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OMNIBUS AMENDMENT TO LOAN DOCUMENTS

This OMNIBUS AMENDMENT TO LOAN DOCUMENTS (this "Amendment") is entered into as of October 26, 2001 by and between TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, a New York corporation ("Lender"), having an address at 730 Park Avenue, New York, New York 10017 and LTF USA REAL ESTATE, LLC, a Delaware limited liability company ("Borrower") having an address 6442 City West Parkway, Eden Prairie, Minnesota 55344.

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RECITALS:

A. Lender has made and Borrower, together with certain affiliates of Borrower identified in Exhibit A hereto (each an "Other Borrower", collectively, the "Other Borrowers" and together with the Borrower, the "Borrowers") have accepted a loan (the "Original Loan") in the original maximum principal amount of \$79,619,000.00.

B. To evidence portions of the Original Loan, Borrower and each of the Other Borrowers executed and delivered to Lender promissory notes dated as of June 14, 2001 (the "Closing Date") in the principal amounts set forth on Exhibit A, each an "Original Promissory Note", collectively, the "Original Promissory Notes". The Original Promissory Notes are secured by various Loan Documents (as that term is defined in each of the Promissory Notes).

C. In connection with the Original Loan, the Borrower and the Other Borrowers executed and delivered various real property encumbrance documents, affecting the real property described in Exhibit B-1 hereto. Recording information for certain of such documents is attached hereto as Exhibit E.

D. Contemporaneously herewith, LTF USA Real Estate, LLC ("USA") has executed and delivered to the Lender two (2) additional Promissory Notes, dated the date hereof, in the respective principal amounts of \$13,500,000 (the "Algonquin Note") and \$5,000,000 (the "Columbus Note") (as from time to time hereafter amended, modified or restated, collectively, the "New Notes"). In connection with such advance, Lender has required that USA execute and

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deliver certain additional collateral documents, as detailed on Exhibit B-2 hereto (the "Additional USA Loan Documents").

E. As a condition to the extension of credit evidenced by the New Notes, Lender has required that the Borrower and each of the Other Borrowers amend the loan documents executed in connection with the Original Loan to establish that (i) the advance of credit evidenced by the New Notes is secured by the Amended Loan Documents (defined below), on a pari passu basis with the obligations of the Borrower and the Other Borrowers with respect to the Original Promissory Notes and (ii) a default under the New Notes will constitute a default under the Original Promissory Notes.

F. Contemporaneously herewith, each of the Other Borrowers is executing an Omnibus Amendment in form substantially identical to this Amendment to effectuate the matters expressed in Recital E with respect to the documents to which each such Other Borrower is a party (such Omnibus Amendments executed by the Other Borrowers are referred to herein as the "Contemporaneous Omnibus Amendments").

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrower and Lender agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are true and accurate.
2. Description of the Loan Documents.
 - a. The term "Original Loan Documents" means the Original Promissory Notes, together with all other documents executed and delivered by the Borrower, by the Other Borrowers, by LTF Real Estate Holdings, LLC and by LIFE TIME FITNESS, Inc. to secure or evidence the Loan on the Closing Date, as such documents may have been heretofore amended. The Original Loan Documents are identified by name of the entity having executed them on Exhibit B-1 hereto. The Original Loan Documents executed by the Borrower are referred to herein as the "Borrower Original Loan Documents".
 - b. The term "Amended Loan Documents" means (i) all documents listed on Exhibit B-1 hereto as (a) amended hereby, (b) amended by any Contemporaneous Omnibus Amendment or (c) amended by any documents executed contemporaneously herewith by LIFE TIME FITNESS, Inc., or by LTF Real Estate Holdings, LLC, together with (ii) the New Notes and the Additional USA Loan Documents, as any such documents identified in clauses (i) and (ii) may from time to time be amended, modified or restated.

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3. Amendment of Specific Original Loan Documents. The Original Loan Documents are hereby amended as set forth below:
- a. Original Promissory Notes.
- i. Revisions to Body of the Note(s). The second grammatical paragraph of each of the Original Promissory Note(s) executed by the Borrower (the "Original Borrower Note(s)") is hereby amended to read in its entirety as follows:
- "The Loan (defined below) is secured by, among other things, one or more Deed of Trust (or Mortgage, as the case may be), Assignment of Leases and Rents and Security Agreements (together with all amendments, modifications and restatements thereof, each a "Mortgage" collectively the "Mortgages"), dated the date of this Note (the "Closing Date"), each executed and delivered by Borrower or by one of the Co-Borrowers (defined below). Each Mortgage encumbers certain real property improved with a commercial building (each a "Property", collectively the "Properties") as identified on Exhibit A hereto as such Exhibit A has been and may from time to time be amended in writing. All capitalized terms not expressly defined in this Note have the definitions set forth in the Mortgages. This Note, together with nine (9) other promissory notes made either by Borrower or certain Affiliates of Borrower (each a "Co-Borrower"), as specified on Exhibit A hereto (each such promissory note, other than this Note, being referred to as an "Other Note" and collectively as the "Other Notes"), collectively evidence a loan (the "Loan") in the maximum principal amount of up to \$98,119,000 (the "Loan Amount") made by Lender to Borrower and the Co-Borrowers. This Note is secured by the Mortgage or Mortgages made by Borrower. Each of the Other Notes made is secured by one or more Mortgages on the Properties and made by the Borrower or the Co-Borrowers specified on Exhibit A as such Exhibit A has been and may from time to time be amended in writing."
- ii. Revised Note Exhibits. Exhibit A to the Original Borrower Note(s) is hereby replaced with Exhibit A hereto.
- iii. Amended Borrower Note(s). The Original Borrower Note(s) as amended by the foregoing clauses (i) and (ii) of this Section 3(a) and, to the extent "Borrower" is USA, together with the Algonquin Note and the Columbus Note as it (they) may hereafter from time to time be amended, modified or restated, is (are) referred to, whether singular or plural, as the "Borrower Notes". References in the body of the Original Borrower Notes to "this Note" shall mean such Original Borrower Note as amended hereby.

