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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:



Fremont Investment & Loan
2727 East Imperial Highway
Brea, California 92821
Attn: Pam Kelly
Loan No.: 950114555

Doc#: 0605845045 Fee: \$104.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/27/2006 10:46 AM Pg: 1 of 41

FIRST AMENDMENT TO MORTGAGE AND OTHER LOAN DOCUMENTS

THIS FIRST AMENDMENT TO MORTGAGE AND OTHER LOAN DOCUMENTS (this "**Agreement**") is made as of February 17, 2006, by and among **WILTON PARTNERS TOLLWAY, LLC**, a Delaware limited liability company ("**Borrower**"), **TOLLWAY MANAGERS LLC**, a Delaware limited liability company ("**Tollway**"), and JAY WILTON, an individual (along with Tollway, each a "**Guarantor**" and, collectively, the "**Guarantors**"), and **FREMONT INVESTMENT & LOAN**, a California industrial bank ("**Lender**"), with respect to the following Recitals:

RECITALS

A. Lender previously made a loan to Borrower in the original principal amount of Eighty-Three Million Two Hundred Thousand Dollars (\$83,200,000) (the "**Loan**") pursuant to that certain Loan and Security Agreement dated as of January 23, 2004 (the "**Loan Agreement**"). The Loan is evidenced by that certain Secured Promissory Note dated January 23, 2004 in the original principal amount of the Loan, executed by Borrower, as maker, in favor of Lender, as holder (the "**Note**"). All initially-capitalized terms not otherwise defined herein shall have the meanings given such terms in the Loan Agreement.

B. The repayment of the Note and Borrower's performance of its obligations under the Note and other Loan Documents are secured, *inter alia*, by that certain (i) Mortgage and Fixture Filing dated as of January 23, 2004, executed by Borrower, as mortgagor, to Lender, as mortgagee, and recorded on January 29, 2004 as Document No. 0402927020 in the Office of the Cook County Recorder ("**Cook Official Records**"), and encumbering that certain real property described in Exhibit A-1 attached hereto and incorporated herein by this reference (the "**Cook County Project**"), (ii) Mortgage and Fixture Filing dated as of January 23, 2004, executed by Borrower, as mortgagor, to Lender, as mortgagee, and recorded on January 29, 2004 as Document No. 04R01040 in the Office of the Boone County Recorder ("**Boone Official Records**"), and encumbering that certain real property described in Exhibit A-2 attached hereto and incorporated herein by this reference (the "**Boone County Project**"), (iii) Mortgage and Fixture Filing dated as of January 23, 2004, executed by Borrower, as mortgagor, to Lender, as mortgagee, and recorded on January 29, 2004 as Document No. 5489850 in the Office of the Lake County Recorder ("**Lake Official Records**"), and encumbering that certain real property described in Exhibit A-3 attached hereto and incorporated herein by this reference (the "**Lake County Project**"), (iv) Mortgage and Fixture Filing dated as of January 23, 2004, executed by Borrower, as mortgagor, to Lender, as mortgagee, and recorded on January 29, 2004 as Document No. 2004001722 in the Office of the Dekalb County Recorder ("**Dekalb Official Records**"), and encumbering that certain real property described in Exhibit A-4 attached hereto and incorporated herein by this reference (the "**Dekalb County Project**"), and along with the Cook County Project, the Boone County Project, and the Lake County Project, collectively, the "**Project**") ((i)-(iv), collectively, the "**Security Instrument**"), (v) Assignment of Rents (and Leases) dated as of January 23, 2004, executed by Borrower to Lender in connection with the Cook County Project, and recorded on January 29, 2004 as Instrument No. 0402927021 in the Cook Official Records, (vi) Assignment of Rents (and Leases) dated as of January 23, 2004, executed by Borrower to Lender in connection with the Boone County Project, and recorded on January 29, 2004 as Instrument No. 04R01041 in the Boone Official Records, (vii) Assignment of Rents (and Leases) dated as of January 23, 2004, executed by Borrower to Lender in connection with the Lake County Project, and recorded on January 29, 2004 as Instrument No. 5489851 in the Lake Official Records, and (viii) Assignment of Rents (and Leases) dated as of January 23, 2004, executed by Borrower to Lender in connection with the

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Dekalb County Project, and recorded on January 29, 2004 as Instrument No. 2004001723 in the Dekalb Official Records ((v)-(viii), collectively, the "Assignment of Rents").

