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Doc#: 0426127012
Eugene "Gene" Moore Fee: \$42.00
Cook County Recorder of Deeds
Date: 09/17/2004 09:58 AM Pg: 1 of 10

Near North National Title Corp
222 North LaSalle Street
Chicago, Illinois 60601

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FOURTH MODIFICATION OF LOAN DOCUMENTS

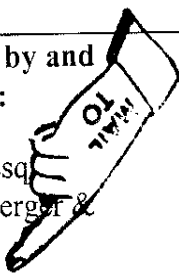
THIS FOURTH MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made as of the 3rd day of August, 2004, by and among **CHURCH STREET PLAZA, LLC**, an Illinois limited liability company ("Borrower"), **ARTHUR HILL & CO. LLC**, a Delaware limited liability company ("Guarantor"), and **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association, its successors and assigns ("Lender").

RECITALS:

A. Lender has heretofore made a loan ("Loan") to Borrower in the principal amount of Twenty Five Million and No/100 Dollars (\$25,000,000.00) pursuant to the terms and conditions of a Construction Loan Agreement dated as of August 25, 1999 between Borrower and Lender, (the "Loan Agreement", all terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement), and as evidenced by a Promissory Note dated August 25, 1999, in the principal amount of the Loan made payable by Borrower to the order of Lender ("Original Note"). The Original Note has been amended, restated, and combined by: (i) that certain Amended and Restated Promissory Note (the "Amended and Restated Note") dated as of December 18, 2002 made by Borrower and payable to the order of Lender in the principal amount of \$26,000,000.00, and (ii) that certain Revolving Promissory Note dated as of December 18, 2002 made by Borrower and payable to the order of Lender in the principal amount of \$1,000,000.00 (jointly, the "Replacement Notes").

This document prepared by and after recording return to:

Heather K. Aeschleman, Esq.
Schwartz, Cooper, Greenberg &
Krauss, Chartered
180 North LaSalle Street
Suite 2700
Chicago, Illinois 60601



Permanent Index Numbers:

11-18-125-014-0000

Address of Property:

1701-1765 Maple Avenue
Evanston, Illinois 60201

199901598 / smw

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B. The Loan is secured by: (i) that certain Construction Mortgage and Security Agreement with Assignment of Rents dated August 25, 1999 from Borrower to Lender recorded with the Recorder of Deeds in Cook, County, Illinois (the "Recorder's Office") on September 1, 1999, as Document No. 99835742 ("Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto ("Property"), (ii) that certain Assignment of Leases and Rents dated August 25, 1999, from Borrower to Lender and recorded in the Recorder's Office on September 1, 1999, as Document No. 99835743 (the "Assignment of Leases"); (iii) that certain Environmental Indemnity Agreement dated August 25, 1999 from Borrower and Guarantor to Lender (the "Indemnity Agreement"); (iv) that certain Security Agreement dated August 25, 1999, from Borrower to Lender ("Security Agreement"); (v) that certain Guaranty of Payment dated December 18, 2002 from Guarantor to Lender (the "Replacement Guaranty of Payment"); and (vi) certain other loan documents evidencing, securing and guarantying the Loan (the Loan Agreement, the Replacement Notes, the Mortgage, the Assignment of Leases, the Indemnity Agreement, the Security Agreement, the Replacement Guaranty of Payment, the Guaranty of Completion and the other documents evidencing, securing and guarantying the Loan, in their original form and as amended by the modification agreements listed below, are sometimes collectively referred to herein as the "Loan Documents").

C. Pursuant to that certain Modification of Loan Documents ("First Modification Agreement") dated as of September 3, 2002 by and among Borrower, Lender and Guarantor, and recorded with the Recorder's Office on October 3, 2002 as Document No. 0021089071, Lender agreed to extend the Maturity Date of the Loan from September 3, 2002 until November 3, 2002.

D. Pursuant to that certain Second Modification of Loan Documents ("Second Modification Agreement") dated as of December 18, 2002 by and among Borrower, Lender, Guarantor, Arthur J. Hill, individually, and The Hill Group Inc., an Illinois corporation, and recorded with the Recorder's Office on January 13, 2003 as Document No. 0030050492, Lender agreed to: (i) extend the Maturity Date of the Loan from November 3, 2002 to November 3, 2005, (ii) adjust the interest rate under the Original Note, and (iii) amend the requirements for the Debt Coverage Ratio.

E. Pursuant to that certain Third Modification of Loan Documents (the "Third Modification") dated as of September 5, 2003 by and among Borrower, Lender and Guarantor, and recorded with the Recorder's Office on October 17, 2003 as Document Number 0332134186, (i) the Maturity Date of the Loan was extended from November 3, 2005 to January 2, 2007, and (ii) Borrower entered into a swap agreement with Lender in the amount of \$26,000,000.00.

F. Borrower has requested that Lender agree to amend the Loan Documents in order to, among other things, extend the Maturity Date of the Replacement Notes from January 2, 2007 to December 31, 2008, and subject to the terms and conditions set forth below, Lender is willing to do so.

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AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Lender to modify the Loan Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The parties acknowledge the accuracy of the recitals, all of which are incorporated herein by this reference.
2. **Maturity Date.** The Maturity Date of the Replacement Notes is extended from January 2, 2007 to December 31, 2008. Any reference in the Replacement Notes, the Loan Agreement or any other Loan Document to the Maturity Date shall mean December 31, 2008.
3. **Representations and Warranties of Borrower.** Borrower hereby represents, covenants and warrants to Lender as follows:
 - (a) The representations and warranties in the Loan Agreement, the Mortgage and the other Loan Documents are true and correct as of the date hereof.
 - (b) Upon execution of this Agreement, there is currently no Event of Default (as defined in the Mortgage) under the Loan Agreement, the Replacement Notes, the Mortgage or the other Loan Documents and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Loan Agreement, the Replacement Notes, the Mortgage or the other Loan Documents.
 - (c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.
 - (d) There has been no material adverse change in the financial condition of Borrower, Guarantor or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.
 - (e) As of the date hereof, Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.
 - (f) Borrower is validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Agreement and to perform the Loan Documents as modified herein. The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Agreement has been duly executed and delivered on behalf of Borrower.

