document 8339751, said parcel also being bounded and described as those portions of Lot 5 and Lot 6, bounded on the east by the Chicago River, on the south by Jackson Boulevard, on the west by Canal Street and on the north by a line which is the south face of the southerly columns of the 222 South Riverside Plaza Building extended east to the Chicago River and west to Canal Street ("Black Box Parcel") to the extent that each such interest is in the Black Box Parcel.

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2. Together with any interest APUI owns in (a) any easements appurtenant to the Black Box Parcel, (b) any improvements in the Black Box Parcel, and (c) any rights APUI owns as a lessor under that certain lease dated January 15, 1969 and recorded January 31, 1969 as Document 20744919, which lease was further supplemented by letter agreements dated December 3, 1970 and December 1, 1972 and by instruments dated November 29, 1977 and recorded November 30, 1977 as Documents 24217054, 24217055, 24217056 and 24217057 and by instruments recorded November 30, 1977 as Documents 24217079, 24217080 and 24217081 with respect to the above-described parcel but not with respect to that part of Lots 5 and 6 not included in the Black Box Parcel (said lease as amended and supplemented is hereafter referred to as the "Air Rights Lease").

3. Together with any interests APUI has in any residuary rights to improvements at the termination of the above-described Air Rights Lease with respect to the Black Box Parcel only, including any rights in the excepted space as described in such lease with respect to the Black Box Parcel only.

4. The interests above-described to be taken from APUI do not include APUI's interests, if any, prior to the termination of the Air Rights Lease by lapse of time or otherwise in that portion of the existing driveway area, two planters (one on each side of the entrance to the driveway area along Jackson Boulevard), elevated loading docks and

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ramps, entrance way and service corridor to the freight elevators located in the 222 South Riverside Plaza Building to the extent that those interests are located on the Black Box Parcel and were not previously taken by Amtrak pursuant to a condemnation action filed in the United States District Court for the Northern District of Illinois, Eastern Division, Case No. 89 C 1631 (the "Loading Deck Area").

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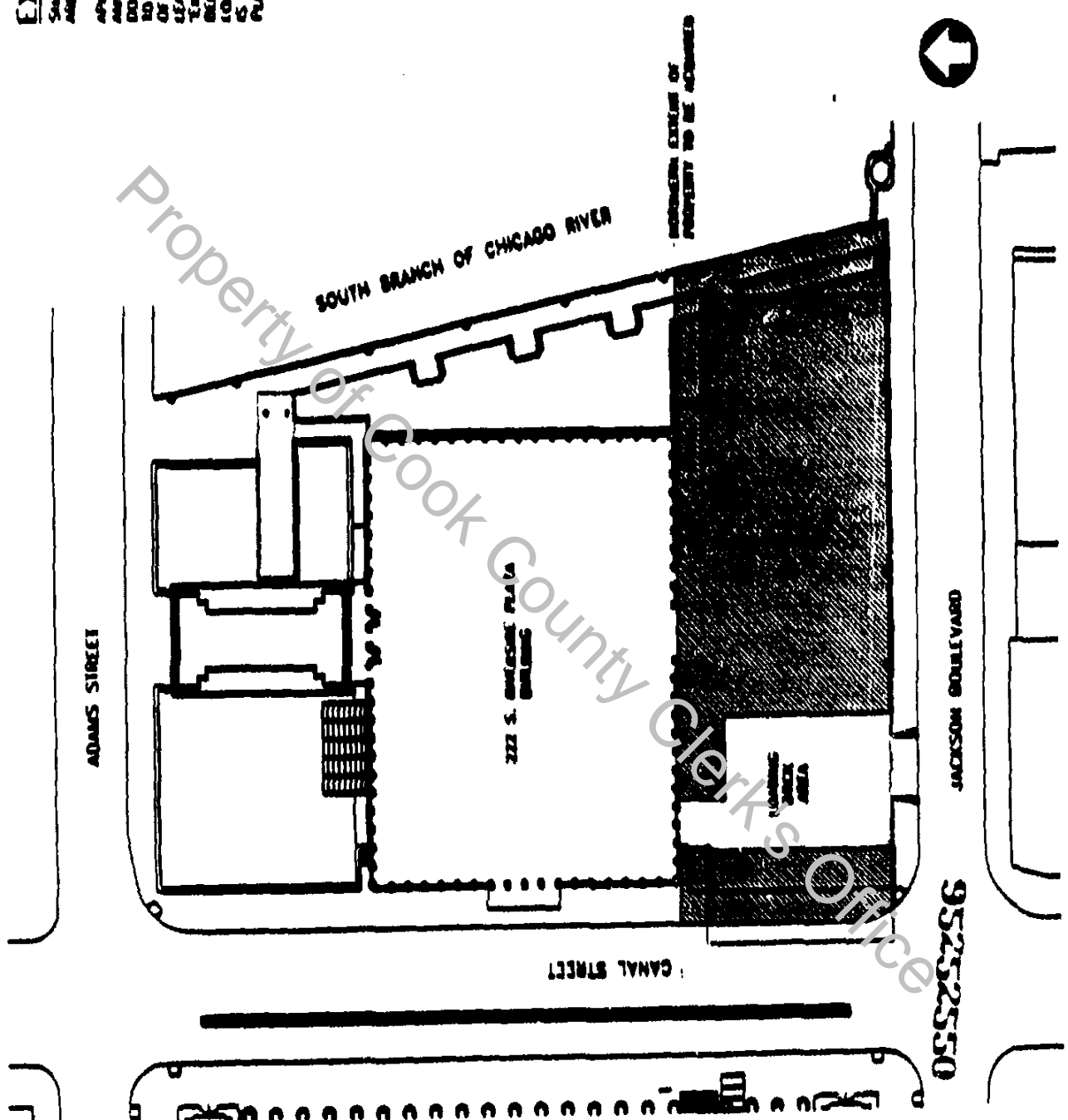
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EXHIBIT B

SHADED AREA IS AREA TO BE LAMINATED

APPLICANT'S INTEREST IN THE LOADING DOCK AREA PRIOR TO THE TERMINATION OF THE AIR RIGHTS LEASE DESCRIBED IN PARAGRAPH 11.01 OF THE LEASE IS THE BEING LAMINATED THE LOADING DOCK AREA IS AT APPROXIMATELY PLAZA LEVEL.



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NORTHERN EXTREME OF PROPERTY TO BE ACQUIRED

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SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is entered into this 5th day of April, 1995 by and between AMERICAN PREMIER UNDERWRITERS, INC., a Pennsylvania corporation ("APUI") on the one hand, and CHICAGO UNION STATION COMPANY, an Illinois corporation ("CUSCO"), and the NATIONAL RAILROAD PASSENGER CORPORATION, a District of Columbia corporation ("AMTRAK"), on the other.

RECITALS

A. 222 Riverside Plaza Corp., a Delaware Corporation ("222") is the record owner of (1) the leasehold estate created under a lease executed by CUSCO, Penn Central Company and Pittsburgh Fort Wayne and Chicago Railway Company, as lessor, and Tishman-Adams, Inc. and LaSalle National Bank, as Trustee under a Trust Agreement dated August 15, 1968 and known as Trust No. J8499, as lessee, dated January 15, 1969, and recorded January 31, 1969 as Document 20744319, which lease was further supplemented by letter agreements dated December 3, 1970 and December 1, 1972, and by instruments dated November 29, 1977 and recorded November 30, 1977 as Documents 24217054, 24217055, 24217056 and 24217057, and by instruments recorded November 30, 1977 as Documents 24217079, 24217080 and 24217081 (said lease as amended and supplemented is hereinafter referred to as the "Air Rights Lease"), (2) the leasehold estate created under a lease executed by CUSCO, as lessor, and Tishman Station Corp. and LaSalle National Bank, as Trustee under a Trust Agreement dated August 15,

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1968 and known as Trust No. 38499, as lessee, dated June 1, 1977 and recorded November 1, 1977 as Document 24173017 (the "Ancillary Prime Lease"), (3) the leasehold estate created by a lease between CUSCO, as lessor, and LaSalle National Bank, as Trustee under a Trust Agreement dated December 1, 1983 and known as Trust No. 107363, as lessee, dated April 19, 1989 and recorded April 19, 1989 as Document 89173340 (the "Master Lease"), and (4) a high-rise building located on a portion of said leasehold estates, commonly known as 222 South Riverside Plaza, Chicago, Illinois (the "222 Building"), and has or contemporaneously will become the record owner of a low-rise building now located on a portion of said leasehold estates commonly known as 444 West Jackson Boulevard, Chicago, Illinois (the "Black Box").

B. The properties demised pursuant to the Air Rights Lease, the Ancillary Prime Lease and the Master Lease are legally described on Exhibits A, B and C respectively, attached hereto. Attached hereto as Exhibit D is a legal description of the parcel of land comprising the Black Box and the plaza adjoining the same, including the loading dock area (which parcel is hereinafter referred to as the "Black Box Parcel").

C. CUSCO is a lessor under the Air Rights Lease and the sole lessor under the Master Lease and the Ancillary Prime Lease and owns a 50% undivided fee estate in Lot 5 above a horizontal plane the elevation of which is 22.50 feet above the top of the highest rail of the right of way

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conveyed to Consolidated Rail Corporation by deed recorded in the Recorder's Office of Cook County, Illinois on August 16, 1978 as Document No. 24,586,165 and which is also 25.70 feet above Chicago City Datum ("CCD"), and 100% fee estate in Lot 6.

