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FIRST AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT

This First Amendment to Amended and Restated Credit Agreement (this "Amendment") is entered into as of the 1st day of September, 1993 by and among William A. Alter ("Obligor"), LaSalle National Trust, N.A., as successor to LaSalle National Bank, not personally, but as Trustee under six (6) separate Trust Agreements each dated February 23, 1982 and known as Trust Nos. 104747, 104748, 104749, 104750, 104751 and 104753, respectively (collectively, the "Elmhurst Trusts"), LaSalle National Trust, N.A., as successor to LaSalle National Bank, not personally, but as Trustee under two (2) separate Trust Agreements dated April 17, 1985 and January 25, 1974, respectively, and respectively known as Trust Nos. 109674 (the "Addison Trust") and 47207 (the "Mt. Prospect Trust"), Southeast Land Partnership, an Illinois general partnership ("SLP"), Southeast Venture Limited Partnership, an Illinois limited partnership ("SVLP"), and Chemical Bank, a New York banking corporation ("Chemical").

RECITALS:

A. Obligor and Chemical have previously entered into that certain Revolving Credit Agreement dated April 26, 1985 ("Revolving Credit Agreement"), as sequentially amended by: that certain Amendment to Revolving Credit Agreement dated as of August 20, 1986; that certain letter agreement dated as of June 24, 1987; that certain Third Amendment to Revolving Credit Agreement dated November ___, 1987; that certain Fourth Amendment to Revolving Credit Agreement dated August 31, 1988; that certain Fifth Amendment to Revolving Credit Agreement dated November 21, 1988; that certain Sixth Amendment to Revolving Credit Agreement dated December 18, 1989; that certain Seventh Amendment to Revolving Credit Agreement dated as of October 1, 1990; that certain Eighth Amendment to Revolving Credit Agreement dated as of January 2, 1991; that certain Ninth Amendment to Revolving Credit Agreement dated as of April 2, 1991; that certain Tenth Amendment to Revolving Credit Agreement dated as of July 1, 1991; that certain Eleventh Amendment to Revolving Credit Agreement dated as of October 1, 1991; and that certain Twelfth Amendment to Revolving Credit Agreement dated November 1, 1991. The Revolving Credit Agreement, as amended, is referred to hereafter as the "Original Agreement."

B. The Original Agreement was amended and restated in its entirety pursuant to an Amended and Restated Credit Agreement dated as of February 1, 1992 which, among other things, converted the outstanding loans evidenced by the Original Agreement into a term loan in an aggregate principal amount of $4,408,992.06. The

Prepared by and after recording return to:

Hopkins & Sutter
Three First National Plaza
Suite 3800
Chicago, Illinois 60602
Attn: Thomas Buranosky

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BOX 333

Original Agreement, as amended and restated pursuant to said Amended and Restated Credit Agreement, is referred to hereafter as the "Agreement."

C. Obligor's obligations under the Agreement were further evidenced by a Promissory Note (the "Note") dated as of February 1, 1992 in the principal amount of $4,408,992.06 from Obligor to the order of Chemical.

D. Obligor's obligations under the Agreement and the Note were secured in accordance with the terms of, among other things, the following documents:

(i) a First Global Amendment to Security Documents (the "First Global Agreement") dated February 1, 1992 by and among Obligor, Chemical, the Addison Trust and the Mt. Prospect Trust, recorded in the Recorder's Office of DuPage County, Illinois as Document No. R92-110385 and in the Recorder's Office of Cook County, Illinois as Document No. 92310247, pursuant to which the mortgages described on Exhibit A-1 attached hereto and made a part hereof (the "Mortgages") were amended and modified to secure, among other things, the Obligor's obligations under the Agreement and the Note. The Mortgages encumber real property legally described on Exhibit B-1 attached hereto and made a part hereof;

(ii) a Second Global Amendment to Security Documents (the "Second Global Agreement") dated February 1, 1992 by and among Chemical, the Elmhurst Trusts, and each of the following Illinois limited partnerships: Welland Limited Partnership No. 1, Welland Limited Partnership No 2, Welland Limited Partnership No. 3, 39A Limited Partnership No. 1, 39A Limited Partnership No. 2, and KYB Limited Partnership. The Second Global Agreement was recorded in the Recorder's Office of DuPage County, Illinois as Document No. R92-087016, pursuant to which the mortgages described on Exhibit A-2 attached hereto and made a part hereof (the "Elmhurst Mortgages") were amended and modified to secure, among other things, the Obligor's obligations under the Agreement and the Note. The Elmhurst Mortgages encumber real property legally described on Exhibit B-2 attached hereto and made a part hereof;

(iii) a Deed to Secure Debt and Security Agreement dated as of February 1, 1992 from SLP in favor of Chemical recorded on May 13, 1992 in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia (the "Recording Office") in Deed Book 7440 at Page 4, encumbering the real property legally described on Exhibit B-3 attached hereto and made a part hereof;

(iv) a First Amendment to Deed to Secure Debt, Assignment of Leases and Rents and Other Loan Documents dated as of February 1, 1992 between SVLP and Chemical recorded on May 4, 1992 in the Recording Office in Deed Book 7406 at Page 77, pursuant to which the documents described on Exhibit A-4 attached hereto and made a part hereof were amended and modified to secure, among other things, the Obligor's obligations under the Agreement

and the Note. The documents described on Exhibit A-4 encumber the real property legally described on Exhibit B-4 attached hereto and made a part hereof;

