

TERMINATION OF AGREEMENTS AND EASEMENTS

This Termination of Agreements and Easements is made on June 23, 2000, by and among Great-West Life & Annuity Insurance Company, a Colorado corporation ("Great-West"), and Woodfield Business Center Two Property Owners Association, an Illinois not-for-profit corporation (the "Association"), WHCHC Real Estate Limited Partnership, a Delaware limited partnership ("WHCHC").

RECITALS

A. LaSalle National Bank, as Trustee under Trust Agreement dated August 26, 1985 and known as Trust No. 10235 (the "RA Trustee"), Chicago Title and Trust Company, as Trustee under Trust Agreement dated June 9, 1989 and known as Trust No. 1092617 (the "CF Trustee") and Boulevard Bank National Association as Trustee under Trust Agreement dated July 7, 1981 and known as Trust No. 6846 (the "GW Trustee") entered into the Agreement for Construction of Ring Road and Ingress and Egress Easement (the "Original Ring Road Agreement") dated June 29, 1989 and recorded in Cook County, Illinois on December 14, 1989 as Document No. 89555469. The Original Ring Road Agreement was amended by the First Amendment to Agreement for Construction of Ring Road and Ingress and Egress Agreement executed on April 16, 1993, May 6, 1993 and June 22, 1993 and recorded in Cook County, Illinois on July 30, 1993 as Document No. 93595967 (the "First Ring Road Amendment" and, collectively with the Original Ring Road Agreement, the "Ring Road Agreement").

B. The RA Trustee and the CF Trustee entered into the Agreement for Parking Easement and Water, Storm Sewer and Sanitary Sewer Easement (the "Original Agreement for Parking Easement") dated June 29, 1989 and recorded in Cook County, Illinois on December 14, 1989 as Document No. 89595461, which was amended by the First Amendment to Agreement for Parking Easement and Water, Storm Sewer and Sanitary Sewer Easement dated July 1, 1992 and recorded in Cook County, Illinois on July 28, 1992 as Document No. 92551467 (the "First Amendment to Parking Agreement") and by the Second Amendment to Agreement for Parking Easement and Water, Storm Sewer and Sanitary Sewer Easement dated June 1, 1993 and recorded in Cook County, Illinois on February 14, 1994 as Document No. 94160395 (the "Second Amendment to Parking Agreement" and,

Prepared by and after recording return to:

John L. Wahlers, Esq.
FISCHER, KENDLE & WAHLERS
221 N. LaSalle Street, Ste. 3410
Chicago, Illinois 60601

1st AMERICAN TITLE order #

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collectively with the First Amendment to Parking Agreement and the Original Agreement for Parking Easement, the "Agreement for Parking Easement").

C. The RA Trustee, CF Trustee and GW Trustee, together with Boulevard Bank National Association, as Trustee under Trust Agreement dated October 27, 1981 and known as Trust No. 6666 (the "6666 Trustee"), entered into the Reciprocal Access Easement Agreement dated June 29, 1989 and recorded in Cook County, Illinois on December 14, 1989 as Document No. 89595459 (the "Reciprocal Access Easement Agreement").

D. The real estate described in the Ring Road Agreement, the Agreement for Parking Easement and the Reciprocal Access Easement Agreement (collectively the "Agreements") as the CF Parcel, the GW Parcel and the 6666 Parcel are now part of a platted subdivision known as Woodfield Business Center IIA ("WBC IIA"), which is comprised of Lot 1 and Lot 2, as legally described on Exhibit A attached hereto and incorporated herein by reference. Great-West is the owner of Lot 2 in WBC IIA and the Association is the owner of Lot 1 in WBC IIA, and Great-West and the Association are the successors in interest to the CF Trustee, the CF Trust, the GW Trustee, the GW Trust and the 6666 Trust under the Agreements.

E. WHCHC is the owner of the real estate described in the Agreements as the RA Parcel, the SI Parcel, the SC Parcel and the SI/SC Parcel, which parcels (collectively referred to as the "WHCHC Parcels") are legally described on Exhibit B attached hereto and incorporated herein by reference, and is the successor in interest to the RA Trustee, the RA Trust, SI Chatham, Inc. and Schaumburg Center, Inc. under the Agreements.

F. The WHCHC Parcels are encumbered by a mortgage lien in favor of WH VII-2 Acquisition Finance, L.P. ("WH VII-2") pursuant to an Open-End Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of March 31, 1997, recorded in Cook County, Illinois on April 3, 1997 as Document No. 97232163, and made by WHCHC in the maximum principal amount of \$19,818,253.00 (the "WHCHC Mortgage"). The Ring Road Agreement and the Agreement for Parking Easement require that WH VII-2, as the holder of the WHCHC Mortgage, must consent to a termination thereof.

G. The Ring Road Agreement and the Agreement for Parking Easement contemplated the construction of a hotel on a portion of the real estate described therein as the CF Parcel. Such hotel has not and will not be constructed and, accordingly, the reasons for the existence of the Ring Road Agreement and the Agreement for Parking Easement no longer exist.

H. The Reciprocal Access Easement Agreement provides, among other things, that various access easements would be granted upon the completion of the ring road contemplated by the Ring Road Agreement. The ring road has not and will not be completed and, accordingly, the reasons for the existence of the Reciprocal Access Easement Agreement no longer exist.