D. CUSCO is a wholly-owned subsidiary of AMTRAK;

E. APUI changed its name from The Penn Central Corporation and is the owner of all the right, title and interest of Penn Central Company and the Pittsburgh, Fort Wayne and Chicago Railway Company, as lessors in the Air Rights Lease, and owns a 50% undivided fee estate in Lot 5 above a horizontal plane the elevation of which is 22.50 feet above the top of the highest rail of the right of way conveyed to Consolidated Rail Corporation by deed recorded in the Recorder's Office of Cook County, Illinois on August 16, 1978 as Document No. 24,586,165 and which is also 25.70 feet above CCD.

F. APUI has claimed previously an interest in the buildings located in the air rights above the Mezzanine level in that part of Lot 6 included in the demised premises of the Air Rights Lease, an interest in the air rights above the Mezzanine level in that part of Lot 6 included in the demised premises of the Air Rights Lease, an interest in the loading dock area located in that part of Lot 6 included in the demised premises of the Air Rights Lease, and the right to construct, use, maintain, repair, replace or renew, in the Concourse level and Mezzanine level below the buildings, the

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air rights in which they are constructed and the real estate lying thereunder, adequate columns, trusses, horizontal structural members, including the finished Plaza and Mezzanine floors, foundations and other reasonably required supports for any building now or hereafter constructed on, in, over or above such Mezzanine level, Concourse level or underlying real estate, and reasonably required smoke exhaust plenums, elevator pits, fuel tanks, pumping stations and mechanical equipment used in connection with any such buildings, all of which interests and rights claimed do not include the property that was taken pursuant to that certain Declaration of Taking (n) Amended Declaration of Taking by AMTRAK in 1989 filed in the United States District Court for the Northern District of Illinois, Eastern Division, in Civil Action 89 C 1631, and which claims of interests and rights by APUI are disputed by CUSCO and AMTRAK:

G. AMTRAK is about to file an action (the "Condemnation Action") in the United States District Court, Northern District of Illinois, Eastern Division, (a) to take by eminent domain any and all interests of APUI in the Black Box Parcel, including, without limitation, APUI's 50% undivided fee estate in the portion of Lot 5 falling in the Black Box Parcel, its rights under the Air Rights Lease to receive any rents relative to the Black Box Parcel, and its rights, if any, in the reversionary interest which APUI would have in the Black Box Parcel, the Black Box and any other improvements in the Black Box Parcel including the Plaza and

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any and all equipment therein and thereon and all structural elements above and below the surface of the Plaza at the expiration of the Air Rights Lease and any easements appurtenant to any of the above described interests, but excluding from the taking from APUI the interests, if any, of APUI until the termination of the Air Rights Lease by lapse of time or otherwise in the loading dock area in the Black Box Parcel (the interests and property of APUI to be taken under said action are hereinafter referred to as the "APUI Condemned Property"), and (b) to take by eminent domain (i) any and all of the leasehold estate of 222 in the Black Box Parcel, including, without limitation, all of 222's leasehold estate created by the Ancillary Prime Lease, the portions of the plaza situated in the Black Box Parcel and the air space above the Black Box Parcel, (ii) any and all interests of 222 in the portion of the Black Box Parcel situated below the surface of the plaza, and (iii) any and all interest of 222 in the Black Box itself, including, without limitation, any and all mechanical equipment therein and thereon and all structural elements above and below the surface of the plaza, but excluding from the taking from 222 the loading dock area located in the Black Box Parcel.

H. To avoid the time and expense of protracted litigation to determine the amount of the award in the Condemnation Action, and with due regard to the uncertainties of such litigation, the parties hereto desire to provide for

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the settlement of the Condemnation Action, as hereinafter set forth.

In consideration of the premises and of the mutual covenants and conditions hereinafter contained, IT IS HEREBY AGREED AS FOLLOWS:

1. The above recitals are hereby incorporated into and made a part of the Settlement Agreement.
2. The parties agree that the Declaration of Taking of APUI interests to be issued in connection with the Condemnation Action shall be as set forth in Exhibit E attached hereto.
3. Although 222 is not a party to this Settlement Agreement, the taking of the 222 interests in accordance with the Condemnation Action shall be a condition precedent to the performance by the parties hereto of their obligations hereunder. The parties agree that the "Date of Taking", for the purposes hereof, shall be the later of (a) the vesting of title in AMTRAK to the interest of 222 in the Black Box Parcel pursuant to the Condemnation Action, or (b) the vesting of title in AMTRAK to the interest of APUI in the Black Box Parcel pursuant to the Condemnation Action.
4. AMTRAK agrees that it will cause the final order in the Condemnation Action to provide that the taking of the 222 interests in the Ancillary Prime Lease, the Master Lease and the Air Rights Lease shall

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include the bifurcation of the Air Rights Lease and Master Lease, so that 222 will have no obligations relative to the Black Box Parcel (except the loading dock area on the Black Box Parcel) which accrue after the Date of Taking and a subsequent default by the then lessee of the Ancillary Prime Lease and the bifurcated leases for the Black Box Parcel will not be a default under the Air Rights Lease or the Master Lease for the balance of the leased area ("222 Parcel") and a subsequent default by 222 under its bifurcated leases for the 222 Parcel will not be a default under the Ancillary Prime Lease, the Master Lease and the Air Rights Lease for the bifurcated Black Box Parcel.

5. On the Date of Taking of this Agreement, AMTRAK shall deliver or cause to be delivered to APUI, c/o Robert H. Goldman or Thomas F. Geselbracht, Rudnick & Wolfe, 203 N. LaSalle Street, Suite 1800, Chicago, Illinois 60601, a check payable to the order of American Premier Underwriters, Inc., in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) and a duly executed duplicate original of the release in the form attached hereto as Exhibit F and AMTRAK shall deliver or cause to be delivered to 222 a duly executed duplicate original of the release in the form attached hereto as Exhibit F.

6. Because the takings in the Condemnation Action will effect a bifurcation of the lease of the premises demised pursuant to the Air Rights Lease, AMTRAK, CUSCO

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and APUI agree to reasonably co-operate with each other in resolving such issues as access, set-backs, density restrictions as they relate to the 222 Building, the Black Box or any other buildings or improvements now on or to be erected on the 222 Parcel or the Black Box Parcel. Amtrak, CUSCO and APUI also agree that the minimum annual rent under the bifurcated Air Rights Lease for the 222 Parcel will be recalculated pursuant to paragraph 2 of the bifurcated Air Rights Lease for the 222 Parcel, as will minimum annual rent under similar air rights leases at the properties commonly known as 10 South Riverside Plaza and 120 South Riverside Plaza. When minimum annual rent is so recalculated, no aspect of this Agreement or APUI's receipt of payment for Amtrak's taking of the APUI Condemned Property shall be used, or usable by Amtrak or CUSCO in any way to recalculate said minimum annual rent. Notwithstanding the foregoing, it is CUSCO's position (which APUI reserves the right to dispute) that CUSCO's rentals are calculated pursuant to the bifurcated Master Lease for the 222 Parcel and pursuant to the master leases for 10 and 120 South Riverside Plaza and not pursuant to the bifurcated Air Rights Lease for the 222 Parcel and the similar air rights leases for 10 and 120 South Riverside Plaza.

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7. Upon termination of the Air Rights Lease for the 222 Parcel by lapse of time or otherwise, CUSCO agrees that should APUI or its successors and assigns:

a. then own fee title to the 222

Building and any other building then located in the air rights above the mezzanine level in that part of Lot 6 included in the demised premises of the bifurcated Air Rights Lease for the 222 Parcel, or

b. then own fee title to the air rights above the mezzanine level in that part of Lot 6 included in the demised premises of the bifurcated Air Rights Lease for the 222 Parcel, or

c. then own an undivided interest or interest in common or jointly in the fee of the 222 Building or any other building or air rights above the mezzanine level in that part of Lot 6 included in the demised premises of the bifurcated Air Rights Lease for the 222 Parcel, with the then owner of CUSCO's interest in same, and (2) there is a loading dock on the Black Box Parcel serving a building located on the 222 Parcel then and only for so long as there is a loading dock on the Black Box Parcel serving a building on the 222 Parcel CUSCO shall grant, or cause to be granted, to APUI, or its successors and assigns (in common with the other then owners if APUI or its successors and assigns do not then own the entire fee to the

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building and the air rights), a non-exclusive easement for ingress and egress by persons, motor vehicles, and material and merchandise and the non-exclusive right to use the loading dock presently located off Jackson Street for deliveries to and from the building on the 222 Parcel, or (ii) there is a Black Box on the Black Box Parcel with a passageway for ingress and egress to and from a building on the 222 Parcel from Jackson Boulevard, then and only for so long as the passageway exists, CUSCO shall grant, or cause to be granted, to APUI, or its successors and assigns (in common with the other then owners if APUI or its successors and assigns do not then own the entire fee to the building and the air rights), a non-exclusive easement for ingress and egress by tenants of the building on the 222 Parcel and their employees and invitees, in, over and through the existing passageway between Jackson Boulevard and the building on the 222 Parcel during normal business hours.

d. In addition, if APUI or its successors or assigns shall then own one of the interests described in subsections 7a, 7b or 7c above at the termination of the Air Rights Lease and there are pump facilities in the Black Box Parcel then serving a building on the 222 Parcel, CUSCO and

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AMTRAK agree to grant or cause to be granted to APUI (in common with the other then owners if APUI or its successors and assigns do not then own the entire fee in the building and the air rights) a non-exclusive right to use the pump facilities for so long as the facilities service a building on the 222 Parcel, provided that APUI shall reimburse the then owner of the pump facilities for its allocable share of its reasonable costs for operating and maintaining the pump facilities.

e. As part of the settlement of the Condemnation Action, AMTRAK, as Optionor, and 222, as Optionee, are entering into an Option Agreement (the "Option Agreement"), a copy of which has been delivered to APUI. In the event that 222 exercises Option I described in the Option Agreement and constructs improvements in the Black Box Parcel for which additional Base Minimum Rent and/or Percentage Rent (both defined in the Master Lease) are paid to AMTRAK and/or CUSCO, AMTRAK and CUSCO agree to pay to APUI or its successor or assign, who is then a lessor under the Air Rights Lease, a total of 7.562% of such additional Base Minimum Rent and/or Percentage Rent received by them from Optionee attributable to those improvements so constructed on the Black Box Parcel for the term for which Option I is exercised, each payment to be

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made within 30 days after receipt of the payment from Optionee.

