

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment"), to be effective as of January 1, 1998, is by and between **PENRICH ASSOCIATES**, having an address of c/o Lincolnshire Management, Inc., The Wang Building, 780 Third Avenue, New York, New York 10017 ("Assignor"), and **CICERO LEASEHOLD LLC**, having an address of c/o Goodrich Management Corp., 560 Sylvan Avenue, Englewood Cliffs, New Jersey 07632 ("Assignee"), with reference to the following:

A. Pen-Jersey Associates ("Original Lessor") and Children's Bargain Town, U.S.A. ("Original Lessee") entered into that certain Lease dated November 1, 1972, as amended (the "Lease") covering the property commonly known as 8148 South Cicero Avenue, Burbank, Illinois and more particularly described on Exhibit A attached hereto (the "Property").

B. A memorandum of the Lease dated November 1, 1972 executed between Original Lessor and Original Lessee was recorded on January 12, 1973 as Document No. 22185411 in the official records of Cook County, Illinois.

C. By operation of law, Assignor acquired all right, title and interest of Original Lessor in and to the Property and under the Lease.

D. Toys "R" Us acquired all right, title and interest of Original Lessee in and to the Property and under the Lease by Certificate of Merger recorded March 26, 1972 as Document No. 22268129 in the official records of Cook County, Illinois.

E. The parties hereto desire to effect an assignment to, and an assumption by, Assignee of Assignor's leasehold interest as lessor under the Lease, effective as of January 1, 1998, as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties hereby agree as follows:

1. Assignment. Assignor assigns, transfers and conveys all of its right, title and interest as lessor under the Lease to Assignee, and delegates all of its duties and obligations accruing thereunder to Assignee.

2. Assumption. Assignee accepts said assignment and expressly assumes and agrees to be bound by and to perform all covenants, conditions, obligations and duties of Assignor, as the lessor under the Lease.

3. Indemnification. Assignor agrees to indemnify and hold Assignee harmless from and against any claims for injuries or damages, and/or in connection with any breach or

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alleged breach of the Lease by Assignor, occurring before January 1, 1998. Assignee agrees to indemnify and hold Assignor harmless from and against any claims for injuries or damages, and/or in connection with any breach or alleged breach of the Lease by Assignee, occurring on or after January 1, 1998. The foregoing indemnifications include reasonable attorneys' fees.

4. Notices. Assignee's address for notices under the Lease is as follows:

Cicero Leasehold LLC
c/o Goodrich Management Corp.
560 Sylvan Avenue
Englewood Cliffs, New Jersey 07632
Att.: David R. Rogol

5. Successors and Assigns. Each and all of the covenants, terms, agreements and obligations hereof shall extend to and bind and inure to the benefit of the successors and assigns of Assignor and Assignee.

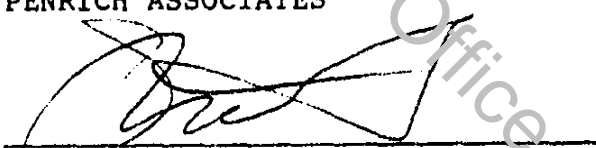
6. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall constitute an original and all of which when taken together, shall constitute one and the same instrument.

7. Recording. Assignor and Assignee acknowledge and agree that this Assignment may be placed of record to evidence the assignment of Assignor's interest in and to the Lease and Assignee's assumption thereof.

IN WITNESS WHEREOF, the parties have executed this Assignment on this 1st day of October, 1997, to be effective as of January 1, 1998.

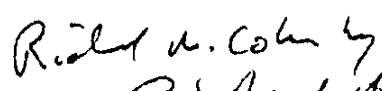

ASSIGNOR:

PENRICH ASSOCIATES


BY: Steven J. Kumble
Managing Partner

ASSIGNEE:

CICERO LEASEHOLD LLC

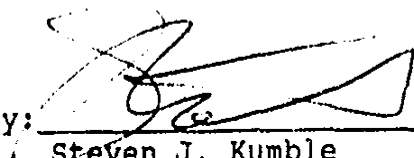


BY: Richard M. Cohen, Member
By: David R. Rogol
his attorney in fact

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PEN-JERSEY ASSOCIATES, by its signature below, hereby assigns any right, title and interest it may have under the Lease to CICERO LEASEHOLD LLC, in accordance with the terms and conditions set forth in the Assignment and Assumption of Lease Agreement to which this joinder is attached.

PEN-JERSEY ASSOCIATES

By: 
Steven J. Kumble
Partner

Property of Cook County Clerk's Office

Prepared By: Goodrich Margaret
Mail to: Ann. H. Gordon
560 Sylvan Ave.
Englewood Cliffs, N.J. 07632.

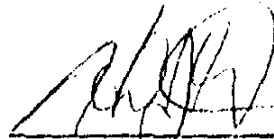


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STATE OF *New Jersey*)
COUNTY OF *Bergen*) ss.:

On this *1st* day of *October*, 1997, before me personally came *(Mr. Steven J. Kumble)* to me known, who, being by me duly sworn, did depose and say that he is a Member of CICERO LEASEHOLD LLC, and that he executed the foregoing instrument on behalf of said firm.



NOTARY PUBLIC
HOWARD J. GORDON
AN ATTORNEY AT LAW OF
THE STATE OF NEW JERSEY

STATE OF *New York*)
COUNTY OF *New York*) ss.:

On this *1st* day of *October*, 1997, before me personally came *Steven J. Kumble* to me known, who, being by me duly sworn, did depose and say that he is a Partner in the firm PENRICH ASSOCIATES, and that he executed the foregoing instrument on behalf of said firm.


NOTARY PUBLIC

JANET L. SHANAHAN
Notary Public, State of New York
No. 31-4920015
Qualified in New York County
Commission Expires February 29, 1998

STATE OF *New York*)
COUNTY OF *New York*) ss.:

On this *1st* day of *October*, 1997, before me personally came *Steven J. Kumble* to me known, who, being by me duly sworn, did depose and say that he is a Partner in the firm PEN-JERSEY ASSOCIATES, and that he executed the foregoing instrument on behalf of said firm.


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Property of Cook County Clerk's Office

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EXHIBIT A

THE SOUTH 357.39 FEET (EXCEPT THE EAST 55 FEET THEREOF) OF THE EAST 20 ACRES OF THE NORTH 60 ACRES OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE FOLLOWING DESCRIBED LAND: THE SOUTH 115 FEET OF THE EAST 255 FEET, EXCEPT THE EAST 55 FEET THEREOF, OF THE EAST 20 ACRES OF THE NORTH 60 ACRES OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN), IN COOK COUNTY, ILLINOIS.

8148 S. Cicero Ave
Burbank, IL 60459

19-33-200-009