- iv. Nothing contained in this Amendment shall be construed to limit the effect of any amortization of principal under the Original Borrower Note(s). By way of example only, if there has heretofore been \$100 of amortization of principal, after giving effect to the advance evidenced by the New Notes, there would be \$98,118,900 of principal outstanding.
- b. Original First Mortgage.
- i. The term "Original First Mortgage" means that document (or those documents) identified on Exhibit B-1 hereto as a "First Mortgage" or a "First Deed of Trust" executed by the Borrower and encumbering the real property legally described in Exhibit C hereto.
- ii. Amendment of Certain Terms.
- (1) The definition of "Note(s)" in the Original First Mortgage shall mean the Borrower Notes, as it (they) may from time to time be amended, modified or restated.
- (2) The definition of "Loan Documents" in the Original First Mortgage is amended to mean and include the Amended Loan Documents.
- (3) The definition of "Loan" in the Original First Mortgage shall mean the Original Loan together with the extension of credit evidenced by the New Notes, the aggregate amount of all such extensions of credit (including pursuant to the Original Loan) being in the principal face amount of \$98,119,000.
- (4) The References in Recital B of the Original First Mortgage to "eight (8) separate promissory notes" is hereby modified to "ten (10) separate promissory notes". The reference in Recital B to the aggregate principal amount of all Promissory Note(s) executed by Borrower shall mean the sum of the face amounts of the Promissory Note(s) executed by Borrower, as specified in Exhibit A hereto.
- iii. Revised Exhibits. Exhibit A to the Original First Mortgage is hereby replaced with Exhibit A hereto. Schedule 5.7 to the Original First Mortgage is hereby replaced with Schedule 5.7 hereto.
- c. Original First Assignment of Leases and Rents.

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- i. The term "Original First Assignment" means that document (or those documents) identified on Exhibit B-1 hereto as a "First Assignment of Leases and Rents" executed by the Borrower.
 - ii. Amended Mortgage. All references in the Original First Assignment(s) to the "Mortgage" shall mean the Original First Mortgage relating to the real property encumbered by such Original First Assignment, as amended hereby, and as it may from time to time be amended, modified or restated.
 - iii. Amended Definitions.
 - (1) All terms in the Original First Assignment defined by reference to an Original First Mortgage shall mean such terms as defined in such Original First Mortgage as amended hereby, as it may from time to time be amended, modified or restated.
 - (2) The definition of "Notes" in the Original First Assignment shall mean the Borrower Notes, as it (they) may from time to time be amended, modified or restated.
 - iv. Recitals. Recital A of the Original First Assignment is hereby amended by replacing the dollar amount "\$79,619,000" with "\$98,119,000". The references in Recital B of the Original First Assignment to "eight (8) separate promissory notes" is hereby modified to "ten (10) separate promissory notes". The reference in Recital B to the aggregate principal amount of all Promissory Note(s) executed by Borrower shall mean the sum of the face amounts of the Promissory Note(s) executed by Borrower as specified on Exhibit A hereto.
 - v. Exhibits. Exhibit A to the Original First Assignment is hereby replaced with Exhibit A hereto.
 - vi. The term "Assignment" in the Original First Assignment shall mean such document as amended hereby and as it may from time to time be amended, modified or restated.
- d. Original Guaranty.
- i. Original Guaranty. The term "Original Guaranty" means that document identified on Exhibit B-1 as a "Guaranty", executed by the Borrower.
 - ii. Amendment of Exhibits. (1) Exhibit A to the Original Guaranty is hereby replaced with Exhibit A hereto. (2) Exhibit B to the Original Guaranty is

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hereby amended to mean and include the Amended Loan Documents, other than those executed solely by the Borrower.

- iii. The reference to "eight (8) Promissory Notes" contained in the second grammatical paragraph of the Guaranty is hereby modified to be "ten (10) Promissory Notes".
 - iv. Amendment of Loan Amount. The dollar amount "\$79,619,000" appearing in the second paragraph of the Guaranty is hereby replaced with the dollar amount "\$98,119,000".
 - v. The term "Guaranty" in the Original Guaranty shall mean such document as amended hereby and as it may from time to time be amended, modified or restated.
 - vi. With respect to the Guaranty executed by LTF Minnesota Real Estate LLC ("~~LTF~~ Minnesota") the foregoing amendments shall not modify the limitation of liability set forth in the Guaranty executed by LTF Minnesota.
- e. Environmental Indemnity.
- i. Original Indemnity. The term "Original Indemnity" means that document identified on Exhibit B-1 hereto as an "Environmental Indemnity" executed by the Borrower.
 - ii. Amendment of Exhibits. Exhibit A to the Original Indemnity is hereby replaced with Exhibit A hereto. Exhibit B to the Original Indemnity is amended by adding thereto the legal descriptions attached hereto as Exhibit D.
 - iii. Amendment of Recitals. The dollar amount "\$79,619,000" appearing in paragraph II of the Original Indemnity is hereby replaced with the dollar amount "\$98,119,000". The reference to "eight (8) Promissory Notes" in paragraph II is hereby modified to "ten (10) Promissory Notes".
 - iv. The term "Environmental Indemnity" in the Original Indemnity shall mean such document as amended hereby and as it may from time to time be amended, modified or restated.
- f. Original Second Mortgage.
- i. The term "Original Second Mortgage" means that document (or those documents) identified on Exhibit B-1 hereto as "Second Mortgages" or

“Second Deeds of Trust” executed by the Borrower and encumbering the real property legally described in Exhibit C hereto.

ii. Amendment of Certain Terms.

