

THIS INSTRUMENT PREPARED BY
AND WHEN RECORDED, RETURN TO:

Lawrence E. Kastenbrink
BAIRD, HOLM, MCEACHEN,
PEDERSEN, HAMANN & STRASHEIM
1500 Woodmen Tower
Omaha, NE 68102-2068



PROPERTY ADDRESS:

5233 North Lincoln Avenue
Chicago, IL

PERMANENT REAL ESTATE TAX INDEX NUMBER(S):

13-12-233-01, 13-12-233-02

13-12-233-03, 13-12-233-04

ASSIGNMENT OF LEASES, CONTRACTS, PERMITS AND INTANGIBLE PROPERTY
AND ASSUMPTION OF LEASES AND CONTRACTS

THIS ASSIGNMENT OF LEASES, CONTRACTS, PERMITS AND INTANGIBLE PROPERTY AND ASSUMPTION OF LEASES AND CONTRACTS (this "Agreement") is made as of the 30 day of September, 1998, (the "Effective Date") by and between WOODMEN OF THE WORLD LIFE INSURANCE SOCIETY AND/OR OMAHA WOODMEN LIFE INSURANCE SOCIETY, a Nebraska corporation, d/b/a Woodmen of the World Life Insurance Society ("Seller") and WOOD CHICAGO ASSOCIATES, L.L.C., a Virginia limited liability company ("Buyer").

RECITALS:

A. Seller has, by documents of even date herewith, conveyed to Buyer the parcels of Real Property (collectively, the "Real Property") described on **Exhibit "1"** attached hereto and made a part hereof. The Real Property includes, without limitation, the Seller's interest in that certain "GROUND LEASE" described on **Exhibit "2"** and hereby made a part hereof (the "Ground Lease"). The Real Property is leased to a certain tenant under that certain "TENANT LEASE" described on **Exhibit "2"** and hereby made a part hereof (the "Tenant Lease;" and the Ground Lease and the Tenant Lease, and any and all other leases of the Real Property are hereinafter collectively referred to as the "Leases"). The Real Property is serviced by certain service and maintenance contracts, equipment leases or other contracts listed on **Exhibit "3"** attached hereto and made a part hereof.

B. Seller desires to assign all of its right, title and interest under the Leases and such service and maintenance contracts, equipment leases or other contracts, and Buyer desires to accept such assignment and assume the obligations of the Seller under the Leases and Contracts as of the "Effective Date" as herein defined.

AGREEMENT:

NOW THEREFORE, in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Seller hereby transfers, assigns and conveys to Buyer, and its successors and assigns, all of Seller's right, title and interest in, to and under (i) the tenant's or lessee's interest as lessee in the Ground Lease, and (ii) the landlord's or lessor's interest as lessor in the Tenant Lease, together with any and all amendments thereto or modifications or guarantees thereof and prepaid rent and security deposits relating to the Leases, and all reversionary rights, title and interests of Seller in and to any and all improvements on, at in or in connection with the Real Property arising out of Seller's interest in the Leases from and after the Effective Date.

2. Seller hereby transfers, assigns and conveys to Buyer, and

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its successors and assigns, Seller's interest in any and all service and maintenance contracts, equipment leases and other contracts regarding the Real Property described on Exhibit "3" (collectively called the "Contracts"), from and after the Effective Date.

3. Seller hereby transfers, assigns and conveys to Buyer, and its successors and assigns, Seller's interest in any and all permits and licenses regarding the Real Property (collectively called "Permits"), to the extent they are assignable by Seller.

4. Seller hereby transfers, assigns and conveys to Buyer, and its successors and assigns, Seller's interest in any and all of the following to the extent they relate to or arise out of the design, construction, ownership, use, leasing, maintenance, service, or operation of the Real Property, buildings and improvements constructed or located on the Real Property, leases of all or any part of the Real Property, or Personal Property: (i) warranties, guaranties, indemnities, and claims, (ii) development rights, governmental approvals, or similar documents, (iii) telephone exchanges, trade names, marks, all goodwill attributable to or associated with such trade names and marks, and other identifying material used by Seller in the operation of the Real Property, (iv) plans, drawings, specifications, surveys, engineering reports, equipment manuals, and other technical manuals and descriptions, and (v) other property (real, personal, or mixed, tangible or intangible), owned or held by Seller (collectively, the "Intangible Property").