(v) a Fifth Amendment to Deed to Secure Debt, Assignment of Leases and Rents and other Security Documents dated as of February 1, 1992 from SVLP to Chemical recorded on May 4, 1992 in the Recording Office in Deed Book 7406 at Page 35, pursuant to which the documents described on Exhibit A-5 attached hereto and made a part hereof were amended and modified to secure, among other things, the Obligor's obligations under the Agreement and the Note. The documents described on Exhibit A-5 encumber certain real property legally described on Exhibit B-5 attached hereto and made a part hereof;

(vi) a Fifth Amendment to Deed to Secure Debt, Assignment of Leases and Rents and other Security Documents dated as of February 1, 1992 from SVLP to Chemical recorded on May 4, 1992 in the Recording Office in Deed Book 7406 at Page 49, pursuant to which the documents described on Exhibit A-6 attached hereto and made a part hereof were amended and modified to secure, among other things, the Obligor's obligations under the Agreement and the Note. The documents described on Exhibit A-6 encumber certain real property legally described on Exhibit B-6 attached hereto and made a part hereof; and

(vii) a Sixth Amendment to Deed to Secure Debt, Assignment of Leases and Rents and other Security Documents dated as of February 1, 1992 from SVLP to Chemical recorded on May 4, 1992 in the Recording Office in Deed Book 7406 at Page 63, pursuant to which the documents described on Exhibit A-7 attached hereto and made a part hereof were amended and modified to secure, among other things, the Obligor's obligations under the Agreement and the Note. The documents described on Exhibit A-7 encumber certain real property legally described on Exhibit B-7 attached hereto and made a part hereof.

E. The Note matured on September 1, 1993, and the parties desire to amend the Agreement, the Note and the documents and instruments that secure the same in the manner more fully hereinafter set forth.

NOW, THEREFORE, in consideration of the Recitals, the agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Obligor and Chemical agree as follows:

1. Incorporation of Recitals; Definitions. The Recitals heretofore set forth are hereby by reference incorporated herein and made a part hereof. All capitalized terms not separately defined herein shall have the definitions respectively ascribed to them in the Agreement.

2. Amendment to Definition of Maturity Date. The definition of "Maturity Date" set forth in Section 1 of the Agreement is hereby deleted in its entirety and the following is substituted therefor:

"Maturity Date" shall mean December 1, 1993.

3. Amendment to the Note and the Security Documents. The Maturity Date, as defined in the Note, is hereby changed to December 1, 1993. The documents and instruments which evidence and secure the Agreement and the Note (collectively, the "Security Documents") are hereby amended to reflect this new Maturity Date.

4. Conditions Precedent. Obligor acknowledges and agrees that this Amendment shall be of no force or effect and the Maturity Date shall not be extended as heretofore set forth unless and until:

(a) This Amendment has been executed by Obligor, the Elmhurst Trusts, the Addison/Mt. Prospect Trusts, SLV and SVLP and delivered to and accepted and executed by Chemical in the State of New York and recorded in the respective Recorder's Offices of Cook and DuPage County, Illinois and in the Recording Office of Gwinnett County, Georgia;

(b) Chemical shall have received fully executed counterparts of each of the following documents:

(i) Consent to the First Amendment to the Amended and Restated Credit Agreement executed by WA Land Partnership and Chai Venture, as the beneficiary of the Addison/Mt. Prospect Trusts;

(ii) Consent to the First Amendment to the Amended and Restated Credit Agreement executed by Yorkbrook Park and Oak Creek Venture, as the beneficiaries of the Elmhurst Trusts; and

(iii) Ratifications and confirmations of the environmental indemnification agreements, guaranties, combined security agreements and assignments of beneficial interest in land trust executed by Obligor, SLP and Herbert Rothschild, as the case may be, described on Exhibit C attached hereto;

(c) Chemical shall have received full payment of One Thousand and No/100 Dollars ($1,000.00) as a processing fee charged to Obligor in connection with this Amendment, and Chemical shall have received full reimbursement for its expenses and costs, including but not limited to legal fees, incurred by Chemical in connection with this Amendment.

5. Ratification and Confirmation. Obligor and Chemical hereby: (a) confirm that, except as amended hereby, the Agreement, the Note and each of the Security Documents remain in full force and effect; and (b) ratify and confirm each of the terms of the Agreement, the Note and the Security Documents, each as amended by this Amendment. Obligor hereby confirms that he has no defenses to his obligations under the Agreement, the Note and the Security Documents and has no claims of offset against any amounts now due or hereafter to be due and payable to Chemical under the Agreement, the Note and each of the Security Documents.

6. Trustee's Exculpation. This Amendment is executed and delivered by LaSalle National Trust, N.A., not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, provided that LaSalle National Trust, N.A. hereby personally warrants that it possesses full power and authority to execute and deliver the same. It is expressly understood and agreed that nothing contained in this Amendment shall be construed as creating any liability on LaSalle National Trust, N.A. personally to pay the indebtedness evidenced by the Agreement and the Note and secured by the Security Documents as modified by this Amendment or any interest that may accrue thereon or to perform any covenant, express or implied, contained herein, all such personal liability, if any, being expressly waived by Chemical and by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date first above written.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

WILLIAM A. ALTER

MY COMMISSION EXPIRES:

(AFFIX NOTARY SEAL)

" OFFICIAL SEAL "
ROLLA HEINEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXP: 9/13/95

92542000

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public
This 23rd Day of November 1993
MY COMMISSION EXPIRES:

(AFFIX NOTARY SEAL)

"OFFICIAL SEAL"
Kathleen E. Eyo
Notary Public, State of Illinois
My Commission Expires Oct. 23, 1995

LaSALLE NATIONAL TRUST, N.A., as successor to LaSalle National Bank, not personally, but as Trustee aforesaid under Trust Nos. 104747, 104748, 104749, 104750, 104751, 104753, 109674 and 47207