C. In connection with the Loan, Guarantors executed that certain Guaranty dated as of January 23, 2004, (the "Guaranty"), wherein Guarantors have guaranteed the payment and performance of certain obligations of Borrower under the Loan Documents (as defined below), and Borrower and Guarantors executed that certain Environmental Indemnity dated as of January 23, 2004 (the "Environmental Indemnity Agreement").

D. Borrower has requested that Lender, among other things, extend the initial maturity date of the Note, and Lender has agreed to do so upon the terms and subject to the conditions set forth in this Agreement.

E. As used herein, "Loan Documents" shall mean the Note, the Security Instrument, the Assignment of Rents, and all other documents securing, or executed in connection with, the Loan but shall exclude the Environmental Indemnity Agreement, all of the foregoing as modified by the Modification Documents (as hereinafter defined).

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Amendment to Note.**

(a) **Definitions.** Article 1 of the Note is hereby amended as follows:

(i) the definition of "Initial Maturity Date" is deleted in its entirety and replaced with the following:

"Initial Maturity Date" means August 1, 2006.

2. **Amendment to Security Instrument and Other Loan Documents.**

The Security Instrument, all of the Loan Documents (whether or not specifically described herein), and the Environmental Indemnity are hereby amended to provide that: (a) the initial maturity date of the Note has been extended to August 1, 2006, (b) each of the Loan Documents and the Environmental Indemnity have been modified by the applicable Modification Documents, and (c) the Modification Documents constitute "Loan Documents" (as "Loan Documents" is used therein).

3. **Representations and Warranties.**

(a) As a material inducement for Lender to enter into this Agreement, Borrower hereby represents and warrants to Lender that:

(i) Borrower has full power and authority to execute, deliver and perform its obligations under this Agreement, the Release (as hereinafter defined) and all other documents delivered to Lender in connection with this Agreement as required in Section 8 below (collectively, the "Modification Documents"). The Modification Documents are binding upon and enforceable against Borrower in accordance with their respective terms.

(ii) There is no Default or Event of Default by Borrower under any of the Loan Documents or the Environmental Indemnity, and no event exists which, with the giving of notice or the passage of time, or both, would constitute a Default or Event of Default by Borrower under any of the Loan Documents or the Environmental Indemnity.

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(iii) The representations and warranties made by Borrower in the Loan Documents and the Environmental Indemnity are as of the date hereof, and on the Effective Date will be, true, correct and complete in all material respects.

(iv) Borrower does not have any (i) offsets or defenses against the payment of the Note or any other amounts payable under the Loan Documents or the Environmental Indemnity, (ii) defenses to the payment of any amounts under the Loan Documents or the Environmental Indemnity, or (iii) claims against Lender or any employee, officer, director, or attorney of Lender in connection with any of the Loan Documents or the Environmental Indemnity.

(b) As a material inducement for Lender to enter into this Agreement, each Guarantor hereby represents and warrants to Lender that:

(i) Such Guarantor has full power and authority to execute, deliver and perform its/his/her respective obligations under this Agreement and the other Modification Documents. This Agreement and the other Modification Documents are binding upon, and enforceable against each Guarantor in accordance with their respective terms.

(ii) There is no Default or Event of Default by such Guarantor under the Guaranty or the Environmental Indemnity and no event exists which, with the giving of notice or the passage of time, or both, would give rise to a Default or Event of Default by any Guarantor under the Guaranty or the Environmental Indemnity.

(iii) The representations and warranties made by Guarantors in the Guaranty, the other Loan Documents, and the Environmental Indemnity are as of the date hereof, and on the Effective Date will be, true, correct and complete in all material respects.

(iv) Such Guarantor does not have (A) any offsets against the amounts payable under the Guaranty or the Environmental Indemnity, (B) defenses to the payment of any amounts under the Guaranty or the Environmental Indemnity or (C) claims against Lender or any employee, officer, director, or attorney of Lender acting in such capacity in connection with the Guaranty, Loan Documents or the Environmental Indemnity.