5. Buyer hereby accepts the Contracts.

6. Seller hereby agrees to indemnify Buyer and hold Buyer harmless from and against any and all damages, costs and expenses (including without limitation reasonable attorney's fees, expenses and court costs) arising from or related to Seller's action concerning or any obligation of landlord under the Leases and Contracts accruing prior to the Effective Date.

7. Buyer hereby assumes and agrees to indemnify Seller and hold Seller harmless from and against any and all damages, costs and expenses (including without limitation reasonable attorney's fees, expenses and court costs) arising from or related to Buyer's action concerning or any obligation of landlord under the Leases and Contracts accruing subsequent to the Effective Date.

8. Seller represents and warrants to Buyer that: (a) the Ground Lease is in full force and effect and has not been modified except as indicated in the description of the Ground Lease contained in Exhibit 2; (b) that there is no uncured default in the payment or performance of the obligations of lessee under the Ground Lease; (c) to Seller's knowledge, there is no uncured default in the payment or performance of the obligations of lessor under the Ground Lease; and (d) the Ground Lease has not previously been assigned, hypothecated or pledged by Seller.

9. This Agreement may be signed in counterparts by the parties hereto, each of which counterparts shall be deemed an original, and all such counterparts taken together shall constitute one and the same instrument. Any counterpart to which is attached the signatures of all parties shall constitute an original of this Agreement.

BUYER ACKNOWLEDGES THAT IT IS PURCHASING THE LEASES, CONTRACTS, PERMITS AND INTANGIBLE PROPERTY BASED UPON ITS OWN INVESTIGATION AND INQUIRY AND (EXCEPT AS EXPRESSLY SET FORTH HEREIN) IS NOT RELYING ON ANY REPRESENTATION OF SELLER OR OTHER PERSON, AND IS AGREEING TO ACCEPT AND PURCHASE THE SAME "AS IS, WHERE IS."

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered effective as of the date stated above.

SELLER:

WOODMEN OF THE WORLD LIFE INSURANCE SOCIETY AND/OR OMAHA WOODMEN LIFE INSURANCE SOCIETY, a Nebraska corporation, d/b/a Woodmen of the World Life Insurance Society

By: _____

James L. Mounce
Name: James L. Mounce

Title: Secretary

By: _____

James W. Bridges, Jr.
Name: James W. Bridges, Jr.

Title: Treasurer

BUYER:

WOOD CHICAGO ASSOCIATES, L.L.C., a Virginia limited liability company

By: WMCHA, L.L.C., a Virginia limited liability company, MANAGER

By: MAIN STREET CAPITAL, L.L.C., a Virginia limited liability company, MANAGER

By: _____

Name: _____

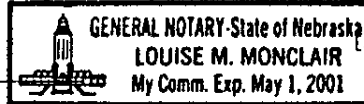
Title: _____

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STATE OF NEBRASKA)
) ss: 98928396
COUNTY OF DOUGLAS)

Subscribed and sworn to before me, a Notary Public, and in my presence by James L. Mounce and James W. Bridges, Jr., as Secretary and Treasurer, respectively, of WOODMEN OF THE WORLD LIFE INSURANCE SOCIETY AND/OR OMAHA WOODMEN LIFE INSURANCE SOCIETY, a Nebraska corporation, d/b/a Woodmen of the World Life Insurance Society, on this ___ day of September, 1998.

Louise M. Monclair
Notary Public



My commission expires: May 1, 2001

STATE OF _____)
)
COUNTY OF _____)

I, _____ a notary public for the county aforesaid, in the State of _____, do certify that _____ whose name is signed to the writing above, bearing date on the ___ day of September, 1998, has acknowledged the same before me in my County aforesaid, in his capacity as _____ of MAIN STREET CAPITAL, L.L.C., a Virginia limited liability company, as Manager of WMCHA, L.L.C., a Virginia limited liability company, as Manager of WOOD CHICAGO ASSOCIATES, L.L.C., a Virginia limited liability company.