(1) The definition of “Note(s)” in the Original Second Mortgage shall mean the Borrower Notes, as it (they) may from time to time be amended, modified or restated.

(2) The definition of “Loan Documents” in the Original Second Mortgage is amended to mean and include the Amended Loan Documents.

(3) (a) To the extent “Borrower” is an entity other than USA, the definitions of “Other Note” and “Other Notes” in the Original Second Mortgage shall mean and include (i) the Original Promissory Notes executed by entities other than Borrower, each as amended by any Contemporaneous Omnibus Amendment together with (ii) the New Notes, as all such promissory notes may from time to time be amended, modified or restated. (b) To the extent “Borrower” is USA, the terms “Other Note” and “Other Notes” shall mean and include all Original Promissory Notes (except those executed by USA) as amended by the Contemporaneous Omnibus Amendments, as all such promissory notes may from time to time be amended, modified or restated.

(4) The definition of “Loan” in the Original Second Mortgage shall mean the Original Loan together with the extension of credit evidenced by the New Note, the aggregate amount of all such extensions of credit (including pursuant to the Original Loan) are in the principal face amount of \$98,119,000.

(5) The Reference in Recital B to “eight (8) separate promissory notes” is hereby modified to “ten (10) separate promissory notes”. The reference in Recital B to the aggregate principal amount of all Promissory Note(s) executed by Borrower shall mean the sum of the face amounts of the Promissory Note(s) executed by Borrower as specified on Exhibit A hereto.

iii. Revised Guaranty. References in the Original Second Mortgage to the “Guaranty” shall mean the Original Guaranty as amended hereby and as it may from time to time be amended, modified or restated. Exhibit G to the Original Second Mortgage is hereby deemed replaced with the

documents) constitutes a default under all Amended Loan Documents (including the Columbus, Ohio related documents, subject, in all cases, to the terms of such Amended Loan Documents).

5. Limitation of Liability. Nothing in this Amendment shall in any manner affect any limitation of liability expressly provided in any of the Original Loan Documents, including, without limitation, in Section 16 of the Original Promissory Notes, Article XV of the Original First Mortgages and the Original Second Mortgages, the limitations on remedy limits contained in the Original Loan Documents executed by LTF Minnesota Real Estate, LLC and the Original Loan Documents executed by USA with respect to the property located in the Commonwealth of Virginia.
6. Reaffirmation. Borrower hereby repeats, reaffirms and remakes all representations, warranties, covenants and agreements contained in the Amended Loan Documents to which it is a party as of the date of this Amendment. Without limiting the foregoing, Borrower confirms that its obligations under each Guaranty and Indemnity to which it is a party are not diminished or mitigated by the execution of this Amendment or any other Contemporaneous Omnibus Amendment.
7. Representations. Borrower represents and warrants that (i) no default or event of default currently exists under any of the Amended Loan Documents; (ii) no condition exists which with the giving of notice or the passage of time, or both, would result in such a default or event of default; (iii) each of the foregoing RECITALS is correct; and (iv) there has been no material adverse change in the financial condition of Borrower from that shown in the financial statements most recently furnished to Lender in connection with the loans referred to herein.
8. Full Force and Effect. All of the provisions, rights, powers and remedies contained in the Amended Loan Documents shall stand and remain unchanged and in full force and effect, except to the extent specifically amended hereby. The Borrower has no defense to any of its obligations under the Amended Loan Documents to which it is a party.
9. References. No reference to this Amendment need be made in any instrument or document at any time referring to any Amended Loan Document, and any reference in any such instrument or document to an Original Loan Document shall be deemed to be a reference to the Amended Loan Documents.
10. Governing Law. This Amendment shall be construed in accordance with and governed by the internal laws of the State of New York without regard to conflicts of law principles, provided, however, that the foregoing shall not affect the choice of law provision specified in an Amended Loan Document.

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11. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
12. Amendments. No provision of this Amendment may be modified, amended or waived except by a writing executed by the party sought to be bound thereby. No consent or approval of Lender shall be given or deemed to have been given except to the extent expressly set out in a writing executed and delivered by Lender to Borrower.
13. Amendment as Loan Instrument. This Amendment shall be considered a "Loan Document" and shall be construed in conjunction with the other Amended Loan Documents.
14. **WAIVERS. BORROWER HEREBY REPEATS, REAFFIRMS AND REMAKES ALL WAIVERS CONTAINED IN THE ORIGINAL LOAN DOCUMENTS AS OF THE DATE OF THIS AMENDMENT, INCLUDING WITHOUT LIMITATION, THE WAIVER OF JURY TRIAL CONTAINED IN THE ORIGINAL LOAN DOCUMENTS.**

IN WITNESS WHEREOF, this Amendment has been duly executed effective as of the date first written above.