BY:
TITLE: Vice President

ATTEST:
TITLE: Assistant Secretary

[CORPORATE SEAL]

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

MY COMMISSION EXPIRES:

(AFFIX NOTARY SEAL)

" OFFICIAL SEAL "
ROLLA HEINEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXP: 9/13/95

SOUTHEAST LAND PARTNERSHIP, a Illinois general partnership

By: W. A. Land Partnership, an Illinois limited partnership
Its: General Partner

By: 13 Chai Corp., an Illinois corporation
Its: General Partner

BY:
TITLE: President

ATTEST:
TITLE:

[CORPORATE SEAL]

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Signed, sealed and delivered in the presence of:

SOUTHEAST VENTURE LIMITED PARTNERSHIP, an Illinois limited partnership

By: Southeast Development Group, Inc., an Illinois corporation
Its: General Partner

Unofficial Witness

BY:
TITLE:

Notary Public

ATTEST:
TITLE:

MY COMMISSION EXPIRES:

[CORPORATE SEAL]

(AFFIX NOTARY SEAL)
OFFICIAL SEAL
ROLLA HEINEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXP: 9/23/95

Signed, sealed and delivered in the presence of:

CHEMICAL BANK, a New York banking corporation

Unofficial Witness

By:
TITLE: Vice President

Notary Public

ATTEST:
TITLE: ASSIST VICE PRESIDENT

MY COMMISSION EXPIRES:

[CORPORATE SEAL]

(AFFIX NOTARY SEAL)
JANET HERNANDEZ
NOTARY PUBLIC, State of New York
No. 03-4915002
Qualified in Bronx County
Commission Expires February 29, 1994

EXHIBIT A-1

ADDISON/MT. PROSPECT MORTGAGES

1. THAT CERTAIN MORTGAGE DATED NOVEMBER 1, 1985 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, DUPAGE COUNTY, ILLINOIS ON NOVEMBER 5, 1985 AS DOCUMENT NO. R85-96474, AS AMENDED THEREAFTER FROM TIME TO TIME ("MORTGAGE NO. 1").

2. THAT CERTAIN MORTGAGE DATED AUGUST 29, 1986 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS ON SEPTEMBER 11, 1986 AS DOCUMENT NO. 86406853, AS AMENDED THEREAFTER FROM TIME TO TIME ("MORTGAGE NO. 2").

EXHIBIT A-2

ELMHURST MORTGAGES

MORTGAGE DATED MARCH 1, 1983 AND RECORDED APRIL 7, 1983 AS DOCUMENT R83-19559 MADE BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 23, 1982 AND KNOWN AS TRUST NUMBER 104749 TO CHEMICAL BANK, A NEW YORK BANKING CORPORATION, SECURING OBLIGATIONS OF MORTGAGOR AND WEILAND LIMITED PARTNERSHIP NO. 1 UNDER THAT CERTAIN REIMBURSEMENT AGREEMENT DATED MARCH 1, 1983 AMONG MORTGAGOR, SAID PARTNERSHIP AND CHEMICAL BANK, IN THE AMOUNT OF $705,857.00 ("MORTGAGE A").

MORTGAGE DATED MARCH 1, 1983 AND RECORDED APRIL 7, 1983 AS DOCUMENT R83-19548 MADE BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 23, 1982 AND KNOWN AS TRUST NUMBER 104750 TO CHEMICAL BANK, A NEW YORK BANKING CORPORATION, SECURING OBLIGATIONS OF MORTGAGOR AND WEILAND LIMITED PARTNERSHIP NO. 2 UNDER THAT CERTAIN REIMBURSEMENT AGREEMENT DATED MARCH 1, 1983 AMONG MORTGAGOR, SAID PARTNERSHIP AND CHEMICAL BANK, IN THE AMOUNT $705,857.00 ("MORTGAGE B").

MORTGAGE DATED MARCH 1, 1983 AND RECORDED APRIL 7, 1983 AS DOCUMENT R83-19537 MADE BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 23, 1982 KNOWN AS TRUST NUMBER 104751 TO CHEMICAL BANK, A NEW YORK BANKING CORPORATION, SECURING OBLIGATIONS OF MORTGAGOR AND WEILAND LIMITED PARTNERSHIP NO. 3 UNDER THAT CERTAIN REIMBURSEMENT AGREEMENT DATED MARCH 1, 1983 AMONG MORTGAGOR, SAID PARTNERSHIP AND CHEMICAL BANK, IN THE AMOUNT OF $705,857.00 ("MORTGAGE C").

MORTGAGE DATED JANUARY 30, 1983 AND RECORDED FEBRUARY 23, 1983 AS DOCUMENT R83-09993 MADE BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 23, 1982 AND KNOWN AS TRUST NUMBER 104747 TO CHEMICAL BANK, A NEW YORK BANKING CORPORATION, SECURING OBLIGATIONS OF MORTGAGOR AND 39A LIMITED PARTNERSHIP NO. 1 UNDER THAT CERTAIN REIMBURSEMENT AGREEMENT DATED JANUARY 30, 1983 AMONG MORTGAGOR, SAID PARTNERSHIP AND CHEMICAL BANK, IN THE AMOUNT OF $1,027,216.00 ("MORTGAGE D").

MORTGAGE DATED JANUARY 30, 1983 AND RECORDED FEBRUARY 23, 1983 AS DOCUMENT R83-09983 MADE BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 23, 1982 AND KNOWN AS TRUST NUMBER 10748 TO CHEMICAL BANK, A NEW YORK BANKING CORPORATION, SECURING OBLIGATIONS OF MORTGAGOR AND 39A LIMITED PARTNERSHIP NO. 2 UNDER THAT CERTAIN REIMBURSEMENT AGREEMENT DATED JANUARY 30, 1983

AMONG MORTGAGOR, SAID PARTNERSHIP AND CHEMICAL BANK, IN THE AMOUNT OF $1,027,216.00 ("MORTGAGE E").