Notary Public

(Notary Seal)

My commission expires: _____

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered effective as of the date stated above.

SELLER:

WOODMEN OF THE WORLD LIFE INSURANCE
SOCIETY AND/OR OMAHA WOODMEN LIFE
INSURANCE SOCIETY, a Nebraska
corporation, d/b/a Woodmen of the World
Life Insurance Society

By: _____
Name: _____
Title: _____

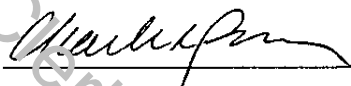
By: _____
Name: _____
Title: _____

BUYER:

WOOD CHICAGO ASSOCIATES, L.L.C., a
virginia limited liability company

By: WMCHA, L.L.C., a Virginia limited
liability company, MANAGER

By: MAIN STREET CAPITAL, L.L.C., a
Virginia limited liability
company, MANAGER

By: 
Name: Charles R. Patty, Jr.
Title: Authorized Member

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STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

Subscribed and sworn to before me, a Notary Public, and in my presence by _____ and _____, as _____ and _____, respectively, of WOODMEN OF THE WORLD LIFE INSURANCE SOCIETY AND/OR OMAHA WOODMEN LIFE INSURANCE SOCIETY, a Nebraska corporation, d/b/a Woodmen of the World Life Insurance Society, on this ____ day of September, 1998.

Notary Public

[Notary Seal]

My commission expires: _____

STATE OF VIRGINIA)
)
~~COUNTY~~ OF CHESAPEAKE)

CITY _____ I, Elwood C. Isley, Jr. _____ a notary public for the city _____ aforesaid, in the State of Virginia, do certify that Charles R. Patty, Jr. _____ whose name is signed to the writing above, bearing date on the 26 day of September, 1998, has acknowledged the same before me in my County aforesaid, in his capacity as * _____ of MAIN STREET CAPITAL, L.L.C., a Virginia limited liability company, as Manager of WMCHA, L.L.C., a Virginia limited liability company, as Manager of WOOD CHICAGO ASSOCIATES, L.L.C., a Virginia limited liability company.

* Authorized Member

Elwood C. Isley, Jr.

Notary Public

(Notary Seal)

My commission expires: June 30, 2002.

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EXHIBIT "1"

LEGAL DESCRIPTION:

PARCEL 1:

That part South of the South line of Berwyn Avenue and East of the East line of Lincoln Avenue of the West 1/2 of the East 1/2 of the Northeast 1/4 of Section 12, Township 40 North, Range 13, East of the Third Principal Meridian (except the East 8 feet thereof dedicated for alley and except the South 315 feet thereof) in Cook County, Illinois.

PARCEL 2:

Leasehold Estate created by a certain indenture of lease by and between The Exchange National Bank of Chicago, as Trustee under Trust Agreement dated November 12, 1952 and known as Trust No. 3378, Lessor, and Dominick's Finer Foods, Inc., Lessee, dated August 1, 1972 a short form of which was recorded June 21, 1973 as Document Number 22369479, demising and leasing the following described premises shown below for a term of years commencing approximately August 1, 1972 and ending approximately July 31, 1992, with the option and right to renew this lease for a 10 year term commencing August 1, 1992 and expiring July 31, 2002 and with the further option and right to renew the lease for a second 10 year term commencing August 1, 2002 and expiring July 31, 2012, subject to such term commencing, terminating or expiring on such other date(s) as provided in the lease; And,

Assignment of Lease by and between Dominick's Finer Foods, Inc. Assignor, and Woodmen of the World Life Insurance Society, a Nebraska corporation, Assignee, dated December 15, 1975 recorded December 29, 1975 as Document Number 23337594, whereby said Assignor grants, conveys, transfers and assigns to said Assignee all of Assignor's rights and interests in and under said lease and said Assignee assumes and accepts said lease; And,

Assignment of leases, Contracts, Permits and Intangible Property and Assumption of Leases and Contracts by and between Woodmen of the World Life Insurance Society and/or Omaha Woodmen Life Insurance Society, a Nebraska corporation d/b/a Woodmen of the World Life Insurance Society, Assignor, and Wood Chicago Associates, L.L.C., a Virginia limited liability company, Assignee, dated September 30, 1998 and recorded _____ as Document No. _____, whereby said Assignor conveys, transfers and assigns to said Assignee all of Assignor's right, title and interest in and under said lease and said Assignee assumes and accepts said lease:

Demising and leasing the following described premises, to-wit:

1. That part of the East 1/2 of the Northeast 1/4 of Section 12, Township 40 North, Range 13, East of the Third Principal Meridian, described as follows: Beginning 275 feet

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LEGAL DESCRIPTION CONTINUED

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North of the Southwest corner of the East 1/2 of the East 1/2 of said Quarter Section; thence North 40 feet; thence Southwesterly 173.25 feet to the East line of public road; thence South on said East line 40 feet; thence Northeasterly parallel to the North line of said Lot, 173.25 feet to the point of beginning, in Cook County, Illinois.

2. The North 31 feet of that part of the Northeast 1/4 of Section 12 aforesaid, described as follows: Beginning on the South line of said Northeast 1/4 of the Southwest corner of 10 acres conveyed to Benjamin Perkins by Richard J. Hamilton and his wife by Warranty Deed recorded September 6, 1847, Book 24, Page 230; thence West 163 feet to the East line of public road; thence North on the East line of said road 275 feet; thence East to a point due North of beginning; thence South 275 feet to the point of beginning, in Cook County, Illinois.

3. That part of the East 1/2 of the Northeast 1/4 of Section 12 aforesaid described as follows: Commencing at a point in the East line of Lincoln Avenue, 212 feet North of the center of Foster Avenue; thence East 173.25 feet more or less to the West line of the East 40 rods of said Northeast 1/4 of Section 12; thence North on said West line 32 feet; thence West 173.25 feet more or less to the East line of Lincoln Avenue; thence South 32 feet to the point of beginning, all in Cook County, Illinois.

PARCEL 3:

That part of the East 1/2 of the Northeast 1/4 of Section 12, Township 40 North, Range 13, East of the Third Principal Meridian, described as follows: Commencing at a point in the East line of Lincoln Avenue 180 feet North of the center line of Foster Avenue; thence East 173.25 feet more or less to the West line of the East 40 rods of said Northeast 1/4 of Section 12; thence North on the said West line 32 feet; thence West 173.25 feet more or less to the East line of Lincoln Avenue; thence South 32 feet to the point of beginning in Cook County, Illinois.

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5233 North Lincoln Avenue
Chicago, IL

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EXHIBIT "2"

(TO ASSIGNMENT)

LEASES

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GROUND LEASE:

LEASEHOLD ESTATE CREATED BY A CERTAIN INDENTURE OF LEASE BY AND BETWEEN THE EXCHANGE NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 12, 1952, AND KNOWN AS TRUST NO. 3378, LESSOR, AND DOMINICK'S FINER FOODS, INC., LESSEE, DATED AUGUST 1, 1972, A SHORT FORM OF WHICH WAS RECORDED JUNE 21, 1973, AS DOCUMENT NO. 22369479.

SAID LEASEHOLD ESTATE ASSIGNED BY DOMINICK'S FINER FOODS, INC., AS ASSIGNOR, TO WOODMEN OF THE WORLD LIFE INSURANCE SOCIETY, AS ASSIGNEE, DATED DECEMBER 15, 1975, RECORDED DECEMBER 29, 1975, AS DOCUMENT NO. 23337594.

TENANT LEASE:

LEASE BETWEEN WOODMEN OF THE WORLD LIFE INSURANCE SOCIETY, AS LANDLORD, AND DOMINICK'S FINER FOODS, INC., AS TENANT, DATED DECEMBER 15, 1975, AS AMENDED BY: AMENDMENT TO LEASE DATED JANUARY 1, 1985; LICENSE AGREEMENT DATED OCTOBER 20, 1980, WITH AMOCO OIL CO.; AND RELEASE FROM GUARANTY DATED JANUARY 1, 1985

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EXHIBIT "3"

(TO ASSIGNMENT)

CONTRACTS

DOMINICK'S SUPERMARKET

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None

Property of Cook County Clerk's Office