8. Notwithstanding any other provision of this Settlement Agreement, the parties to this Settlement Agreement acknowledge, understand and agree that this is a settlement of the rights, claims and positions of the parties regarding the Black Box Parcel only and that the parties do not waive or release any other right, claim or position that they may have with respect to each other, including, any other right, claim or position arising in connection with the to be bifurcated Air Rights Lease with respect to the 222 Parcel, except that CUSCO releases any claims it may have under the Air Rights Lease to the amounts paid to APUI pursuant to this Settlement Agreement, and except that APUI does not hereby release, but hereby reserves and excludes, any claims it has or may have against 222 or related entities and that 222 and related entities are not intended third-party beneficiaries of this Settlement Agreement; and that nothing in this Settlement Agreement or with respect to any action taken pursuant to this Settlement Agreement, including, without limitation, the settlement amount, shall be construed as an admission relating to, or interpretation of, any leases for the 222 Parcel, including, without limitation, the to be bifurcated Air Rights Lease, or any other agreements between the parties, or as having any res judicata,

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collateral estoppel, or precedential effect with respect to any matters or property, including without limitation the air rights for the 222 Parcel, or any issues, claims, agreements or relationships by or between the parties other than the rights, claims, and positions of the parties regarding the Black Box Parcel.

9. As between APUI, on the one hand, and CUSCO and AMTRAK on the other hand, each party hereto does hereby release and forever discharge each other party and, by these presents, do for their respective officers, directors, employees, stockholders, assignees, partners, and administrators, hereby remise, release and forever discharge each other as well as their officers, directors, employees, stockholders, assignees, partners and administrators of and from all manner of action, causes of action, loss or damage whatsoever in law or in equity with respect to all claims which each such party may have against such other parties as a result of the taking as described herein or in the Condemnation Action; provided, however, that the foregoing release shall not release any party hereto from any obligations, covenants or agreements to be performed by said party pursuant to this Agreement.

10. It is expressly understood that nothing in this Settlement Agreement and nothing with respect to any action taken pursuant to this Settlement Agreement shall be construed as an admission of any liability or

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non-liability by any party to this Settlement Agreement or by their employees, agents, officers, directors, stockholders, assignees, partners, or administrators, but that this settlement is in compromise of a disputed claim.

11. This Agreement sets forth the entire compensation to be given APUI for the taking in the Condemnation Action and APUI hereby agrees that if, as a result of the Condemnation Action, any other awards are paid or payable to APUI, APUI shall immediately pay or deliver said awards or compensation to AMTRAK. In furtherance of the foregoing, APUI hereby assigns to AMTRAK all its right, title and interest in and to any such awards. APUI agrees not to challenge or contest AMTRAK's right to take by eminent domain the APUI Condemned Property or the compensation to be paid for such taking or for severance damages, if any.

12. All notices, demands, elections or other instruments required, permitted or desired to be served hereunder shall be in writing and shall be sent certified or registered mail, postage prepaid, addressed as set forth below or by Federal Express or similar overnight delivery service providing written proof of delivery. Any notice, demand, election or other instrument so delivered shall be deemed received when delivered or when delivery is refused. Addresses for service of notice may be changed by written notice

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served at least ten (10) days prior to the effective date of any such change.

If to CUSCO:

Chicago Union Station Company
210 South Canal Street
Chicago, IL 60606
Attention: Managing Director - Real Estate

and to:

CUSCO
c/o AMTRAK
60 Massachusetts Avenue, N.E.
Washington, DC 20002
Attention: General Solicitor

and to:

Ronald Ian Reicin, Esq.
Jenner & Block
One IBM Plaza
Chicago, IL 60611

If to AMTRAK:

AMTRAK
60 Massachusetts Avenue, N.E.
Washington, DC 20002
Attention: General Solicitor

and to:

Ronald Ian Reicin, Esq.
Jenner & Block
One IBM Plaza
Chicago, IL 60611

If to APUI:

American Premier Underwriters, Inc.
One East Fourth Street
Cincinnati, OH 45202
Attention: Vice President - Real Estate

and to:

American Premier Underwriters, Inc.
One East Fourth Street
Cincinnati, OH 45202
Attention: General Counsel

and to:

Robert H. Goldman, Esq.
Rudnick & Wolfe
Suite 1800
203 N. LaSalle St.
Chicago, IL 60601

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of this Agreement are not materially frustrated. Failure to enforce this Agreement against any default shall not constitute a waiver of such default or of any of the obligations under this Agreement.

14. This Agreement may be amended only by an instrument signed by all the parties hereto.

15. This Agreement shall be governed by the laws of the District of Columbia.

16. This Agreement shall not provide third parties with any remedy, claim, liability, reimbursement, claim of action or other right.

17. This Agreement shall be binding upon and inure to the benefit of the parties and their respective assigns and successors in interest.

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served at least ten (10) days prior to the effective date of any such change.

If to CUSCO:

Chicago Union Station Company
210 South Canal Street
Chicago, IL 60606
Attention: Managing Director - Real Estate

and to:

CUSCO
c/o AMTRAK
60 Massachusetts Avenue, N.E.
Washington, DC 20002
Attention: General Solicitor

and to:

Ronald Ian Reicin, Esq.
Jenner & Block
One IBM Plaza
Chicago, IL 60611

If to AMTRAK:

AMTRAK
60 Massachusetts Avenue, N.E.
Washington, DC 20002
Attention: General Solicitor

and to:

Ronald Ian Reicin, Esq.
Jenner & Block
One IBM Plaza
Chicago, IL 60611

If to APUI:

American Premier Underwriters, Inc.
One East Fourth Street
Cincinnati, OH 45202
Attention: Vice President - Real Estate

and to:

American Premier Underwriters, Inc.
One East Fourth Street
Cincinnati, OH 45202
Attention: General Counsel

and to:

Robert H. Goldman, Esq.
Rudnick & Wolfe
Suite 1800
203 N. LaSalle St.
Chicago, IL 60601

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13. The invalidity of any covenant, restriction, condition, limitation or any other part or provisions of this Agreement shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Agreement, provided the general intent and purpose of this Agreement are not materially frustrated.

Failure to enforce this Agreement against any default shall not constitute a waiver of such default or of any of the obligations under this Agreement.

14. This Agreement may be amended only by an instrument signed by all the parties hereto.

15. This Agreement shall be governed by the laws of the District of Columbia.

16. This Agreement shall not provide third parties with any remedy, claim, liability, reimbursement, claim of action or other right.

17. This Agreement shall be binding upon and inure to the benefit of the parties and their respective assigns and successors in interest.

18. The parties acknowledge and state that they have received advice of counsel regarding this Settlement Agreement and regarding their rights and obligations hereunder, that they have, through their respective duly authorized officers or agents, read and understand that this is a Settlement Agreement and that they intend to be legally bound by the same.

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19. This Agreement may be executed in counterparts, each of which may serve as an original as to the party signing it.

IN WITNESS WHEREOF, the parties, by persons duly authorized, have executed this Settlement Agreement, as of the day and year first written.

AMERICAN PREMIER UNDERWRITERS,
INC., a Pennsylvania corporation

ATTEST:

By: *[Signature]*
Its: Senior Vice President

By: *[Signature]*
Its: Assistant Secretary

CHICAGO UNION STATION COMPANY,
an Illinois corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

NATIONAL RAILROAD PASSENGER
CORPORATION, a District of
Columbia corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

Settlement Agr
1/17/99

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12/20/2019

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19. This Agreement may be executed in counterparts, each of which may serve as an original as to the party signing it.

IN WITNESS WHEREOF, the parties, by persons duly authorized, have executed this Settlement Agreement, as of the day and year first written.

AMERICAN PREMIER UNDERWRITERS,
INC., a Pennsylvania corporation

ATTEST:

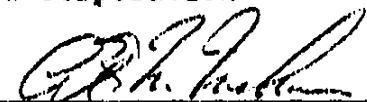
By: _____
Its: _____

By: _____
Its: _____

CHICAGO UNION STATION COMPANY,
an Illinois corporation

By: 
Its: President

NATIONAL RAILROAD PASSENGER
CORPORATION, a District of
Columbia corporation

By: 
Its: Chief Executive Officer
Intercity Rail Service
Amtrak

SETTLEM5.AGR
(APU1)

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03/21/2018

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STATE OF OHIO

SS

COUNTY OF HAMILTON

I, Sharon Koster, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert W. Olson, personally known to me to be the Sr. V. Pres. of AMERICAN PREMIER UNDERWRITERS, INC. and Pamela S. Meyers, personally known to me to be the Asst. Secretary of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as Sr. Vice Pres. and Asst. Secretary of said corporation, and caused the Corporate Seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their 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 5th day of April, 1995.