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4. **Title Policy.** As a condition precedent to the agreements contained herein, Borrower shall, at its sole cost and expense, cause Near North National Title Corporation, as issuing agent for Ticor Title Insurance Company to issue a date down endorsement ("Date Down Endorsement") to Lender's title insurance policy No. N9901598 (the "Title Policy") as of the date of this Agreement, which Date Down Endorsement: (a) reflects the recording of the Agreement, (b) insures the first priority of the lien of the Mortgage, as amended by the Agreement, and (c) is subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances expressly agreed to by Lender.

5. **Reaffirmation of Replacement Guaranty of Payment.** Guarantor ratifies and affirms the Replacement Guaranty of Payment and agrees that the Replacement Guaranty of Payment is in full force and effect following the execution and delivery of this Agreement. The representations and warranties of Guarantor in the Replacement Guaranty of Payment are, as of the date hereof, true and correct and Guarantor does not know of any default thereunder. The Replacement Guaranty of Payment continues to be the valid and binding obligation of Guarantor, enforceable in accordance with its terms and Guarantor has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Replacement Guaranty of Payment.

6. **Payment of Loan Fee and Expenses.** As a condition precedent to the agreements contained herein, Borrower shall pay to Lender at closing (a) a nonrefundable loan fee in the amount of \$60,309.00 and (b) all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and reasonable attorneys' fees and expenses.

7. **Miscellaneous.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(b) This Agreement shall not be construed more strictly against Lender than against Borrower or Guarantor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantor and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower, Guarantor and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

(c) Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated

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with Borrower or Guarantor nor shall privity of contract be presumed to have been established with any third party.

(d) Borrower, Guarantor and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower, Guarantor and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(e) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) Any references to the "Loan Agreement," the "Note", the "Mortgage," the "Security Agreement" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Loan Agreement, the Replacement Notes, the Mortgage, the Security Agreement and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(g) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

(h) Time is of the essence of each of Borrower's obligations under this Agreement.

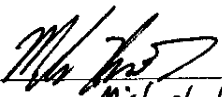
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement dated as of the day and year first above written.

LENDER:

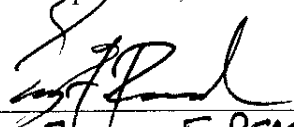
LASALLE BANK NATIONAL ASSOCIATION

By: 
Name: Michael Hurst
Title: VP

BORROWER:

CHURCH STREET PLAZA, LLC, an Illinois limited liability company

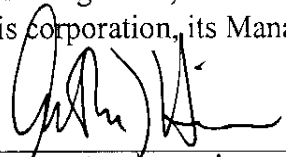
By: AHC Management, Inc. an Illinois corporation, its Manager

By: 
Name: Eugene F. REARDON
Title: VP, Director of Finance

GUARANTOR:

ARTHUR HILL & CO. LLC, a Delaware limited liability company

By: AHC Management, Inc. an Illinois corporation, its Manager

By: 
Name: Arthur J. HILL
Title: Chairman

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STATE OF ILLINOIS)
).ss
COUNTY OF COOK)

I TOM THIAKOS, a Notary Public in and for said County, in the State
aforesaid, DO HEREBY CERTIFY that MELU HURST, the AUP
of LaSalle Bank National Association, is personally known to me to be the same person whose
name is subscribed to the foregoing instrument, appeared before me this day in person and
acknowledged that he signed and delivered said instrument as his own free and voluntary act for
the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1 day of Sept., 2004.

TOM THIAKOS

Notary Public

My Commission Expires: 12-31-07



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STATE OF ILLINOIS)
) .SS
COUNTY OF Cook)

I Laura T. Schellenbach, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Eugene F. REARDON, the VP, Director of Finance of AHC Management, Inc., an Illinois corporation, the Manager of Church Street Plaza, LLC, an Illinois limited liability company, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 3rd day of August, 2004.

Laura T. Schellenbach
Notary Public

My Commission Expires: 2/21/06



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STATE OF ILLINOIS)
) .ss
COUNTY OF Cook)

I Laura T. Schellenbach, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Arthur J. Hill, the Chairman of AHC Management, Inc., an Illinois corporation, the Manager of Arthur Hill and Co. LLC, a Delaware limited liability company, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 3rd day of August, 2004.

Laura T. Schellenbach
Notary Public

My Commission Expires: 2/21/06



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EXHIBIT A

THE PROPERTY

Lot 1 in Church Maple resubdivision, being a resubdivision of part of Dempster's Subdivision of Block 66 of the Village of Evanston, Cook County, Illinois; part of the Chicago and Northwestern Railroad right of way (formerly Chicago, Milwaukee and St. Paul Railroad right of way); part of Block 18 in the Village of Evanston; all of Blocks 2 and 3 in Circuit Court Subdivision in partition of Lot 22 in the County Clerk's Division of unsubdivided lands; and part of vacated Clark Street and East Railroad Avenue; being in the northwest 1/4 and the southwest 1/4 of Section 18, Township 41 North, Range 14 East of the Third Principal Meridian, in the City of Evanston, according to the Plat thereof recorded June 2, 1999 as Document 99528041, All in Cook County, Illinois.

Property of Cook County Clerk's Office