MORTGAGE DATED JANUARY 30, 1983 AND RECORDED FEBRUARY 23, 1983 AS DOCUMENT R83-09953 MADE BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 23, 1982 AND KNOWN AS TRUST NUMBER 104753 TO CHEMICAL BANK, A NEW YORK BANKING CORPORATION, SECURING OBLIGATIONS OF MORTGAGOR AND KYB LIMITED PARTNERSHIP UNDER THAT CERTAIN REIMBURSEMENT AGREEMENT DATED JANUARY 30, 1983 AMONG MORTGAGOR, SAID PARTNERSHIP AND CHEMICAL BANK, IN THE AMOUNT OF $997,897.00 ("MORTGAGE F").

EXHIBIT A-3

[INTENTIONALLY OMITTED]

EXHIBIT A-4

A Deed to Secure Debt and Security Agreement made by Southeast Venture Limited Partnership to Chemical Bank dated June 12, 1990 and recorded June 28, 1990 in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia at Deed Book 6087, Page 195.

An Assignment of Leases and Rents made by Southeast Venture Limited Partnership to Chemical Bank dated June 12, 1990 and recorded June 28, 1990 in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia at Deed Book 6087, Page 231.

EXHIBIT A-5

A Deed to Secure Debt and Security Agreement (Building A) made by Southeast Development Group, Inc. to Chemical Bank dated November 14, 1986 and recorded November 14, 1986 in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia at Deed Book 3925, Page 176.

A Collateral Assignment of Leases and Rents (Building A) made by Southeast Development Group, Inc. to Chemical Bank dated November 14, 1986 and recorded November 14, 1986 in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia at Deed Book 3925, Page 284.

EXHIBIT A-6

A Deed to Secure Debt and Security Agreement (Building B) made by Southeast Development Group, Inc. to Chemical Bank dated November 14, 1986 and recorded November 14, 1986 in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia at Deed Book 3925, Page 212.

A Collateral Assignment of Leases and Rents (Building B) made by Southeast Development Group, Inc. to Chemical Bank dated November 14, 1986 and recorded November 14, 1986 in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia at Deed Book 3925, Page 296.

EXHIBIT A-7

A Deed to Secure Debt and Security Agreement (Building C) made by Southeast Development Group, Inc. to Chemical Bank dated November 14, 1986 and recorded November 14, 1986 in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia at Deed Book 3925, Page 248.

A Collateral Assignment of Leases and Rents (Building C) made by Southeast Development Group, Inc. to Chemical Bank dated November 14, 1986 and recorded November 18, 1986 in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia at Deed Book 3930, Page 39.

EXHIBIT B-1

ADDISON/MT. PROSPECT LEGAL DESCRIPTIONS

AS TO MORTGAGE NO. 1:

LOTS 2 AND 3 IN TOLLWAY PARK, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 26, 1985 AS DOCUMENT R85-60220 IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 02 25 201 029
02 25 201 030
02 25 201 036 (PARTIALLY AFFECTS LOT 2)

AS TO MORTGAGE NO. 2:

THAT PART OF LOT 4, IN LINNEMAN'S DIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 10, 1953, AS DOCUMENT NUMBER 15716544, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST RIGHT OF WAY LINE OF ELMHURST ROAD, BEING 50.00 FEET WEST OF THE EAST LINE OF SAID LOT 4 AND 869.23 FEET SOUTH OF THE NORTH LINE OF SAID LOT 4; THENCE WEST PERPENDICULAR TO SAID WEST RIGHT OF WAY LINE OF ELMHURST ROAD, A DISTANCE OF 412.05 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG A CURVE BEING CONCAVE TO THE NORTH EAST AND HAVING A RADIUS OF 100.00 FEET, A DISTANCE OF 78.54 FEET; THENCE NORTH WEST TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 83.55 FEET; THENCE NORTH EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 496.13 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO THE WEST RIGHT OF WAY LINE OF SAID ELMHURST ROAD, 191.02 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID ELMHURST ROAD; THENCE SOUTH ALONG SAID RIGHT OF WAY LINE 439.19 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

P.I.N. 08 23 203 011

EXHIBIT B-2

ELMHURST LEGAL DESCRIPTIONS

AS TO MORTGAGE A:

THE EAST 145.55 FEET OF LOT 1 AND THE SOUTH 127.00 FEET OF THE WEST 67.91 FEET OF THE EAST 213.46 FEET OF SAID LOT 1 IN RESUBDIVISION OF OAK CREEK UNIT 2, BEING A SUBDIVISION OF PART OF THE SOUTH WEST FRACTIONAL QUARTER OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1981 AS DOCUMENT R81-55903, IN DUPAGE COUNTY, ILLINOIS

Property Address: 1800 Springer Drive
Lombard, Illinois

P.I.N. 06 19 304 014

AS TO MORTGAGE B:

THAT PART OF LOT 1 LYING SOUTH OF A LINE 138.61 FEET NORTH OF AN PARALLEL WITH THE MOST SOUTHERLY LINE THEREOF AND LYING WEST OF THE EAST 213.46 FEET THEREOF, THE WEST 32.66 FEET OF THE EAST 246.12 FEET OF THAT PART OF LOT 1 LYING NORTH OF SAID SOUTH 138.61 FEET THEREOF AND THE WEST 67.91 FEET OF THE EAST 213.46 FEET OF THE PART OF SAID LOT 1 LYING NORTH OF THE SOUTH 127.00 FEET THEREOF, IN RESUBDIVISION OF OAK CREEK UNIT 2, BEING A SUBDIVISION OF PART OF THE SOUTH WEST FRACTIONAL QUARTER OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1981 AS DOCUMENT R81-55903, IN DUPAGE COUNTY, ILLINOIS