Sharon Koster
Notary Public

My Commission expires:

SHARON KOSTER
Notary Public, State of Ohio
My Commission Expires January 31, 1998

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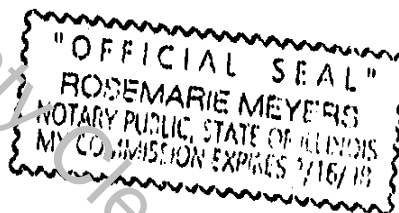
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Rosemarie Meyers, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Arthur E. McMahon, personally known to me to be the President of CHICAGO UNION STATION COMPANY, an Illinois corporation, 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 President of said corporation, pursuant to authority given by 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 7th day of April, 1995.

Rosemarie Meyers

Notary Public



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02/25/20

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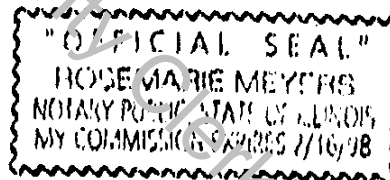
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Rosemarie Meyers, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Arthur E. McMahon, personally known to me to be the Chief Executive Officer, Intercity Rail Service, Amtrak, of NATIONAL RAILROAD PASSENGER CORPORATION, a District of Columbia corporation, 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 Chief Executive Officer, Intercity Rail Service, Amtrak, of said corporation, pursuant to authority given by 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 7th day of April, 1995.

Rosemarie Meyers

Notary Public



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AMTRAK, CUSCO - APUI
SETTLEMENT

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY DEMISED PURSUANT TO AIR RIGHTS LEASE

PARCEL A-1:

ALL THAT PARCEL OF LAND, BEING THAT PORTION ABOVE THE EXCEPTED SPACE HEREINAFTER DEFINED, OF THAT CERTAIN PARCEL OF LAND IN THE COUNTY OF COOK, STATE OF ILLINOIS, TOGETHER WITH THE IMPROVEMENTS THEREON, INCLUDING THE COLUMNS, FOUNDATIONS AND SUPPORTS THEREOF CONSTRUCTED WITHIN THE EXCEPTED SPACE.

A PARCEL OF LAND COMPRISED OF LOT 5 AND PART OF LOT 6 IN RAILROAD COMPANIES' RESUBDIVISION OF BLOCKS 62 TO 76, BOTH INCLUSIVE, BLOCK 78, PARTS OF BLOCKS 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 OF SAID RESUBDIVISION RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON MARCH 29, 1924 IN BOOK 188 OF PLATS AT PAGE 16, AS DOCUMENT 8339751, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH EAST CORNER OF SAID LOT 5 AND RUNNING THENCE SOUTHWARDLY ALONG THE EASTERLY LINE OF SAID LOT 5 A DISTANCE OF 203.465 FEET TO AN ANGLE POINT IN SAID EASTERLY LOT LINE; THENCE CONTINUING SOUTHWARDLY ALONG SAID EASTERLY LOT LINE A DISTANCE OF 203.34 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5; THENCE WEST ALONG THE SOUTH LINE OF SAID LOTS 5 AND 6 A DISTANCE OF 336.0 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH LINE OF LOT 6 WITH THE EAST LINE OF THE WEST 20 FEET OF SAID LOT 6; THENCE NORTH ALONG SAID EAST LINE OF THE WEST 20 FEET OF LOT 6 A DISTANCE OF 396.545 FEET TO ITS INTERSECTION OF THE NORTH LINE OF SAID LOT 6; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 6 AND OF SAID LOT 5 A DISTANCE OF 247.50 FEET TO THE POINT OF BEGINNING.

EXCEPTING, HOWEVER, FROM THE PARCEL OF LAND ABOVE DESCRIBED THE RESPECTIVE PORTIONS THEREOF LYING BELOW OR BENEATH THE LEVEL OF THE TOP OF THE FINISH FLOOR SLAB OF THE MEZZANINE FLOOR OF THE 222 SOUTH RIVERSIDE PLAZA BUILDING AND THE TOP OF THE FINISH FLOOR SLAB OF THE PLAZA LEVEL BETWEEN THE CIRCUMSCRIBING WALLS OF THE MEZZANINE OF SAID BUILDING AND THE PROPERTY LINE, BEING DESIGNATED AS PLUS 17.50 FEET AND PLUS 32.50 FEET, RESPECTIVELY, AS SHOWN ON THE TRANSVERSE SECTION AND LONGITUDINAL SECTION OF SAID BUILDING ATTACHED TO LEASE DATED JANUARY 15, 1969 AND REFERRED TO AS APPENDIX B, WHICH SECTION PLANS ARE MADE A PART OF THIS DESCRIPTION. THE ELEVATION SHOWN ON SAID SECTION PLANS HAVE REFERENCE TO CHICAGO CITY DATUM AS EXISTING ON OCTOBER 21, 1968.

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PARCEL A-2:

ALL THAT PARCEL OF LAND, TAKEN AS A TRACT, BEING THAT PORTION ABOVE THE SPACE EXCEPTED, TOGETHER WITH IMPROVEMENTS THEREON, INCLUDING THE COLUMNS, FOUNDATIONS AND SUPPORTS THEREOF CONSTRUCTED WITHIN THE EXCEPTED SPACE, HEREINAFTER DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING THAT PART OF LOT 6 IN SAID RAILROAD COMPANIES' RESUBDIVISION LYING BELOW AND EXTENDING DOWNWARD FROM A HORIZONTAL PLANE AT AN ELEVATION OF 32.50 FEET ABOVE CHICAGO CITY DATUM, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF SAID LOT 6 WITH THE EAST LINE OF THE WEST 115.75 FEET OF SAID LOT 6, AND RUNNING THENCE NORTH ALONG SAID EAST LINE OF THE WEST 115.75 FEET OF LOT 6, A DISTANCE OF 11.36 FEET TO AN INTERSECTION WITH A LINE WHICH IS 105.75 FEET SOUTH FROM AND PARALLEL WITH THE SOUTHERLY FACE OF THE MOST SOUTHERLY ROW OF COLUMNS SUPPORTING A MULTI-STORY OFFICE BUILDING SITUATED ON SAID LOT 6, SAID POINT OF INTERSECTION BEING THE POINT OF BEGINNING OF SAID HEREINAFTER DESCRIBED PART OF LOT 6; THENCE CONTINUING NORTH ALONG SAID EAST LINE OF THE WEST 115.75 FEET OF LOT 6, A DISTANCE OF 81.50 FEET TO AN INTERSECTION WITH A LINE WHICH IS 24.25 FEET SOUTH FROM AND PARALLEL WITH SAID SOUTHERLY FACE OF SAID MOST SOUTHERLY ROW OF COLUMNS; THENCE EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 18.25 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE WEST 134.00 FEET OF SAID LOT 6; THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 134.00 FEET OF LOT 6, A DISTANCE OF 81.50 FEET TO AN INTERSECTION WITH SAID LINE WHICH IS 105.75 FEET SOUTH FROM AND PARALLEL WITH THE SOUTHERLY FACE OF SAID MOST SOUTHERLY ROW OF COLUMNS; AND THENCE WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 18.25 FEET TO THE POINT OF BEGINNING.

EXCEPTING HOWEVER FROM THE NORTH 13.75 FEET OF SAID PARCEL OF LAND THAT PORTION THEREOF LYING BELOW OR BENEATH THE LEVEL OF THE TOP OF THE FINISHED FLOOR SLAB OF THE GROUND FLOOR OF THE MERCANTILE EXCHANGE BUILDING WHICH IS AT AN ELEVATION OF 30.83 FEET ABOVE CHICAGO CITY DATUM, AND EXCEPTING FROM THE SOUTH 18.00 FEET OF THE NORTH 31.75 FEET OF SAID PARCEL OF LAND THAT PORTION THEREOF LYING BELOW OR BENEATH THE LEVEL OF THE TOP OF THE FINISHED FLOOR SLAB OF THE GROUND FLOOR OF SAID BUILDING WHICH IS AT AN ELEVATION OF 30.25 FEET ABOVE CHICAGO CITY DATUM, AND EXCEPTING FROM THE REMAINDER OF SAID PARCEL OF LAND THAT PORTION THEREOF LYING BELOW OR BENEATH THE LEVEL OF THE TOP OF THE FINISHED FLOOR SLAB OF THE GROUND FLOOR OF SAID BUILDING IN SAID REMAINDER WHICH IS AT AN ELEVATION OF 28.25 FEET ABOVE SAID CHICAGO CITY DATUM.