4. Reaffirmation of Obligations.

Borrower hereby acknowledges and reaffirms its obligations under the Note, the other Loan Documents, and the Environmental Indemnity, as such documents have been amended by the Modification Documents, and agrees that any reference made in the Note or in any of the other Loan Documents to such documents shall mean such Loan Documents or the Environmental Indemnity as amended by this Agreement and the other Modification Documents. Each Guarantor hereby acknowledges and reaffirms its obligations under the Guaranty and the Environmental Indemnity, as such documents have been amended by the Modification Documents, and agrees that any reference made in the Guaranty or the Environmental Indemnity or in any of the other Loan Documents to such documents shall mean the Loan Documents as amended by this Agreement and the other Modification Documents.

5. Processing Fee.

In consideration of Lender's agreement to modify the Loan on the terms and conditions set forth herein, concurrently herewith Borrower shall pay to Lender a processing fee in the amount of One Thousand Dollars (\$1,000) (the "**Processing Fee**"). The Processing Fee shall be fully earned by Lender on the Effective Date and is nonrefundable. The Processing Fee shall not be applied to any of Borrower's obligations under the Note, this Agreement or other Modification Documents or any of the other Loan Documents and is in addition to Borrower's obligation to pay all other amounts due under the Loan Documents.

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6. Extension Fee.

In consideration of Lender's agreement to extend the initial maturity date of the Loan on the terms and conditions set forth herein, concurrently herewith Borrower shall pay to Lender an extension fee in the amount of Four Hundred Sixteen Thousand Dollars (\$416,000) (the "**Extension Fee**"). The Extension Fee shall be fully earned by Lender on the Effective Date and is nonrefundable. The Extension Fee shall not be applied to any of Borrower's obligations under the Note, this Agreement or other Modification Documents or any of the other Loan Documents and is in addition to Borrower's obligation to pay all other amounts due under the Loan Documents.

7. Waiver of Certain Protections.

As a material inducement for Lender to enter into this Agreement, Borrower agrees that, in the event that Borrower (a) files with any bankruptcy court of competent jurisdiction or is the subject of any petition under Title 11 of the U.S. Code, as amended, (b) is the subject of any order of relief under such Title 11 of the U.S. Code, as amended, (c) files or is the subject of any petition, order, judgment or decree petition seeking, or relating to, any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency or other relief for debtors, or (d) seeks, consents or agrees to, the appointment of any trustee, receiver, conservator, or liquidator, then in such event Lender shall be entitled to relief from any automatic stay imposed by Section 362 of Title 11 of the U.S. Code, as amended, or otherwise, on or against the exercise of its rights and remedies under the Loan Documents or as otherwise provided by law or in equity. Borrower hereby irrevocably waives any benefits or protections that may be afforded by such automatic stay, and further waives any benefits or protections that may be afforded by relief similar to such automatic stay under Section 362 of Title 11 of the U.S. Code, as amended, or otherwise.

8. Closing Conditions.

Lender shall have no obligation to extend the maturity date of the Loan unless Borrower delivers or causes to be delivered to Lender the following items on or before February 28, 2006 (the "**Termination Date**"), all of which shall be satisfactory in form and content to Lender and, if applicable, duly executed (and acknowledged where necessary) by the appropriate parties thereto:

- (a) This Agreement;
- (b) A Release in the form attached hereto as Exhibit B (the "**Release**");
- (c) At Borrower's expense, a CLTA Endorsement 110.5 (modified for a maturity date extension) to the Title Policy insuring the continued priority of the lien of the Deed of Trust in form and substance satisfactory to Lender in its sole discretion;
- (d) The Processing Fee, in immediately available funds;
- (e) The Extension Fee, in immediately available funds;
- (f) Reimbursement to Lender of Lender's actual out-of-pocket costs incurred in connection with this Agreement and the other documents required by this Section, including, without limitation, attorneys' fees and costs; and
- (g) Such other documents, materials or information as Lender may reasonably require.

9. Events of Default.

In addition to all other matters constituting a default or event of default under the Loan Documents, the breach or default by Borrower or Guarantor of any term or covenant contained herein,

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and the expiration of any applicable cure period set forth in the Loan Documents, or the inaccuracy of any representation or warranty contained herein, shall also be deemed a default or event of default under the Loan Documents.