Property Address: 1800 Springer Drive
Lombard, Illinois

P.I.N. 06 19 304 014

AS TO MORTGAGE C:

THAT PART OF LOT 1 LYING WEST OF THE EAST 246.12 FEET THEREOF AND LYING NORTH OF A LINE 138.61 FEET NORTH OF AND PARALLEL WITH THE

MOST SOUTHERLY SOUTH LINE OF SAID LOT 1 IN RESUBDIVISION OF OAK CREEK UNIT 2, BEING A SUBDIVISION OF PART OF THE SOUTH WEST FRACTIONAL QUARTER OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1981 AS DOCUMENT R81-55903, IN DUPAGE COUNTY, ILLINOIS

Property Address: 1800 Springer Drive
Lombard, Illinois

P.I.N. 06 19 304 014

AS TO MORTGAGE D:

THE NORTH 307.95 FEET OF THAT PART OF LOT 4 LYING EAST OF THE WEST 143.47 FEET THEREOF AND THAT PART OF SAID LOT 4 LYING EAST OF THE WEST 335.00 FEET THEREOF AND LYING SOUTH OF THE NORTH 307.95 FEET THEREOF, IN LOMBARD INDUSTRIAL PARK UNIT NO. 11 BEING A SUBDIVISION OF PART OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 31, 1978 AS DOCUMENT R78-70568 AND CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT R78-124161, IN DUPAGE COUNTY, ILLINOIS

Property Address: 400-422 Eisenhower Lane
Lombard, Illinois

P.I.N. 06 30 201 015

AS TO MORTGAGE E:

THE EAST 46.56 FEET OF THE WEST 143.47 FEET OF LOT 4 AND THAT PART OF THE EAST 191.53 FEET OF THE WEST 335.00 FEET OF SAID LOT 4 LYING SOUTH OF THE NORTH 307.95 FEET THEREOF IN LOMBARD INDUSTRIAL PARK UNIT NO. 11, BEING A SUBDIVISION OF PART OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 31, 1978 AS DOCUMENT R78-70568 AND CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT R78-124161, IN DUPAGE COUNTY, ILLINOIS

Property Address: 400-422 Eisenhower Lane
Lombard, Illinois

P.I.N. 06 30 201 016

R100215-2

AS TO MORTGAGE F:

LOT 16 IN OAK CREEK UNIT 6, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTH WEST FRACTIONAL 1/4 OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1981 AS DOCUMENT R81-55904, IN DUPAGE COUNTY, ILLINOIS

Property Address: 901 Oak Creek Drive
Lombard, Illinois

P.I.N. 06 19 304 010

R100315-2

EXHIBIT B-3

LEGAL DESCRIPTION

ALL THAT TRACT or parcel of land lying and being in Land Lot 325 of the 6th District of Gwinnett County, Georgia, containing 33.288 acres, same being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at a point which marks the intersection of the southwesterly Right-of-Way Line of River Green Parkway (being an Eighty (80') foot Right-of-Way at said point) with the westerly Right-of-Way Line of Corporate Way Line of said Corporate Way and traveling along the southwesterly Right-of-Way Line of said River Green Parkway along a curve to the left an arc distance of 28.00 feet (said arc being subtended by a chord bearing north 81 degrees 57 minutes 45 seconds west a chord distance of 28.00 feet and having a radius of 1060.00 feet) to a point on the southwesterly Right-of-Way Line of said River Green Parkway; thence continuing along said Right-of-Way Line south 07 degrees 16 minutes 51 seconds west a distance of 15.00 feet to a point on said Right-of-Way Line (being a One Hundred Ten (110') foot Right-of-Way at said point); thence continuing along said Right-of-Way Line along a curve to the right of arc distances of 454.42 feet (said arc being subtended by a chord bearing north 61 degrees 12 minutes 04 seconds west a chord distance of 443.82 feet and having a radius of 605.00 feet) to an iron pin set on said Right-of-Way Line, which iron pin set is the TRUE POINT OF BEGINNING; FROM THE TRUE POINT OF BEGINNING as thus established leaving the southwesterly Right-of-Way Line of said River Green Parkway and traveling south 49 degrees 09 minutes 11 seconds west a distance of 222.33 feet to an iron pin set; thence traveling south 57 degrees 33 minutes 33 seconds west a distance of 48.24 feet to an iron pin set; thence traveling along a curve to the left an arc distance of 165.52 feet (said arc being subtended by a chord bearing south 52 degrees 43 minutes 25 seconds west a chord distance of 99.64 feet and having a radius of 50.00 feet) to an p.k. nail set; thence traveling south 57 degrees 05 minutes 41 seconds west a distance of 346.64 feet to an iron pin found; thence traveling north 32 degrees 54 minutes 19 seconds west a distance of 315.21 feet to an iron pin found; thence traveling north 35 degrees 32 minutes 16 seconds east a distance of 45.00 feet to an iron pin found; thence traveling north 42 degrees 62 minutes 18 seconds west a distance of 606.42 feet to an iron pin set on the easterly Right-of-Way Line of said River Green Parkway (being a One Hundred Ten (110') foot Right-of-Way at said point); thence traveling along the easterly Right-of-Way Line of said River Green Parkway along a curve to the left an arc distance of 600.38 feet (said arc being subtended by a chord bearing north 13 degrees 54 minutes 15 seconds east a chord distance of 693.84 feet and having a radius of 1155.00 feet) to a point on said Right-of-Way Line; thence continuing along said Right-of-Way Line following the curvature thereof the following courses and distances;