ALSO

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A PARCEL OF LAND BEING THAT PART OF LOT 6 IN SAID RAILROAD COMPANIES' RESUBDIVISION LYING BELOW AND EXTENDING DOWNWARD FROM A HORIZONTAL PLANE AT AN ELEVATION OF 32.50 FEET ABOVE CHICAGO CITY DATUM, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF SAID LOT 6 WITH THE EAST LINE OF THE WEST 161.00 FEET OF SAID LOT 6, AND RUNNING

THENCE NORTH ALONG THE EAST LINE OF THE WEST 161.00 FEET OF SAID LOT 6, A DISTANCE OF 11.65 FEET TO AN INTERSECTION WITH A LINE WHICH IS 105.75 FEET SOUTH FROM AND PARALLEL WITH THE SOUTHERLY FACE OF THE MOST SOUTHERLY ROW OF COLUMNS SUPPORTING A MULTI-STORY OFFICE BUILDING SITUATED ON SAID LOT 6, SAID POINT OF INTERSECTION BEING THE POINT OF BEGINNING FOR SAID HEREINAFTER DESCRIBED PART OF LOT 6;

THENCE CONTINUING NORTH ALONG SAID EAST LINE OF THE WEST 161.00 FEET OF LOT 6, A DISTANCE OF 107.08 FEET TO AN INTERSECTION WITH A LINE WHICH IS 1.33 FEET NORTH FROM AND PARALLEL WITH SAID SOUTHERLY FACE OF SAID MOST SOUTHERLY ROW OF COLUMNS;

THENCE EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 59.50 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE WEST 220.50 FEET OF SAID LOT 6;

THENCE SOUTH ALONG THE EAST LINE OF THE WEST 220.50 FEET OF SAID LOT 6, A DISTANCE OF 25.58 FEET TO AN INTERSECTION WITH A LINE WHICH IS 24.25 FEET SOUTH FROM AND PARALLEL WITH SAID SOUTHERLY FACE OF SAID MOST SOUTHERLY ROW OF COLUMNS;

THENCE EAST ALONG SAID PARALLEL LINE AND ALONG SAID PARALLEL LINE EXTENDED, A DISTANCE OF 57.75 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE WEST 278.25 FEET OF SAID LOT 6;

THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 278.25 FEET OF LOT 6, A DISTANCE OF 14.25 FEET;

THENCE WEST ALONG A LINE PERPENDICULAR TO THE EAST LINE OF THE WEST 278.25 FEET AFORESAID, A DISTANCE OF 45.25 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE WEST 233.00 FEET OF SAID LOT 6;

THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 233.00 FEET OF LOT 6, A DISTANCE OF 17.00 FEET;

THENCE EAST ALONG A LINE PERPENDICULAR TO THE EAST LINE OF THE WEST 233.00 FEET AFORESAID, A DISTANCE OF 45.25 FEET TO AN INTERSECTION WITH SAID EAST LINE OF THE WEST 278.25 FEET OF LOT 6;

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THENCE SOUTH ALONG THE EAST LINE OF THE WEST 278.25 FEET AFORESAID, A DISTANCE OF 50.25 FEET TO AN INTERSECTION WITH SAID LINE WHICH IS 105.75 FEET SOUTH FROM AND PARALLEL WITH THE SOUTHERLY FACE OF SAID MOST SOUTHERLY ROW OF COLUMNS; AND

THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 117.25 FEET TO THE POINT OF BEGINNING.

EXCEPTING HOWEVER FROM THAT PART OF SAID PARCEL OF LAND LYING WEST OF THE EAST LINE OF THE WEST 259.79 FEET OF SAID LOT 6 THAT PORTION THEREOF LYING BELOW OR BENEATH THE LEVEL OF THE TOP OF THE FINISHED FLOOR SLAB OF THE GROUND FLOOR OF THE MERCANTILE EXCHANGE BUILDING WHICH IS AT AN ELEVATION OF 30.00 FEET ABOVE CHICAGO CITY DATUM, AND EXCEPTING FROM THOSE PORTIONS OF SAID PARCEL OF LAND LYING EAST OF SAID EAST LINE OF THE WEST 259.79 FEET OF SAID LOT 6 THOSE PORTIONS THEREOF LYING BELOW OR BENEATH THE LEVEL OF THE TOP OF THE FINISHED FLOOR SLAB OF THE GROUND FLOOR OF SAID BUILDING WHICH IS AT AN ELEVATION OF 28.33 FEET ABOVE CHICAGO CITY DATUM, AND EXCEPTING FROM SAID PARCEL OF LAND THE WEST 1.25 FEET OF THE NORTH 1.33 FEET THEREOF OCCUPIED BY A COLUMN, AND ALSO EXCEPTING THOSE PARTS THEREOF OCCUPIED BY SIX OTHER COLUMNS OF SAID MOST SOUTHERLY ROW OF COLUMNS, EACH OF WHICH SIX COLUMNS MEASURES 2.50 FEET FROM EAST TO WEST AND EXTENDS 1.33 FEET SOUTHWARDLY INTO AND UPON SAID PREMISES FROM THE MOST NORTHERLY NORTH LINE THEREOF;

AND ALSO EXCEPT FROM SAID PARCELS A-1 AND A-2 THOSE PARTS THEREOF TAKEN BY THE NATIONAL RAILROAD PASSENGER CORPORATION IN CONDEMNATION PURSUANT TO THE CONDEMNATION ACTION FILED IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DIVISION OF ILLINOIS, EASTERN DIVISION, CASE NUMBER 89 C 1631;

ExhibitA.Doc
1/19/99

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AMTRAK, CUSCO - APUI
SETTLEMENT

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY DEMISED PURSUANT TO ANCILLARY PRIME LEASE

THE PROPERTY AND SPACE LYING BETWEEN HORIZONTAL PLANES WHICH ARE 42.25 FEET AND 90 FEET, RESPECTIVELY, ABOVE CHICAGO CITY DATUM, AND ENCLOSED BY PLANES EXTENDING VERTICALLY UPWARD FROM THE SURFACE OF THE EARTH, OF A PARCEL OF LAND COMPRISED OF A PART OF LOT 6, AND OF A PART OF SOUTH CANAL STREET LYING WEST OF AND ADJOINING SAID LOT 6, IN RAILROAD COMPANIES' RESUBDIVISION OF BLOCKS 62 TO 76, BOTH INCLUSIVE, BLOCK 78, PARTS OF BLOCKS 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, WHICH PARCEL OF LAND IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF THE WEST 20 FEET OF LOT 6, AT A POINT WHICH IS 0.938 FEET NORTH FROM THE SOUTH LINE OF SAID LOT 6, AND RUNNING THENCE WEST ALONG A LINE PERPENDICULAR TO THE EAST LINE OF THE WEST 20 FEET AFORESAID, A DISTANCE OF 25.416 FEET; THENCE NORTH, PARALLEL WITH THE WEST LINE OF SAID LOT 6, A DISTANCE OF 101.083 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 25.416 FEET TO AN INTERSECTION WITH THE EASE LINE OF THE WEST 20 FEET OF SAID LOT 6; AND THENCE SOUTH ALONG THE EAST LINE OF THE WEST 20 FEET AFORESAID, A DISTANCE OF 101.083 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Exhibit B.Lee
1/19/95

Recorder's Office

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AMTRAK, CUSCO - APUI
SETTLEMENT

EXHIBIT C

LEGAL DESCRIPTION OF PROPERTY DEMISED PURSUANT TO MASTER LEASE

PARCEL C-1:

ALL THAT PARCEL OF LAND, BEING THAT PORTION ABOVE THE SPACE EXCEPTED, HEREINAFTER DEFINED, OF THAT CERTAIN PARCEL OF LAND IN THE COUNTY OF COOK, STATE OF ILLINOIS, TOGETHER WITH THE IMPROVEMENTS THEREON, INCLUDING THE COLUMNS, FOUNDATIONS AND SUPPORTS THEREOF CONSTRUCTED WITHIN THE EXCEPTED SPACE:

A PARCEL OF LAND COMPRISED OF AN UNDIVIDED 50 PERCENT INTEREST IN AND TO THAT PART OF LOT 5 LYING ABOVE A HORIZONTAL PLANE THE ELEVATION OF WHICH IS 25.70 FEET ABOVE THE CHICAGO CITY DATUM AND THAT PART OF LOT 6 IN RAILROAD COMPANIES' RESUBDIVISION OF BLOCKS 62 TO 76, BOTH INCLUSIVE, BLOCK 78, PARTS OF BLOCKS 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 OF SAID RESUBDIVISION RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON MARCH 29, 1924 IN BOOK 188 OF PLATS AT PAGE 16, AS DOCUMENT 8339751, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 5 AND RUNNING THENCE SOUTHWARDLY ALONG THE EASTERLY LINE OF SAID LOT 5, A DISTANCE OF 203.465 FEET TO AN ANGLE POINT IN SAID EASTERLY LOT LINE; THENCE CONTINUING SOUTHWARDLY ALONG SAID EASTERLY LOT LINE, A DISTANCE OF 203.34 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5; THENCE WEST ALONG THE SOUTH LINE OF SAID LOTS 5 AND 6, A DISTANCE OF 336.0 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH LINE OF LOT 6 WITH THE EAST LINE OF THE WEST 20 FEET OF SAID LOT 6; THENCE NORTH ALONG SAID EAST LINE OF THE WEST 20 FEET OF LOT 6, A DISTANCE OF 396.545 FEET TO ITS INTERSECTION OF THE NORTH LINE OF SAID LOT 6; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 6 AND OF SAID LOT 5, A DISTANCE OF 247.50 FEET TO THE POINT OF BEGINNING;

EXCEPTING, HOWEVER, FROM THE PARCEL OF LAND ABOVE DESCRIBED THE RESPECTIVE PORTIONS THEREOF LYING BELOW OR BENEATH THE LEVEL OF THE TOP OF THE FINISH FLOOR SLAB OF THE MEZZANINE FLOOR OF THE 222 SOUTH RIVERSIDE PLAZA BUILDING AND THE TOP OF THE FINISH FLOOR SLAB OF THE PLAZA LEVEL BETWEEN THE CIRCUMSCRIBING WALLS OF THE MEZZANINE OF SAID BUILDING AND THE PROPERTY LINE, BEING DESIGNATED AS PLUS 17.50 FEET AND PLUS 32.50 FEET, RESPECTIVELY, AS SHOWN ON THE TRANSVERSE SECTION AND LONGITUDINAL SECTION OF SAID BUILDING ATTACHED TO LEASE DATED JANUARY 15, 1969 AND RECORDED JANUARY 31, 1969 AS

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DOCUMENT 20744919 AND REFERRED TO THEREIN AS APPENDIX 'B', WHICH SECTION PLANS ARE MADE A PART OF THIS DESCRIPTION. THE ELEVATION SHOWN ON SAID SECTION PLANS HAVE REFERENCE TO CHICAGO CITY DATUM AS EXISTING ON OCTOBER 21, 1968.