Signed and acknowledged in the presence of:

TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA

Toby Leone

By: Rosemarie J. Wagner

Print Name: TOBY LEONE

Name: ROSEMARIE J. WAGNER
Title: ASSOCIATE DIRECTOR

Oscar A. Zawora

Print Name: Oscar A. Zawora

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

On this 18th day of October, 2001, before me, the undersigned, a Notary Public in and for the State of NY, personally appeared ROSEMARIE J. WAGNER to me personally known, who, being by me duly sworn, did say that he is the ASSOCIATE DIRECTOR of Teachers Insurance and Annuity Association of America, a New York corporation, that the instrument was signed on behalf of the corporation by authority of the corporation's board of directors; and that the foregoing Assoc. Dir. acknowledged execution of the instrument to be the voluntary act and deed of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal in the County and State aforesaid, the day and year first above written.

YELENA KHARNAS
Notary Public, State of New York
No. 31-5008426
Qualified in New York County
Commission Expires 2/22/03

Yelena K.
Notary Public

My term expires: _____

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Commission Expires 2025
Cook County, New York
Notary Public, State of New York
No. 019078258
YELINA KHARAS

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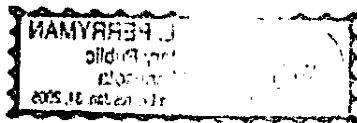


EXHIBIT A

Notes Made by Co-Borrowers

Co-Borrower	Property(ies)	TIAA Mortgage Number	Note Amount
LTF Michigan Real Estate, LLC	Troy, Michigan	0005004-00	\$10,949,541
LTF Michigan Real Estate, LLC	Shelby, Michigan	0005004-01	\$10,143,440
LTF Michigan Real Estate, LLC	Novi, Michigan	0005004-02	\$9,710,019
LTF USA Real Estate, LLC	Schaumburg, Illinois	0005005-00	\$12,149,062
LTF USA Real Estate, LLC	Warrenville, Illinois	0005005-01	\$13,723,938
LTF USA Real Estate, LLC	Centerville, Virginia	0005006	\$ 9,344,000
LTF USA Real Estate, LLC	Indianapolis, Indiana	0005007	\$ 9,049,000
LTF USA Real Estate, LLC	Algonquin, Illinois	0005005-02	\$ 13,500,000
LTF USA Real Estate, LLC	Columbus, Ohio	0005128-00	\$ 5,000,000
LTF Minnesota Real Estate, LLC	Eagan, Minnesota	0005008	\$ 4,550,000
		Total	\$98,119,000

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Exhibit B-1

ORIGINAL LOAN DOCUMENTS all documents dated June 14, 2001

ENTITY SPECIFIC LOAN DOCUMENTS (by entity)

LIFE TIME FITNESS, Inc.

1. Environmental Indemnity
2. Non-Recourse Carveout Guaranty
3. Subordination and Attornment Agreements:
 - a. Novi, Michigan
 - b. Shelby, Michigan
 - c. Troy, Michigan
 - d. Eagan, Minnesota
 - e. Fairfax, Virginia
 - f. Schaumburg, Illinois
 - g. Warrenville, Illinois
 - h. Indianapolis, Indiana
4. Indemnity Regarding Child Care Facilities
5. Equity Certification

LTF Real Estate Holdings, LLC

6. Environmental Indemnity
7. Non-Recourse Carveout Guaranty

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LTF USA Real Estate, LLC

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8. Illinois Promissory Notes
 - a. Schaumburg
 - b. Warrenville
9. Indiana Promissory Note
10. Virginia Promissory Note
11. Guaranty of Notes Made by LTF Minnesota Real Estate, LLC and LTF Michigan Real Estate, LLC
12. UCC Financing Statement - Minnesota Secretary of State
13. Environmental Indemnity

LTF Minnesota Real Estate, LLC

14. Promissory Note ^{1/}
15. Guaranty of Notes made by LTF USA Real Estate, LLC and LTF Michigan Real Estate, LLC 1/
16. UCC Financing Statement - Minnesota Secretary of State (state of domicile)1/
17. Environmental Indemnity 1/

LTF Michigan Real Estate, LLC

18. Promissory Note(s) (3):
 - a. Novi
 - b. Shelby
 - c. Troy
19. Guaranty of Notes made by LTF USA Real Estate, LLC and LTF Minnesota Real Estate, LLC
20. UCC Financing Statement - Minnesota Secretary of State

^{1/} Document was executed by FCA Real Estate Holdings, LLC and assigned to and assumed by LTF Minnesota Real Estate, LLC

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21. Environmental Indemnity

SITE SPECIFIC LOAN DOCUMENTS

Warrenville, Illinois (documents executed by LTF USA Real Estate, LLC)

22. First Mortgage
23. First Assignment of Leases and Rents
24. Second Mortgage
25. Second Assignment of Leases and Rents
26. Real Estate Tax Escrow
27. UCC Financing Statements:
- DuPage County, Illinois
 - Secretary of State of Illinois
28. Certificate re no IRS form 1099-B

Schaumburg, Illinois (documents executed by LTF USA Real Estate, LLC)

29. First Mortgage
30. First Assignment of Leases and Rents
31. Second Mortgage
32. Second Assignment of Leases and Rents
33. Real Estate Tax Escrow
34. UCC Financing Statements:
- Cook County, Illinois
 - Secretary of State of Illinois
35. Certificate re no IRS form 1099-B

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Indianapolis, Indiana (documents executed by LTF USA Real Estate, LLC)

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36. First Mortgage
37. First Assignment of Leases and Rents
38. Second Mortgage
39. Second Assignment of Leases and Rents
40. Intentionally Omitted
41. Real Estate Tax Escrow
42. UCC Financing Statements:
 - Marion County, Indiana
 - Secretary of State of Indiana
43. Certificate re no IRS form 1099-B