south 89 degrees 00 minutes 52 seconds west a distance of 15.00 feet to a point on said Right-of-Way Line (being an Eighty (80') foot Right-of-Way at said point);

north 00 degrees 59 minutes 10 seconds west a distance of 19.47 feet to a point on said Right-of-Way Line;
along a curve to the right an arc distance of 905.12 feet (said arc being subtended by a chord bearing north 51 degrees 23 minutes 46 seconds east a chord distance of 784.19 feet and having a radius of 495.00 feet) to a point on the southerly Right-of-Way Line of said River Green Parkway; south 76 degrees 13 minutes 10 seconds east a distance of 19.47 feet to a point on said Right-of-Way Line;
along a curve to the right an arc distance of 932.55 feet (said arc being subtended by a chord bearing south 23 degrees 50 minutes 13 seconds east a chord distance of 807.96 feet and having a radius of 510.00 feet) to a point on the westerly Right-of-Way Line of said River Green Parkway;
north 51 degrees 27 minutes 17 seconds west a distance of 15.00 feet to a point on said Right-of-Way Line (being a One Hundred Ten (110') foot Right-of-Way at said point)

thence continuing along said Right-of-Way Line along a curve to the left an arc distance of 720.00 feet (said arc being subtended by a chord bearing south 05 degrees 34 minutes 08 seconds west a chord distance of 678.64 feet and having a radius of 605.00 feet) to an iron pin set on the southwesterly Right-of-Way Line of said River Green Parkway, which iron pin set is the TRUE POINT OF BEGINNING.

ALL AS SHOWN on that certain Survey entitled "Survey for Southeast Land Partnership, Chicago Title Ins., Co. and Chemical Bank, a New York Banking Corporation", prepared by Hayes, James & Associates, stamped by Billy Ray Cheek, Georgia Registered Land Surveyor No. 1615, dated April 30, 1992.

6/06/92-lar-2-04284

EXHIBIT B-4

LEGAL DESCRIPTIONS

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 325 of the 6th Land District, Gwinnett County, Georgia, and being more particularly described as follows:

BEGINNING at a point of intersection of Peachtree Industrial Boulevard's 150-foot northwesterly right-of-way and River Green Parkway's southwesterly right-of-way (being 100-feet wide at the point of intersection); thence North 48 degrees 26 minutes 22 seconds West a distance of 223.83 feet to a point on said right-of-way of River Green Parkway (being 80 feet wide at this point), and being the point of curvature of a curve to the left having a radius of 1000.00 feet, a chord bearing of North 66 degrees 00 minutes 11 seconds West and a chord distance of 552.30 feet; following the southwesterly right-of-way of River Green Parkway along said curve an arc distance of 556.63 feet to the end of said curve to a point on the northerly right-of-way line of Corporate Way (being a 60-foot right-of-way), and being the TRUE POINT OF BEGINNING; thence from said TRUE POINT OF BEGINNING along the northerly right-of-way line of Corporate Way: South 10 degrees 24 minutes 58 seconds West following said northerly right-of-way line of Corporate Way a distance of 10.64 feet to the point of curvature of a curve to the right having a radius of 70.00 feet, a chord bearing of South 24 degrees 42 minutes 29 seconds West and a chord distance of 34.56 feet; along said curve following said northerly right-of-way line of Corporate Way an arc distance of 34.92 feet to an iron pin found at the end of said curve; thence South 39 degrees 00 minutes 00 seconds West following said northerly right-of-way line of Corporate Way a distance of 228.26 feet to the point of curvature of a curve to the right having a radius of 65.00 feet, a chord bearing of South 76 degrees 04 minutes 32 seconds West and a chord distance of 114.54 feet; along said curve following said northerly right-of-way line of Corporate Way an arc distance of 122.94 feet to a point at the end of said curve; thence North 66 degrees 50 minutes 57 seconds West following said northerly right-of-way line of Corporate Way a distance of 202.50 feet to a point, being the point of curvature of a curve to the right having a radius of 125.00 feet, a chord bearing of North 49 degrees 52 minutes 38 seconds West and a chord distance of 72.98 feet; along said curve an arc distance of 74.05 feet to a point being the end of said curve; thence North 32 degrees 54 minutes 19 seconds West a distance of 69.15 feet to a point; thence North 57 degrees 05 minutes 41 seconds East a distance of 55.38 feet to a point; thence North 40 degrees 05 minutes 51 seconds East a distance of 247.94 feet to a point on the southerly right-of-way of River Green Parkway, being a 110-foot right-of-way and being a point of curvature of a curve to the left having a radius of 605.00 feet, a chord bearing of South 62 degrees 31 minutes 30 seconds East and a chord distance of 417.03 feet; along said curve an arc distance of 425.78 feet to an iron pin found; thence continuing along the southerly right-of-way line of River Green parkway North 07 degrees 16 minutes 51 seconds East a distance of 15.00 feet to an iron pin found; thence continuing along said southerly right-of-way line of River Green Parkway South 81 degrees 57 minutes 45 seconds East a distance of 28.00 feet to the TRUE POINT OF BEGINNING.