PARCEL C-2:

ALL THAT PARCEL OF LAND, TAKEN AS A TRACT, BEING THAT PORTION ABOVE THE SPACE EXCEPTED, TOGETHER WITH THE IMPROVEMENTS THEREON, INCLUDING THE COLUMNS, FOUNDATIONS AND SUPPORTS THEREOF WITHIN THE EXCEPTED SPACE, HEREINAFTER DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING THAT PART OF LOT 6 IN RAILROAD COMPANIES' RESUBDIVISION LYING BELOW AND EXTENDING DOWNWARD FROM A HORIZONTAL PLANE AT AN ELEVATION OF 32.50 FEET ABOVE CHICAGO CITY DATUM, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF SAID LOT 6 WITH THE EAST LINE OF THE WEST 115.75 FEET OF SAID LOT 6, AND RUNNING THENCE NORTH ALONG SAID EAST LINE OF THE WEST 115.75 FEET OF LOT 6, A DISTANCE OF 11.36 FEET TO AN INTERSECTION WITH A LINE WHICH IS 105.75 FEET SOUTH FROM AND PARALLEL WITH THE SOUTHERLY FACE OF THE MOST SOUTHERLY ROW OF COLUMNS SUPPORTING A MULTI-STORY OFFICE BUILDING SITUATED ON SAID LOT 6, SAID POINT OF INTERSECTION BEING THE POINT OF BEGINNING OF SAID HEREINAFTER DESCRIBED PART OF LOT 6; THENCE CONTINUING NORTH ALONG SAID EAST LINE OF THE WEST 115.75 FEET OF LOT 6, A DISTANCE OF 81.50 FEET TO AN INTERSECTION WITH A LINE WHICH IS 24.25 FEET SOUTH FROM AND PARALLEL WITH SAID SOUTHERLY FACE OF SAID MOST SOUTHERLY ROW OF COLUMNS; THENCE EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 18.25 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE WEST 134.00 FEET OF SAID LOT 6; THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 134.00 FEET OF LOT 6, A DISTANCE OF 81.50 FEET TO AN INTERSECTION WITH SAID LINE WHICH IS 105.75 FEET SOUTH FROM AND PARALLEL WITH THE SOUTHERLY FACE OF SAID MOST SOUTHERLY ROW OF COLUMNS; AND THENCE WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 18.25 FEET TO POINT OF BEGINNING;

EXCEPTING HOWEVER FROM THE NORTH 13.75 FEET OF SAID PARCEL OF LAND THAT PORTION THEREOF LYING BELOW OR BENEATH THE LEVEL OF THE TOP OF THE FINISHED FLOOR SLAB OF THE GROUND FLOOR OF THE MERCANTILE EXCHANGE BUILDING WHICH IS AT AN ELEVATION OF 30.83 FEET ABOVE CHICAGO CITY DATUM, AND EXCEPTING FROM THE SOUTH 18.00 FEET OF THE NORTH 31.75 FEET OF SAID PARCEL OF LAND THAT PORTION THEREOF LYING BELOW OR BENEATH THE LEVEL OF THE TOP OF THE FINISHED FLOOR SLAB OF THE GROUND FLOOR OF SAID BUILDING WHICH IS AT AN ELEVATION OF 30.25 FEET ABOVE CHICAGO CITY DATUM, AND EXCEPTING FROM THE REMAINDER OF SAID PARCEL OF LAND THAT PORTION THEREOF LYING BELOW OR BENEATH THE LEVEL OF THE TOP OF THE FINISHED FLOOR SLAB OF THE GROUND

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FLOOR OF SAID BUILDING IN SAID REMAINDER WHICH IS AT AN ELEVATION OF 28.25 FEET ABOVE SAID CHICAGO CITY DATUM.

ALSO

A PARCEL OF LAND BEING THAT PART OF LOT 6 IN SAID RAILROAD COMPANIES' RESUBDIVISION LYING BELOW AND EXTENDING DOWNWARD FROM A HORIZONTAL PLANE AT AN ELEVATION OF 32.50 FEET ABOVE CHICAGO CITY DATUM, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF SAID LOT 6 WITH THE EAST LINE OF THE WEST 161.00 FEET OF SAID LOT 6, AND RUNNING THENCE NORTH ALONG THE EAST LINE OF THE WEST 161.00 FEET OF SAID LOT 6, A DISTANCE OF 11.65 FEET TO AN INTERSECTION WITH A LINE WHICH IS 105.75 FEET SOUTH FROM AND PARALLEL WITH THE SOUTHERLY FACE OF THE MOST SOUTHERLY ROW OF COLUMNS SUPPORTING A MULTI-STORY OFFICE BUILDING SITUATED ON LOT 6, SAID POINT OF INTERSECTION BEING THE POINT OF BEGINNING FOR THE HEREINAFTER, DESCRIBED PART OF LOT 6; THENCE CONTINUING NORTH ALONG THE EAST LINE OF THE WEST 161.00 FEET OF LOT 6, A DISTANCE OF 107.00 FEET TO AN INTERSECTION WITH A LINE WHICH IS 1.33 FEET NORTH FROM AND PARALLEL WITH SAID SOUTHERLY FACE OF SAID MOST SOUTHERLY ROW OF COLUMNS; THENCE EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 59.50 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE WEST 220.50 FEET OF SAID LOT 6; THENCE SOUTH ALONG THE EAST LINE OF THE WEST 220.50 FEET OF SAID LOT 6, A DISTANCE OF 25.58 FEET TO AN INTERSECTION WITH A LINE WHICH IS 24.25 FEET SOUTH FROM AND PARALLEL WITH SAID SOUTHERLY FACE OF SAID MOST SOUTHERLY ROW OF COLUMNS; THENCE EAST ALONG SAID PARALLEL LINE AND ALONG SAID PARALLEL LINE EXTENDED, A DISTANCE OF 57.75 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE WEST 278.25 FEET OF SAID LOT 6; THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 278.25 FEET OF LOT 6, A DISTANCE OF 14.25 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE EAST LINE OF THE WEST 278.25 FEET AFORESAID, A DISTANCE OF 45.25 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE WEST 233.00 FEET OF SAID LOT 6; THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 233.00 FEET OF LOT 6, A DISTANCE OF 17.00 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO THE EAST LINE OF THE WEST 233.00 FEET AFORESAID, A DISTANCE OF 45.25 FEET TO AN INTERSECTION WITH SAID EAST LINE OF THE WEST 278.25 FEET OF LOT 6; THENCE SOUTH ALONG THE EAST LINE OF THE WEST 278.25 FEET AFORESAID, A DISTANCE OF 50.25 FEET TO AN INTERSECTION WITH SAID LINE WHICH IS 105.75 FEET SOUTH FROM AND PARALLEL WITH THE SOUTHERLY FACE OF SAID MOST SOUTHERLY ROW OF COLUMNS; THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 117.25 FEET TO THE POINT OF BEGINNING;

EXCEPTING HOWEVER FROM THAT PART OF SAID PARCEL OF LAND LYING WEST OF THE EAST LINE OF THE WEST 259.79 FEET OF SAID LOT 6 THAT PORTION THEREOF LYING BELOW OR BENEATH THE LEVEL OF THE TOP OF THE FINISHED FLOOR SLAB OF THE GROUND FLOOR OF THE

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MERCANTILE EXCHANGE BUILDING WHICH IS AT AN ELEVATION OF 30.00 FEET ABOVE CHICAGO CITY DATUM, AND EXCEPTING FROM THOSE PORTIONS OF SAID PARCEL OF LAND LYING EAST OF SAID EAST LINE OF THE WEST 259.79 FEET OF SAID LOT 6 THOSE PORTIONS THEREOF LYING BELOW OR BENEATH THE LEVEL OF THE TOP OF THE FINISHED FLOOR SLAB OF THE GROUND FLOOR OF SAID BUILDING WHICH IS AT AN ELEVATION OF 28.33 FEET ABOVE CHICAGO CITY DATUM, AND EXCEPTING FROM SAID PARCEL OF LAND THE WEST 1.25 FEET OF THE NORTH 1.33 FEET THEREOF OCCUPIED BY A COLUMN AND ALSO EXCEPTING THOSE PARTS THEREOF OCCUPIED BY SIX OTHER COLUMNS OF SAID MOST SOUTHERLY ROW OF COLUMNS, EACH OF WHICH SIX COLUMNS, MEASURE 2.50 FEET FROM EAST TO WEST AND EXTENDS 1.33 FEET SOUTHWARDLY INTO AND UPON SAID PREMISES FROM THE MOST NORTHERLY LINE THEREOF;

AND ALSO EXCEPTING FROM SAID PARCEL C-1 AND PARCEL C-2 THE RESPECTIVE PORTIONS THEREOF TAKEN BY THE NATIONAL RAILROAD PASSENGER CORPORATION IN CONDEMNATION PURSUANT TO THE CONDEMNATION ACTION FILED IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION, CASE NUMBER 89 C 1631.