Novi, Michigan (documents executed by LTF Michigan Real Estate, LLC)

44. First Mortgage
45. First Assignment of Leases and Rents
46. Second Mortgage
47. Second Assignment of Leases and Rents
48. Real Estate Tax Escrow
49. UCC Financing Statements:
 - Oakland County, Michigan
 - Secretary of State of Michigan
50. Certificate re no IRS form 1099-B

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Shelby, Michigan (documents executed by LTF Michigan Real Estate, LLC)

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51. First Mortgage
52. First Assignment of Leases and Rents
53. Second Mortgage
54. Second Assignment of Leases and Rents
55. Real Estate Tax Escrow
56. UCC Financing Statements:
 - Macomb County, Michigan
 - Secretary of State of Michigan
57. Certificate re no IRS form 1099-B

Troy, Michigan (documents executed by LTF Michigan Real Estate, LLC)

58. First Mortgage
59. First Assignment of Leases and Rents
60. Second Mortgage
61. Second Assignment of Leases and Rents
62. Real Estate Tax Escrow
63. UCC Financing Statements:
 - Oakland County, Michigan
 - Secretary of State of Michigan
64. Certificate re no IRS form 1099-B

Eagan, Minnesota (documents executed by LTF Minnesota Real Estate, LLC)

65. First Mortgage1/
66. First Assignment of Leases and Rents1/
67. Second Mortgage1/
68. Second Assignment of Leases and Rents1/
69. Assignment and Assumption Agreement
70. Real Estate Tax Escrow1/
71. UCC Financing Statements:
 - Dakota County, Minnesota
 - Secretary of State of Minnesota
72. UCC-3 Financing Statements
73. Certificate re no IRS form 1099-B

Centerville, Virginia (documents executed by LTF USA Real Estate, LLC)

74. First Deed of Trust (erroneously dated May 14, 2001, amended to be June 14, 2001)
75. First Assignment of Leases and Rents
76. Second Deed of Trust
77. Second Assignment of Leases and Rents
78. Real Estate Tax Escrow
79. UCC Financing Statements:
 - Fairfax County, Virginia
 - Secretary of State of Virginia
80. Certificate re no IRS form 1099-B

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Exhibit B-2

ADDITIONAL USA LOAN DOCUMENTS all documents executed by the entity indicated, contemporaneously with Amendment

LIFE TIME FITNESS, Inc.

81. Reaffirmation of (a) Environmental Indemnity, (b) and Non-Recourse Carveout Guaranty and (c) Child Care Indemnity
82. Subordination and Attornment Agreements:
 - a. Algonquin, Illinois
 - b. Columbus, Ohio
83. Equity Certification

LTF Real Estate Holdings, LLC

84. Reaffirmation of (a) Environmental Indemnity and (b) Non-Recourse Carveout Guaranty

LTF USA Real Estate, LLC

Algonquin, Illinois

85. Promissory Note
86. First Mortgage
87. First Assignment of Leases and Rents
88. Second Mortgage
89. Second Assignment of Leases and Rents
90. Real Estate Tax Escrow
91. UCC Financing Statements:
 - McHenry County, Illinois
 - Secretary of State of Delaware
92. Certificate re no IRS form 1099-B

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Columbus, Ohio

93. Promissory Note
94. First Mortgage
95. First Assignment of Leases and Rents
96. Real Estate Tax Escrow
97. UCC Financing Statements:
 - Secretary of State of Delaware
98. Certificate re no IRS form 1099-B

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EXHIBIT C

Legal Description of Real Property
Owned by Borrower

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PARCEL 1:

A part of the Southwest Quarter of Section 15, Township 17 North, Range 4 East, Marion County, Indiana, described as follows:

Commencing at the Southwest corner of the Southwest Quarter of said Section 15, thence South 89 degrees 47 minutes 06 seconds East 202.90 feet along the South line of the Southwest Quarter of said Section 15; thence North 03 degrees 06 minutes 12 seconds East 75.15 feet to the North right-of-way line of 86th Street; thence North 81 degrees 37 minutes 28 seconds East along said right-of-way line 41.84 feet to the East line of Ingress-Egress Easement #3 described instrument #92-63485 in the Office of the Recorder of Marion County the following four (4) courses being along said East line; 1) North 03 degrees 06 minutes 12 seconds East 102.24 feet to a point of curvature; 2) Northwesterly 135.13 feet along an arc that bears to the left and having a radius of 275.00 feet and subtended by a long chord having a bearing of North 10 degrees 58 minutes 25 seconds West and a length of 133.77 feet; 3) North 25 degrees 03 minutes 01 seconds West 27.60 feet to a point of curvature; 4) Northeasterly 118.57 feet along an arc that bears to the right and having a radius of 150.00 feet and subtended by a long chord having a bearing of North 02 degrees 24 minutes 19 seconds West and a length of 115.50 feet to a point of curvature and to the POINT OF BEGINNING of a 7.95 acre tract granted to FCA Real Estate Holdings, LLC ("FCA Tract") (recorded as Instrument Number 1998-0115357 in said Recorder's Office); thence continuing on the East line of said Instrument Number 92-63485 the following 5 calls; 1) Northeasterly 59.28 feet along an arc that bears right and having a radius of 150 feet and subtended by a long chord having a bearing of North 31 degrees 33 minutes 38 seconds East and a length of 58.90 feet; 2) North 42 degrees 52 minutes 59 seconds East 73.00 feet to a point of curvature; 3) Northerly 162.65 feet along an arc that bears to the left and having a radius of 235.00 feet and subtended by long chord having a bearing of North 23 degrees 03 minutes 17 seconds East and a length of 159.42 feet; 4) North 03 degrees 13 minutes 36 seconds East 119.83 feet to a point of curvature; 5) Northwesterly 13.59 feet along an arc that bears to the left and having a radius of 367.00 feet and subtended by a long chord having a bearing of North 02 degrees 09 minutes 57 seconds East and a length of 13.59 feet to a point of curvature; (the following five (5) courses are along the boundary of said FCA Tract); 1) thence Northeasterly 43.22 feet along an arc that bears right and having a radius of 30 feet and subtended by a long chord having a bearing of North 42 degrees 22 minutes 20 seconds East and a length of 39.57 to a point of curvature; 2) Easterly 235.04 feet along an arc that bears to the right and having a radius of 850.00 feet and subtended by a long chord having a bearing of South 88 degrees 26 minutes 20 seconds East and a length of 234.29 feet; 3) thence South 80 degrees 31 minutes 02 seconds East 330.77 feet to a point of curvature; thence Easterly 64.70 feet along an arc that bears to the left and having a radius of 400.00 feet and subtended by long chord having a