EXHIBIT B-4 (Continued)

LEGAL DESCRIPTIONS

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 325 of the 6th Land District, Gwinnett County, Georgia, and being more particularly described as follows:

BEGINNING at a point of intersection of Peachtree Industrial Boulevard's 150-foot northwesterly right-of-way and River Green Parkway's southwesterly right-of-way (being 100-feet wide at the point of intersection); thence North 46 degrees 26 minutes 22 seconds West a distance of 223.03 feet to a point on said right-of-way of River Green Parkway (being 80 feet wide at this point), and being the point of curvature of a curve to the left having a radius of 1060.00 feet, a chord bearing of North 68 degrees 09 minutes 11 seconds West and a chord distance of 552.36 feet; following the southwesterly right-of-way of River Green Parkway along said curve an arc distance of 558.03 feet to the end of said curve to a point on the northerly right-of-way line of Corporate Way (being a 60-foot right-of-way) the following courses: South 10 degrees 24 minutes 58 seconds West a distance of 10.64 feet to the point of curvature of a curve to the right having a radius of 70.00 feet, a chord bearing of South 24 degrees 42 minutes 29 seconds West and a chord distance of 34.56 feet; along said curve an arc distance of 34.92 feet to an iron pin found at the end of said curve; thence South 39 degrees 00 minutes 00 seconds West a distance of 220.26 feet to the point of curvature of a curve to the right having a radius of 95.00 feet, a chord bearing of South 76 degrees 04 minutes 32 seconds West and a chord distance of 114.54 feet; along said curve an arc distance of 122.94 feet to a point at the end of said curve; thence North 65 degrees 50 minutes 57 seconds West a distance of 262.50 feet to a point; thence running across Corporate Way South 26 degrees 53 minutes 54 seconds West a distance of 60.13 feet to the TRUE POINT OF BEGINNING; thence from the TRUE POINT OF BEGINNING along the southerly right-of-way line of Corporate Way South 65 degrees 50 minutes 57 seconds East a distance of 18.67 feet to a point; thence departing said Corporate Way right-of-way South 23 degrees 09 minutes 03 seconds West a distance of 305.00 feet to an iron pin found; thence North 65 degree 50 minutes 57 seconds West a distance of 273.53 feet to an iron pin found; thence North 32 degrees 54 minutes 19 seconds West a distance of 191.00 feet to an iron pin found; thence North 57 degrees 05 minutes 41 seconds East a distance of 366.00 feet to a point; thence South 32 degrees 54 minutes 19 seconds East a distance of 132.08 feet to a point of curvature of a curve to the left having a radius of 185.00 feet, a chord bearing of South 49 degrees 14 minutes 48 seconds East and a chord distance of 104.25 feet along said curve an arc distance of 105.68 feet to a point at the end of said curve being the TRUE POINT OF BEGINNING.

EXHIBIT B-5

LEGAL DESCRIPTIONS

All that tract or parcel of land lying and being in Land Lot 325 of the 6th Land District of Gwinnett County, Georgia and being more particularly described as follows:

Beginning at a point of intersection of Peachtree Industrial Boulevard's 150-foot northwesterly right-of-way and River Green Parkway's southwesterly right-of-way being 100 feet wide at the point of intersection; thence North 48 degrees 26 minutes 22 seconds West a distance of 223.83 feet to the point of curvature of a curve to the left having a radius of 1060.00 feet, a chord bearing of North 54 degrees 30 minutes 48 seconds West and a chord distance of 129.92 feet; thence along said curve an arc distance of 130.00 feet to the end of said curve to a one-half inch rebar set being the TRUE POINT OF BEGINNING; thence South 39 degrees 00 minutes 00 seconds West a distance of 319.45 feet to a one-half inch rebar set ; thence North 51 degrees 00 minutes 00 seconds West a distance of 330.00 feet to a one-half inch rebar set; thence North 39 degrees 00 minutes 00 seconds East a distance of 310.65 feet to the point of curvature of a curve to the left having a radius of 130.00 feet, a chord bearing of North 26 degrees 52 minutes 47 seconds East and a chord distance of 54.59 feet; thence along said curve an arc distance of 55.00 feet to the end of said curve; thence North 56 degrees 18 minutes 42 seconds East a distance of 28.35 feet to the point of curvature of a curve to the right having a radius of 1060.00 feet, a chord bearing of South 67 degrees 27 minutes 14 seconds East and a chord distance of 347.25 feet; thence along said curve an arc distance of 348.82 feet to the end of said curve to a one-half inch rebar set being the TRUE POINT OF BEGINNING.

EXHIBIT B-6

LEGAL DESCRIPTIONS

All that tract or parcel of land lying and being in Land Lots 322 and 325 of the 6th Land District of Gwinnett County, Georgia and being more particularly described as follows:

Beginning at a point of intersection of Peachtree Industrial Boulevard's 150-foot northwesterly right-of-way and River Green Parkway's southwesterly right-of-way being 100 feet wide at the point of intersection; thence North 48 degrees 26 minutes 22 seconds West a distance of 223.83 feet to the point of curvature of a curve to the left having a radius of 1060.00 feet, a chord bearing of North 54 degrees 30 minutes 48 seconds West and a chord distance of 129.92 feet; thence along said curve an arc distance of 130.00 feet to the end of said curve to a one-half inch rebar set; thence South 39 degrees 00 minutes 00 seconds West a distance of 319.45 feet to a one-half inch rebar set being the TRUE POINT OF BEGINNING; thence South 39 degrees 00 minutes 00 seconds West a distance of 420.10 feet to a one-half inch rebar set; thence North 66 degrees 50 minutes 57 seconds West a distance of 300.00 feet to a one-half inch rebar set; thence North 23 degrees 09 minutes 03 seconds East a distance of 133.30 feet to a one-half inch rebar set; thence North 39 degrees 00 minutes 00 seconds East a distance of 173.29 feet to a one-half inch rebar set; thence North 13 degrees 55 minutes 29 seconds West a distance of 45.54 feet to a point of curvature of a curve to the left having a radius of 155.00 feet, a chord bearing of North 57 degrees 32 minutes 16 seconds East and a chord distance of 98.56 feet; thence along said curve an arc distance of 100.30 feet to the end of said curve; thence North 39 degrees 00 minutes 00 seconds East a distance of 87.61 feet to a one-half inch rebar set; thence South 51 degrees 00 minutes 00 seconds East a distance of 330.00 feet to a one-half inch rebar set being the TRUE POINT OF BEGINNING.