PARCEL C-3:

NON-EXCLUSIVE EASEMENTS OF USE, INGRESS AND EGRESS AND FOR OTHER PURPOSES AS AN APPURTENANCE TO THE ESTATE AND INTEREST DESCRIBED AS PARCELS C-1 AND C-2 ABOVE, CREATED AND GRANTED BY THAT CERTAIN EASEMENT AND OPERATING AGREEMENT MADE BY AND BETWEEN LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 1, 1983 AND KNOWN AS TRUST NUMBER 107363 AND CHICAGO UNION STATION COMPANY, A CORPORATION OF ILLINOIS, DATED APRIL 19, 1989 AND RECORDED APRIL 19, 1989 AS DOCUMENT 89173341, IN, OVER AND ACROSS CERTAIN ADJOINING LAND MORE PARTICULARLY DESCRIBED THEREIN, IN COOK COUNTY, ILLINOIS.

ExhibitC.Doc
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EXHIBIT D

LEGAL DESCRIPTION OF BLACK BOX PARCEL

A parcel of land comprised of those portions of Lots 5 and 6 (except the west 20 feet of Lot 6) in Railroad Companies' Resubdivision of Blocks 62 and 76, both inclusive, Block 78, part of Blocks 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 of Resubdivision recorded in the Recorder's Office of Cook County, Illinois on March 29, 1924 in Book 188 of Plats at Page 16, as Document 8339751, lying south of a line which is the south face of the southerly columns of the 222 South Riverside Place Building extended east to the Chicago River and west to Canal Street.

And the property and space lying between horizontal planes which are 42.25 feet and 90.00 feet, respectively, above Chicago City Datum, and enclosed by planes extending vertically upward from the surface of the earth, of a parcel of land comprised of a part of Lot 6, and of a part of south Canal Street lying west of and adjoining said Lot 6, in Railroad Companies' Resubdivision of Blocks 62 and 76, both inclusive, Block 78, parts of Blocks 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 which parcel of land is bounded and described as follows:

Beginning on the east line of the west 20 feet of Lot 6, at a point which is 0.938 feet north from the south line of said Lot 6, and running thence west along a line perpendicular to the east line of the west 20 feet aforesaid, a distance of 25.416 feet; thence north, parallel with the west line of said Lot 6, a distance of 101.083 feet; thence east along a line perpendicular to the last described course, a distance of 25.416 feet to an intersection with the east line of the west 20 feet of said Lot 6; and thence south along the east line of the west 20 feet aforesaid, a distance of 101.083 feet to the point of beginning.

All in Cook County, Illinois

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EXHIBIT B
UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

NATIONAL RAILROAD PASSENGER
CORPORATION, a District of Columbia
Corporation,

Plaintiff,

v.

Civil Action No.

AMERICAN PREMIER UNDERWRITERS, INC.,
formerly known as THE PENN CENTRAL
CORPORATION, 222 RIVERSIDE PLAZA CORP.,
and UNKNOWN OWNERS.

Defendants.

DECLARATION OF TAKING AS TO THE
INTEREST OF AMERICAN PREMIER UNDERWRITERS, INC.,
FORMERLY KNOWN AS THE PENN CENTRAL CORPORATION

Plaintiff, The National Railroad Passenger Corporation ("Amtrak"), pursuant to 49 U.S.C. § 24311, files this Declaration of Taking as to the interests of defendant, American Premier Underwriters, Inc., formerly known as The Penn Central Corporation ("APUI"), in the property subject to the above-captioned matter, and declares as follows:

1. Amtrak is taking the property which is the subject of this action under authority of 49 U.S.C. § 24311, which authorizes Amtrak to acquire any right-of-way, land or other property which is required for intercity rail passenger service.

2. Amtrak is taking such property for use in intercity rail passenger service and is presently intending to use the property as a reservation facility and for related uses.

3. A description of the property taken from APUI ("APUI Subject Property") sufficient for identification thereof is set forth in Exhibit A attached hereto and in Paragraph 3 of the Complaint for Condemnation.

4. A plan showing approximately the property to be taken from APUI is in the form of a drawing attached hereto as Exhibit B.

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5. By this Taking, the Air Rights Lease (as described in Exhibit A) is bifurcated so that Amtrak thereby becomes a lessor of the Air Rights Lease with respect to the bifurcated Black Box Parcel (as described in Exhibit A) and APUI shall remain a lessor of the balance of the demised area.

6. Amtrak estimates that the just compensation due APUI, for its interest in the property to be taken described on Exhibit A attached hereto is ONE THOUSAND (\$1,000.00) DOLLARS and other valuable consideration and payments described within the settlement agreement attached hereto as Exhibit C and said the sum of \$1,000 has been deposited with the Clerk of the Court for the use of the persons entitled thereto, simultaneously with the filing of this Declaration of Taking.

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____
one of its attorneys

Langdon D. Neal
Earl L. Neal & Associates
111 West Washington Street
Suite 1700
Chicago, Illinois 60602
(312-641-7144)

Declar3.Doc
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EXHIBIT A TO DECLARATION OF TAKING TO THE INTERESTS OF AMERICAN PREMIER UNDERWRITERS, INC. ("APUI")

The property being taken from American Premier Underwriters, Inc. ("APUI Subject Property") is described as follows:

1. All of APUI's fee simple interest above a horizontal plane of air rights in Lot 5 above 25.70 feet CCD and APUI's interest, if any, in Lot 6, in a portion of a parcel of property located at 444 West Jackson Boulevard in Chicago, Illinois consisting of those portions of Lot 5 and 6 in Railroad Companies' Resubdivision of Blocks 62 and 76, both inclusive, Block 78, parts of Block 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 of said resubdivision recorded in the Recorder's Office of Cook County, Illinois on March 29, 1924 in Book 188 of Plats at Page 16, as Document 8339751, said parcel also being bounded and described as those portions of Lot 5 and Lot 6, bounded on the east by the Chicago River, on the south by Jackson Boulevard, on the west by Canal Street and on the north by a line which is the south face of the southerly columns of the 222 South Riverside Plaza Building extended east to the Chicago River and west to Canal Street ("Black Box Parcel") to the extent that each such interest is in the Black Box Parcel.

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2. Together with any interest APUI owns in (a) any easements appurtenant to the Black Box Parcel, (b) any improvements in the Black Box Parcel, and (c) any rights APUI owns as a lessor under that certain lease dated January 15, 1969 and recorded January 31, 1969 as Document 20744919, which lease was further supplemented by letter agreements dated December 3, 1970 and December 1, 1972 and by instruments dated November 29, 1977 and recorded November 30, 1977 as Documents 24217054, 24217055, 24217056 and 24217057 and by instruments recorded November 30, 1977 as Documents 24217079, 24217080 and 24217081 with respect to the above-described parcel but not with respect to that part of Lots 5 and 6 not included in the Black Box Parcel (said lease as amended and supplemented is hereafter referred to as the "Air Rights Lease").

3. Together with any interests APUI has in any residuary rights to improvements at the termination of the above-described Air Rights Lease with respect to the Black Box Parcel only, including any rights in the excepted space as described in such lease with respect to the Black Box Parcel only.

4. The interests above-described to be taken from APUI do not include APUI's interests, if any, prior to the termination of the Air Rights Lease by lapse of time or otherwise in that portion of the existing driveway area, two planters (one on each side of the entrance to the driveway area along Jackson Boulevard), elevated loading docks and

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ramps, entrance way and service corridor to the freight elevators located in the 222 South Riverside Plaza Building to the extent that those interests are located on the Black Box Parcel and were not previously taken by Amtrak pursuant to a condemnation action filed in the United States District Court for the Northern District of Illinois, Eastern Division, Case No. 89 C 1631 (the "Loading Dock Area").

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EXHIBIT B

SHADED AREA IS APPLICANT'S INTEREST, IF ANY, IN THE LOADING DOCK AREA PRIOR TO THE TERMINATION OF THE AIR RIGHTS LEASE DESCRIBED IN EXHIBIT A. IS NOT BEING TAKEN. THE LOADING DOCK AREA IS AT APPROXIMATELY PLAZA LEVEL.