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bearing of South 85 degrees 09 minutes 04 seconds East and a length of 64.63 feet; 4) thence South 89 degrees 47 minutes 06 seconds East 212.48 feet; 5) thence South 00 degrees 12 minutes 54 seconds West 38.99 feet; thence South 89 degrees 47 minutes 06 seconds East 0.80 feet parallel with the southern line of said FCA Tract; thence South 00 degrees 12 minutes 54 seconds West 277.51 feet parallel with the eastern line of said FCA Tract; thence North 89 degrees 47 minutes 06 seconds West 0.80 feet parallel with the southern line of said FCA Tract to a point on the eastern line thereof and lying North 00 degrees 12 minutes 54 seconds East 33.50 feet from the southeastern corner thereof; thence South 00 degrees 12 minutes 54 seconds West 33.50 feet along said eastern line to said southeastern corner; thence North 89 degrees 47 minutes 06 seconds West 1013.35 feet to the point of beginning, containing in all 7.95 acres more or less.

PARCEL 2: (Easement)

Non-exclusive access easement for Castle Creek Parkway North Drive and Castle Creek Parkway as created and described in an Easement Agreements dated May 18, 1992 and recorded May 20, 1992 as Instrument No. 92-63485 and June 30, 1998 and recorded July 8, 1998 as Instrument No. 1998-0115360.

PARCEL 3: (Easement)

Non-exclusive easements as set forth in Declaration of Easement for Lifetime Access Easement dated March 4, 1999 and recorded March 8, 1999 as Instrument No. 1999-0048667.

PARCEL 4: (Easement)

Non-exclusive easements as set forth in Declaration of Grant of Pipeline Easement dated April 5, 1999 and recorded April 16, 1999 as Instrument No. 1999-0073401.

Common Street Address: 8705 Castle Creek Parkway East Drive, Indianapolis, Indiana

Tax Identification Number: 4039623

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Schaumburg, Illinois

PARCEL 1:

Lot 2 Winkelhake's Three Lakes Business Park being a subdivision of that part of the Southeast Quarter of Section 14, Township 41 North, Range 10 East of the Third Principal Meridian, Cook County, Illinois according to plat of subdivision recorded October 3, 2000 as Document Number 00773959.

PARCEL 2:

Easement for the benefit of Parcel 1 as created by Article 5 (easements and property rights) of Declaration of Covenants, Conditions, Easements and Restrictions for the Three Lakes Business Park Property Owners Association recorded September 27, 2000 as Document 00757311 for ingress and egress over and upon the "Common Area" as defined in Article 2 thereof, and as amended by First Amendment to Declaration recorded January 11, 2001 as Document 0010030968.

PARCEL 3:

Easement for the benefit of Parcel 1 as created by easement declaration recorded August 27, 1999 as Document 99822768 for ingress and egress, as modified and relocated by plat of resubdivision of Lot 4 in Winkelhake's Three Lakes Business Park recorded December 13, 2000 as Document 00980341.

Common Street Address: 900 E. Higgins Road, Schaumburg, Illinois

Tax Identification Number: 07-14-401-002

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Warrenville, Illinois

Lot 1 in Cantera Subarea J, being a subdivision of part of the Southeast 1/4 of Section 2 and the Southwest 1/4 of Section 1, all in Township 38 North, Range 9 East of the Third Principal Meridian, DuPage County, Illinois, according to the final plat of subdivision of Cantera Subarea J, Warrenville, Illinois recorded February 24, 2000 as Document Number R2000-027668, in DuPage County, Illinois.

Common Street Address: 28141 Diehl Road, Warrenville, Illinois

Tax Identification Number: 07-01-301-021, 07-02-400-034

Centerville, Virginia

All that certain lot, piece or parcel of land, situate, lying and being in the County of Fairfax, Virginia and more particularly described as follows:

Parcel 1:

Parcel A and Parcel 3-A, Trinity Centre, according to a Deed of Resubdivision, Easement and Vacation and the Plat attached thereto and made a part thereof recorded in Deed Book 10489, at Page 1336, among the land records of Fairfax County, Virginia, being a resubdivision of Parcels 3 and 4, Trinity Centre, as recorded in Deed Book 7808, at Page 945, among the land records of Fairfax County, Virginia.