I. The parties hereto wish to terminate the Agreements and the easements created thereby in order to clear their respective titles of unnecessary encumbrances and requirements. Certain provisions in the Agreements were included therein to satisfy requirements imposed by the Village of Schaumburg. Concurrently herewith, Great-West and WHCHC are entering into an Agreement to

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Grant Ingress and Egress Easement so that the requirements of the Village of Schaumburg that were addressed in the Agreements continue to be satisfied.

NOW THEREFORE, in consideration of the foregoing recitals, of the mutual agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Great-West and WHCHC hereby agree as follows:

1. The Ring Road Agreement is hereby terminated without default by any party thereto. All easements created or to be created pursuant to the Ring Road Agreement are hereby released and abandoned.
2. The Agreement for Parking Easement is hereby terminated without default by any party thereto. The easements created or to be created pursuant to the agreement for parking easement are hereby released and abandoned.
3. The Reciprocal Access Easement Agreement is hereby terminated without default by any party thereto. The easements created or to be created pursuant to the Reciprocal Access Easement Agreement are hereby released and abandoned.
4. No party shall owe any other party hereto any monetary compensation for the agreements contained herein. Any claims of default by one party hereto against another party arising under the Agreements are hereby waived, released and disclaimed.
5. Each party shall upon the reasonable request of any other party execute, acknowledge, deliver and record and/or file such further documents, and do such further acts, as may be necessary, desirable or proper to carry out more effectively the purpose of this Termination of Agreements and Easements. Without limiting the foregoing, each party shall execute and deliver such additional documents as may be requested by the title insurer which insures another party's real estate to delete exceptions pertaining to the Agreements and to the easements created or which would have been created under the Agreements.
6. This Termination of Agreements and Easements may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and each of which shall be deemed an original.

GREAT-WEST LIFE & ANNUITY
INSURANCE COMPANY

By: David J. Thomson
Name: David J. Thomson
Title: Authorized Signatory

By: D. McLeod
Name: D. McLeod
Title: Vice President, Investment Operations

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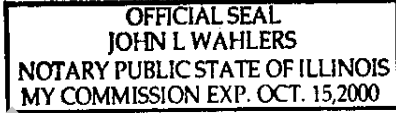
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Commission Expires December 30, 2011
Classified in Cook County
Notary Public, State of New York
JENNIFER M. ORTEGA
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This instrument was acknowledged before me on June 28, 2000 by David Thomson, Treasurer of Woodfield Business Center Two Property Owners Association, an Illinois not-for-profit corporation.



Notary Public

STATE OF NEW YORK)
)
COUNTY OF SUFFOLK) SS.

This instrument was acknowledged before me on June 23, 2000 by Susan Sack, Vice President of WHCHC Gen-Par, Inc., a Delaware corporation, as general partner of WHCHC Real Estate Limited Partnership, a Delaware limited partnership.

JENNIFER M. CRETER
Notary Public, State of New York
No. 01CR6030888
Qualified in Suffolk County
Commission Expires September 20, 2001

Notary Public

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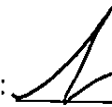
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WH VII-2 Acquisition Finance, L.P., as holder of the WHCHC Mortgage described above, hereby consents to the termination of the Ring Road Agreement and the Agreement for Parking Easement, both as defined above, in accordance with the terms and provisions of this Termination of Agreements and Easements.

WH VII-2 ACQUISITION FINANCE,
L.P.

By: WH VII-2 Acquisition Finance Gen-
Par, Inc., general partner

By: 
Name: SUSAN SACK
Title: VP


STATE OF NEW YORK)
))
COUNTY OF SUFFOLK)

SS.

66078600

This instrument was acknowledged before me on June 23, 2000 by Susan Sack, Vice President of WH VII-2 Acquisition Finance Gen-Par, Inc., a Delaware corporation, as general partner of WH VII-2 Acquisition Finance, L.P., a Delaware limited partnership.

JENNIFER M. CRETER
Notary Public, State of New York
No. 01CR6030888
Qualified in Suffolk County
Commission Expires September 20, 2001


Notary Public

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EXHIBIT A

Lots 1 and 2 in Woodfield Business Center IIA, being a Subdivision of part of the East 459.97 Feet (as measured at right angles to said East line) of the Northwest quarter of the Northeast quarter of Section 10, Township 41 North, Range 10 East of the Third Principal Meridian; also part of Lot 74 and all of Lots 76 and 77 in Woodfield Business Center Two-West, being a Subdivision of part of the Northeast quarter of Section 10, Township 41 North, Range 10 East of the Third Principal Meridian, also that part of vacated Wellington Road lying South of and adjacent to said Lots 76 and 77 in Woodfield Business Center Two-West according to the Plat of said Woodfield Business Center IIA recorded on October 16, 1997 as Document 97768944, all in Cook County, Illinois.

Address: Vacant land at the intersection of Commerce Drive and Wellington Road,
Schaumburg Illinois

PINs: 07-10-201-010, 07-10-202-016, 07-10-200-018, 07-10-200-019

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EXHIBIT B

LEGAL DESCRIPTION OF WHCHC- PARCEL

Lots 1 and 2 in Chatham Centre, being a subdivision of part of the Northeast 1/4 of Section 10, Township 41 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded July 21, 1992 as Document Number 92534593 and corrected by Certificate of Correction recorded September 30, 1992 as Document Number 92724730, in Cook County, Illinois.

Address: 1901 Roselle Rd., Schaumburg, Illinois 60173

PINS: 07-10-200-016 and
07-10-200-017

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