EXHIBIT B-7

LEGAL DESCRIPTIONS

All that tract or parcel of land lying and being in Land Lot 325 of the 6th Land District of Gwinnett County, Georgia and being more particularly described as follows:

Beginning at a point of intersection of Peachtree Industrial Boulevard's 150-foot northwesterly right-of-way and River Green Parkway's southwesterly right-of-way being 100 feet wide at the point of intersection; thence North 48 degrees 26 minutes 22 seconds West a distance of 223.83 feet to the point of curvature of a curve to the left having a radius of 1060.00 feet, a chord bearing of North 54 degrees 30 minutes 48 seconds West and a chord distance of 129.92 feet; thence along said curve an arc distance of 130.00 feet to the end of said curve to a one-half inch rebar set; thence South 39 degrees 00 minutes 00 seconds West a distance of 747.55 feet to a one-half inch rebar set; thence North 66 degrees 50 minutes 57 seconds West a distance of 300.00 feet to a one-half inch rebar set being the TRUE POINT OF BEGINNING; thence North 66 degrees 50 minutes 57 seconds West a distance of 321.33 feet to a one-half inch rebar set; thence North 23 degrees 09 minutes 03 seconds East a distance of 305.00 feet to a one-half inch rebar set; thence South 66 degrees 50 minutes 57 seconds East a distance of 247.76 feet to the point of curvature of a curve to the left having a radius of 155.00 feet, a chord bearing of South 85 degrees 23 minutes 13 seconds East and a chord distance of 98.56 feet; thence along said curve an arc distance of 100.30 feet to the end of said curve to a one-half inch rebar set; thence South 13 degrees 55 minutes 29 seconds East a distance of 45.54 feet to a one-half inch rebar set; thence South 39 degrees 00 minutes 00 seconds West a distance of 173.29 feet to a one-half inch rebar set; thence South 23 degrees 09 minutes 03 seconds West a distance of 133.30 feet to a one-half inch rebar set being the TRUE POINT OF BEGINNING.

EXHIBIT C

RATIFICATIONS AND CONFIRMATIONS

Hazardous Material, Guaranty and Indemnification Agreement dated February 1, 1992 from William A. Alter to Chemical Bank pertaining to the mortgages described on Exhibit A-1 above.

Guaranty of Payment and Performance dated November 1, 1985 executed by William A. Alter in favor of Chemical Bank related to the loan secured by the mortgage described as Mortgage No. 1 on Exhibit A-1 above.

Combined Security Agreement and Assignment of Beneficial Interest in Land Trust dated November 1, 1985 executed by William A. Alter in favor of Chemical Bank and pertaining to the Addison Trust (as defined above).

Guaranty of Repayment dated August 29, 1986 executed by William A. Alter in favor of Chemical Bank related to the loan secured by the mortgage described as Mortgage No. 2 on Exhibit A-1 above.

Guaranty dated September 30, 1987 from William A. Alter in favor of Chemical Bank guaranteeing that certain Reimbursement Agreement dated September 30, 1987 as more fully described in the First Global Amendment (as defined above).

Hazardous Material, Guaranty and Indemnification Agreement dated February 1, 1992 from Southeast Land Partnership in favor of Chemical Bank related to the real property described on Exhibit B-3 above.

Guaranty of Payment and Performance dated June 12, 1990 from William A. Alter and Herbert Rothschild in favor of Chemical Bank pertaining to the loan secured by the deed to secure debt described on Exhibit A-4 above.

Guaranty of Performance dated June 12, 1990 executed by William A. Alter and Herbert Rothschild in favor of Chemical Bank securing Borrower's obligations under the loan secured by the deed to secure debt described on Exhibit A-4 above.

Guaranty of Payment and Performance dated November 14, 1986 executed by William A. Alter in favor of Chemical Bank pertaining to obligations under a loan secured by the mortgage described on Exhibit A-5 above.

Guaranty of Payment and Performance dated November 14, 1986 executed by William A. Alter in favor of Chemical Bank pertaining to obligations under a loan secured by the deed to secure debt described on Exhibit A-6 above.

Guaranty of Payment and Performance dated November 14, 1986 executed by William A. Alter in favor of Chemical Bank pertaining to obligations under a loan secured by the deed to secure debt described on Exhibit A-7 above.

Guaranty of Payment and Performance dated November 14, 1986 executed by Herbert Rothschild in favor of Chemical Bank pertaining to a loan secured by the deed to secure debt referred to on Exhibit A-5 above.

Guaranty of Payment and Performance dated November 14, 1986 executed by Herbert Rothschild in favor of Chemical Bank pertaining to a loan secured by the deed to secure debt referred to on Exhibit A-6 above.

Guaranty of Payment and Performance dated November 14, 1986 executed by Herbert Rothschild in favor of Chemical Bank pertaining to a loan secured by the deed to secured debt referred to on Exhibit A-7 above.

Hazardous Material Guaranty and Indemnification Agreement dated February 1, 1992 made by Southeast Land Partnership in favor of Chemical Bank relating to the real property described on Exhibits B-5, B-6 and B-7 above.