And being further described by survey prepared by Dewberry & Davis, dated April, 1999, last revised April 29, 2001, by metes and bounds as follows:

Beginning at a point on the southeasterly line of Interstate Route 66, said point marking the northwesterly corner of Parcel 2, Trinity Centre, thence with the southeasterly line of Route 66 the following courses: N 35°00'24"E, 388.18 feet; N 38°42'26"E, 493.21 feet and with a curve to the right whose radius is 5615.58 feet and whose chord is N43°35'29"E, 8.45 feet, an arc distance of 8.45 feet to the point marking the most westerly corner of Parcel B, Trinity Centre; thence with the southwesterly line of Parcel B and continuing with the southwesterly line of Parcel 4-A, Trinity Centre S53°11'55"E, 440.33 feet to a point on the northwesterly line of Trinity Parkway; thence with the northwesterly and westerly line of Trinity Parkway the following courses: S45°00'28"W, 134.38 feet; with a curve to the right whose radius is 240.00 feet and whose chord is S48°57'14"W, 33.03 feet, an arc distance of 33.06 feet; with a curve to the left whose radius is 260.00 feet and whose chord is S42°54'44"W, 90.19 feet, an arc distance of 90.63 feet; with a curve to the left whose radius is 588.00 feet and whose chord is S23°38'59"W, 189.57 feet, an arc distance of 190.40 feet; S54°34'59"W, 22.84 feet; S06°44'13"W, 12.34 feet; with a curve to the left whose radius is 44.50 feet and whose chord is N63°32'05"E, 17.69 feet, an arc distance of 17.81 feet and with a curve to the left whose radius is 588.00 feet and whose chord is S10°17'44"W, 47.45 feet, an arc distance of 47.46 feet to a point marking the northeasterly corner of the said Parcel 2; thence with the northerly line of Parcel 2 the following courses: N83°15'46"W, 94.75 feet; with a curve to the left whose radius is 142.00 feet and whose chord is S56°56'09"W, 181.80 feet, an arc distance of 197.29 feet and N80°19'30"W, 378.35 feet to the point of beginning, containing 7.51901 acres of land.

Parcel 2:

Non-exclusive easements set forth in that certain Declaration for Trinity Centre recorded in Deed Book 10489, at Page 1262, among the aforesaid land records.

Parcel 3:

A permanent, non-exclusive and reciprocal easement and right-of-way for ingress and egress over and across Parcel 2 and Parcel 3-A, Trinity Centre, as more particularly described in that certain Declaration of Easement and Joint Maintenance Agreement recorded in Deed Book 10489, at Page 1362, among the aforesaid land records.

And being further described by survey prepared by Dewberry & Davis, dated April, 1999, last revised April 26, 2001, by metes and bounds as follows:

Beginning at a point on the westerly line of Trinity Parkway, said point being with a curve to the left whose radius is 588.00 feet and whose chord is S05°17'23"W, 55.28 feet, an arc distance of 55.30 feet from the northeasterly corner of Parcel 2, Trinity Centre, thence through Parcel 2 the following courses: with a curve to the left whose radius is 46.00 feet and whose chord is N55°58'53"W, 42.17 feet, an arc distance of 43.80 feet; N83°15'46"W, 64.10 feet and with a curve to the left whose radius is 114.69 feet and whose chord is S60°05'53"W, 136.89 feet, an arc distance of 146.69 feet; thence through Parcel 2 and continuing with the northerly line of Parcel 2 N80°19'30"W, 49.17 feet to a point; thence through Parcel 3-A, Trinity Centre the following courses: with a curve to the right whose radius is 182.76 feet and whose chord is N46°42'15"E, 201.27 feet, an arc distance of 213.15 feet; with a curve to the right whose radius is 184.65 feet and whose chord is S88°49'33"E, 35.80 feet, an arc distance of 35.86 feet; S83°15'46"E, 68.26 feet and with a curve to the left whose radius is 36.09 feet and whose chord is N84°46'54"E, 14.95 feet, an arc distance of 15.06 feet to a point on the westerly line of Trinity Parkway; thence with the westerly line of Trinity Parkway the following courses: S06°44'13"W, 8.08 feet; with a curve to the left whose radius is 44.50 feet and whose chord is N63°32'05"E, 17.69 feet, an arc distance of 17.81 feet and with a curve to the left whose radius is 588.00 feet and whose chord is S07°36'07"W, 102.63 feet, an arc distance of 102.76 feet to the point of beginning.

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Columbus, Ohio

EXHIBIT D

Legal Descriptions of Additional Property

Parcel 1:

Situated in the State of Ohio, County of Franklin, City of Columbus, Section 2, Township 1, Range 17, United States Military Lands, all out of that tract of land known as Parcel 9 as conveyed to MORSO Holding Co., of record in Official Record 30846G11 (all deed references refer to the records of the Recorder's Office, Franklin County, Ohio) and described as follows:

Beginning for reference at the centerline intersection of Stelzer Road with Easton Way;
thence with the centerline of Easton Way, the following courses:

North $87^{\circ}24'57''$ West, a distance of 241.11 feet to a point of curvature;

With a curve to the left (Delta = $9^{\circ}48'35''$, Radius = 1625.00 feet), a chord bearing and distance of South $87^{\circ}40'46''$ West, 277.88 feet to a point of reverse curvature;

With a curve to the right (Delta = $15^{\circ}03'56''$, Radius = 6055.00 feet), a chord bearing and distance of North $89^{\circ}41'34''$ West, 1587.55 feet to a point;

thence North $7^{\circ}50'24''$ East, partly across the right-of-way of said Easton Way and partly across said MORSO Holding Co. Parcel 9, a distance of 626.31 feet to an iron pin set at the True Point of Beginning;

thence continuing across said MORSO Holding Co. Parcel 9, the following courses and distances:

North $87^{\circ}41'33''$ West, a distance of 355.64 feet to an iron pin set in the arc of a curve to the right;

With the arc of said curve to the right (Delta = $1^{\circ}16'35''$, Radius = 763.00 feet), a chord bearing and distance of North $1^{\circ}40'10''$ East, 17.00 feet to an iron pin set at the point of tangency;

North $2^{\circ}18'27''$ East, a distance of 201.33 feet to an iron pin set;

South $87^{\circ}41'33''$ East, a distance of 355.83 feet to an iron pin set;

South $2^{\circ}18'27''$ West, a distance of 218.33 feet to the True Point of Beginning.