ADAMS STREET

SOUTH BRANCH OF CHICAGO RIVER

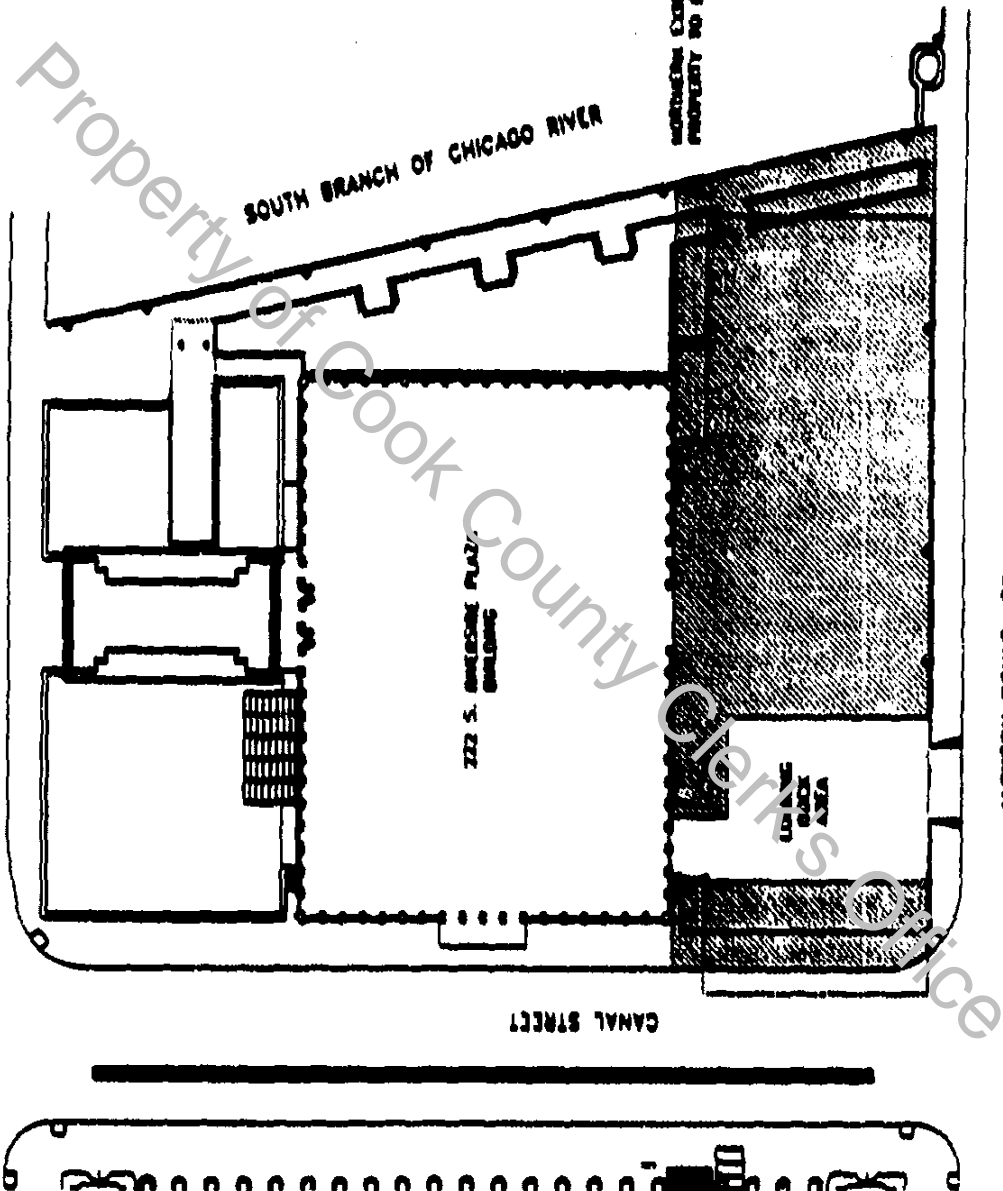
722 S. ABERDEEN PLAZA BUILDING

NORTHERN EXTENSION OF PROPERTY TO BE ACQUIRED

CANAL STREET

JACKSON BOULEVARD

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EXHIBIT F

MUTUAL LIMITED RELEASE AND AGREEMENT

This Mutual Limited Release and Agreement is entered into this ___ day of _____, 199__ by AMERICAN PREMIER UNDERWRITERS, INC., a Pennsylvania corporation, and 222 RIVERSIDE PLAZA CORP., a Delaware corporation.

PREMISES

A. 222 Riverside Plaza Corp., a Delaware corporation ("222"), is the successor lessee under a lease executed by Chicago Union Station Company ("CUSCO"), Penn Central Company and Pittsburgh, Fort Wayne and Chicago Railway, as lessor, and Tishman-Adams, Inc. and LaSalle National Bank as Trustee under a Trust Agreement dated August 15, 1968 and known as Trust No. 38499, as lessee, dated January 15, 1969 and recorded January 31, 1969 as document 20744919, which lease was further supplemented by letter agreements dated December 3, 1970 and December 1, 1972 and by instruments dated November 29, 1977 and recorded November 30, 1977 as documents 24217054, 24217055, 24217056 and 24217057, and by instruments recorded November 30, 1977 as documents 24217079, 24217080 and 24217081 (said lease as amended and supplemented is hereinafter referred to as the "Air Rights Lease"), and is the owner of a high-rise building located on a portion of said leasehold, commonly known as 222 South Riverside Plaza, Chicago, Illinois (the "222 Building"), and will be on or before the effective date of the Amtrak (as hereinafter defined) Condemnation Action (as hereinafter defined) the owner of a low-rise building located on a portion of said

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leasehold commonly known as 444 West Jackson Boulevard, Chicago, Illinois (the "Black Box").

B. The property demised pursuant to the Air Rights Lease is legally described on Appendix I attached hereto. Attached hereto as Appendix II is a legal description of the parcel of land comprising the Black Box and the plaza adjoining the same (which parcel is hereinafter referred to as the "Black Box Parcel").

C. American Premier Underwriters, Inc. ("APUI"), changed its name from The Penn Central Corporation and is the owner of all the right, title and interest of Penn Central Company and the Pittsburgh, Fort Wayne and Chicago Railway Company as lessors in the Air Rights Lease and a 50% undivided fee estate in Lot 5 above a horizontal plane the elevation of which is 22.50 feet above the top of the highest rail of the right of way conveyed to Consolidated Rail Corporation by deed recorded in the Recorder's Office of Cook County, Illinois on August 16, 1978 as document 24586165 and which is also 25.70 feet above Chicago City Datum.

D. The National Railroad Passenger Corporation, a District of Columbia corporation ("Amtrak"), is about to file an action (the "Condemnation Action") in the United States District Court, Northern District of Illinois, Eastern Division, (a) to take by eminent domain any and all interests of APUI in the Black Box Parcel, including, without limitation, APUI's 50% undivided fee estate in the portion of Lot 5 falling in the Black Box Parcel, its rights under the

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Air Rights Lease to receive any rents relative to the Black Box Parcel, and its rights, if any, in the reversionary interest which APUI would have in the Black Box Parcel, and any improvements in the Black Box Parcel including the plaza and any and all equipment therein and thereon and all structural elements above and below the surface of the plaza at the expiration of the Air Rights Lease but excluding from the taking from APUI the interests, if any, of APUI until termination of the Air Rights Lease by lapse of time or otherwise in the loading dock area in the Black Box Parcel (the interests and property of APUI to be taken in the Condemnation Action are hereinafter referred to as the "APUI Condemned Property"), and (b) to take by eminent domain (i) any and all of the leasehold estate of 222 in the Black Box Parcel, (ii) any and all interests of 222 in the portion of the Black Box Parcel situated below the surface of the plaza, and (iii) any and all interest of 222 in the Black Box itself, including, without limitation, any and all mechanical equipment therein and thereon and all structural elements above and below the surface of the plaza, but excluding from the taking from 222 the loading dock area in the Black Box Parcel (the interests and property of 222 to be taken in the Condemnation Action are hereinafter referred to as the ("222 Condemned Property"). After the takings described above, APUI will then be a co-lessor of 222 under the bifurcated Air Rights Lease with respect to the uncondemned portion of the

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property demised pursuant to the Air Rights Lease ("222 Air Rights Lease").

E. To avoid the time and expense of protracted litigation to determine the amount of the award in the Condemnation Action and the rights of various claimants thereto, and with due regard to the uncertainties of such litigation, the parties to the Condemnation Action desire to provide for the settlement of the Condemnation Action, and have entered into settlement agreements, including separate settlement agreements (a) between 222 and Amtrak, and (b) between APUI and Amtrak.

F. In light of the separate settlement agreements between 222 and Amtrak and between APUI and Amtrak, APUI seeks to release any claim which APUI may have against the consideration received by 222 on account of the taking of the 222 Condemned Property, and 222 seeks to release any claim which 222 may have against the consideration received by APUI on account of the taking of the APUI Condemned Property, as hereinafter set forth.

G. Minimum annual rent under the 222 Air Rights Lease for the property then leased will be recalculated pursuant to paragraph 2 of the 222 Air Rights Lease, but the parties hereto agree that APUI's settlement agreement with Amtrak and receipt of consideration for the taking of the APUI Condemned Property should not be used in any way to recalculate said minimum annual rent and in the event that 222 should become a lessee under similar leases for the property commonly known

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as 10 South Riverside Plaza and 120 South Riverside Plaza, the parties hereto agree that APUI's settlement agreement with Amtrak and receipt of consideration for the taking of the APUI Condemned Property should not be used in any way to recalculate said minimum annual rent under those two leases.

AGREEMENT AND GRANTS OF LIMITED RELEASE

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the parties agree as follows:

1. The aforesaid recitals are hereby incorporated by reference.

2. 222, for its agents, officers, directors, employees, stockholders, assignees, partners and administrators, does hereby remise, release and forever discharge APUI, its agents, officers, directors, employees, stockholders, assignees, partners and administrators of and from all manner of action, causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, covenants, controversies, agreements, contracts, warranties, guarantees, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, arising out of and limited to the payment to APUI of any award or the receipt of any other consideration as a result of the taking by Amtrak of the APUI Condemned Property, which 222, its agents, officers, directors, employees, stockholders, assignees, partners and administrators now has against APUI, or ever had or which it

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hereafter can, shall or may have for, upon or by reason of any matter, cause or thing, whatsoever, on or at any time hereafter.

3. APUI, for its agents, officers, directors, employees, stockholders, assignees, partners and administrators, does hereby remise, release and forever discharge 222, its agents, officers, directors, employees, stockholders, assignees, partners and administrators of and from all manner of action, causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, covenants, controversies, agreements, contracts, warranties, guarantees, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, arising out of and limited to the payment to 222 of any award or the receipt of any other consideration as a result of the taking by Amtrak of the 222 Condemned Property, which APUI, its agents, officers, directors, employees, stockholders, assignees, partners and administrators now has against 222, or ever had or which it hereafter can, shall or may have for, upon or by reason of any matter, cause or thing, whatsoever, on or at any time hereafter.

4. When minimum annual rent under the 222 Air Rights Lease for the balance of the property then leased is recalculated pursuant to paragraph 2 of the 222 Air Rights Lease, no aspect of APUI's settlement agreement with Amtrak and receipt of consideration for the taking of the APUI Condemned Property shall be used, admissible or usable in any