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Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Bearings based on the Ohio State Plan Coordinate System as per NAD83. Control for bearings was from coordinates of Monuments Frank 64 and Frank 164 and determines the bearing for the centerline of Easton Way as North 87°24'57".

Parcel 2:

Non-exclusive appurtenant easements described in Paragraphs 1 and 5 of the Reciprocal Easement Agreement by and between Limtown, Inc., and Easton Town Center, LLC, filed as Instrument Number 200005250103363, as amended by document filed as Instrument Number 200012060246498, Recorder's Office, Franklin County, Ohio.

Parcel 3:

Non-exclusive appurtenant easements described in Paragraphs 1, 2 and 3 of the Parking Ramp Easement filed as Instrument No. 200011070226455, Recorder's Office, Franklin County, Ohio.

Parcel 4:

Non-exclusive appurtenant easements described in Declaration of Surface Parking Easement filed as Instrument No. 200011070226458, Recorder's Office, Franklin County, Ohio.

Property of Cook County Clerk's Office

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Algonquin, Illinois

PARCEL 1:

Lot 1 in Lifetime Fitness Subdivision, being a resubdivision of part of Lot 9 and 10 in Kaper's East Subdivision, a Subdivision of part of the West half of the Southwest Quarter of Section 29, Township 43 North, Range 8, East of the Third Principal Meridian, in McHenry County, Illinois.

PARCEL 2:

Access easement for the benefit of that portion of Parcel 1 falling in the former Lot 9 of Kaper's East Subdivision, said easement created by plat of Kaper's Business Center Unit 1, recorded as Document Number 97R025826, over the following described land:

The East 35 feet of Outlet A in Kaper's Business Center Unit 1, a Subdivision of part of the West 1/2 of the Southwest 1/4 of Section 29, Township 43 North, Range 8 East of the Third Principal Meridian, in McHenry County, Illinois, according to the plat thereof recorded June 4, 1997 as Document Number 97R025826.

PARCEL 3:

Easement created by the Bike Path Easement agreement made by and between Northwest Algonquin/Randall Business Owners Association, an Illinois not-for-profit corporation and FCA Real Estate Holdings, LLC, a Delaware corporation, dated August 21, 2000 and recorded as Document 2000R0046186.

PARCEL 4:

Easement for storm water retention pond purposes as created by Retention Pond Agreement dated July 6, 1993, recorded July 13, 1993 as Document No. 93R040761, as clarified and supplemented by Declaration for Northwest Algonquin/Randall Business Owners Association dated September 15, 1997 and recorded September 15, 1997 as Document No. 97R044939.

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Exhibit E

**TIAA - LIFETIME FITNESS
Recording Schedule**

Property Location Address	First Mortgage/ Deed of Trust	First Assignment of Leases and Rents	Second Mortgage /Deed of Trust	Second Assignment of Leases and Rents
1. Warrenville, Illinois	6/28/01 R2001-130369	6/28/01 R2001-130370	6/28/01 R2001-130371	6/28/01 R2001-130372
2. Schaumburg, Illinois	6/27/01 0010563848	6/27/01 0010563849	6/27/01 0010563850	6/27/01 0010563851
3. Indianapolis, Indiana	7/23/01 2001-0125494	7/23/01 2001-0125495	7/23/01 2001-0125496	7/23/01 2001-0125497
4. Novi, Michigan	7/25/01 Liber 23326, Page 005	7/25/01 Liber 23326, Page 084	7/25/01 Liber 23326 Page 100	7/23/01 Liber 23326, Page 206
5. Shelby, Michigan	not yet available	not yet available	not yet available	not yet available
6. Troy, Michigan	7/25/01 Liber 23325, Page 667	7/25/01 Liber 23325, Page 745	7/25/01 Liber 23325, Page 760	7/25/01 Liber 23325, Page 865
7. Eagan, Minnesota	7/19/01 1794553 Assumption Agreement: 7/19/01 1794559	7/19/01 1794554 Assumption Agreement: 7/19/01 1794559	7/19/01 1794555 Assumption Agreement: 7/19/01 1794559	7/19/01 1794556 Assumption Agreement: 7/19/01 1794559
8. Centerville, Virginia	9/12/01 Deed Book 12220, Page 825	9/12/01 Deed Book 12220, Page 898	9/12/01 Deed Book 12220, Page 915	9/12/01 Deed Book 12220, Page 1010

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Schedule 5.7

Parking Space Requirements

1. Shelby, Michigan - 667 spaces
2. Troy, Michigan - 452 spaces
3. Novi, Michigan - 349 spaces
4. Schaumburg, Illinois - 584 spaces
5. Warrenville, Illinois - 644 spaces
6. Indianapolis, Indiana - 459 spaces
7. Centerville, Virginia - 530 spaces
8. Eagan, Minnesota - 515 spaces
9. Algonquin, Illinois - 742 spaces
10. Columbus, Ohio - 0 spaces