10. Amendment to Loan Documents.

Notwithstanding anything to the contrary in the Note, Deed of Trust or any other Loan Documents, upon the recordation of this Agreement in the Cook Official Records, the Dekalb Official Records, the Boone Official Records, and the Lake Official Records, and the satisfaction of all of the closing conditions set forth herein on or before the Termination Date (the "**Effective Date**"), the parties hereto agree that the Note, the other Loan Documents and the Environmental Indemnity shall be amended in the manner and to the extent set forth herein.

11. Governing Law.

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois.

12. Counterparts.

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document, which may be recorded.

13. Submission of Agreement.

The submission of this Agreement or any of the documents referenced herein to Borrower, any Guarantor, or its agents or attorneys for review or signature does not constitute a commitment or agreement by Lender to extend the initial maturity date of the Note, or otherwise modify the Loan Documents, and this Agreement and the other Modification Documents shall have no binding force or effect unless the Effective Date has occurred on or before the Termination Date.

14. Time of Essence.

Time is of the essence with respect to each provision of this Agreement.

15. WAIVER OF JURY TRIAL.

THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY CONTROVERSY OR CLAIM, WHETHER ARISING IN TORT OR CONTRACT OR BY STATUTE OR LAW, BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, THE VALIDITY, INTERPRETATION, COLLECTION OR ENFORCEMENT HEREOF), OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY IN CONNECTION HEREWITH. EACH PARTY ACKNOWLEDGES AND AGREES THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES' ENTERING INTO THIS AGREEMENT AND THE PARTIES WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT THIS WAIVER. THE PARTIES HERETO ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION 15 IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL.

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16. Consent to Jurisdiction.

The parties hereto hereby consent to the jurisdiction of any state or federal court located within the State of Illinois in any suit, action or proceeding based hereon or arising out of, under or in connection with this Agreement (and further agree not to assert or claim that such venue is inconvenient or otherwise inappropriate or unsuitable) and waive personal service of any and all process upon them and consent that all service of process be made by certified mail directed to the parties at the addresses set forth in this Agreement.

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

"Borrower"

WILTON PARTNERS TOLLWAY, LLC,
A Delaware limited liability company

By: **TOLLWAY MANAGERS, LLC,**
A Delaware limited liability company,
Manager

By: _____
Its: _____

"Guarantors"

TOLLWAY MANAGERS, LLC,
A Delaware limited liability company

By: Jay Wilton
Its: Manager

JAY WILTON
Individually

"Lender"

FREMONT INVESTMENT & LOAN,
a California industrial bank

By: _____
Its: **VICE PRESIDENT**

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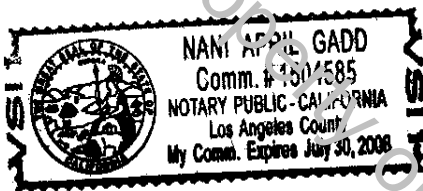
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(Wilton Partners Tollway LLC)

STATE OF California)
) SS.
COUNTY OF Los Angeles)

On 2-17-2006, before me, Nani A. Gadd, a Notary Public, personally appeared Jay H. Wilton, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Nani April Gadd
Notary Public
July 30, 2008
Commission Expires

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(Tollway Managers, LLC)

STATE OF California)
) SS.
COUNTY OF Los Angeles)

On 2-17-2006, before me, Nani A. Gadd, a Notary Public, personally appeared Jay H. Wilton, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Nani April Gadd
Notary Public
July 30, 2008
Commission Expires

Proprietor of Cook County Clerk's Office

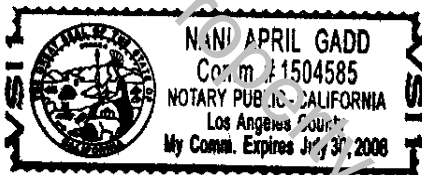
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(Jay Wilton as an Individual)

STATE OF California)
) SS.
COUNTY OF Los Angeles)

On 2-17-2006, before me, Nani A. Gadd, a Notary Public, personally appeared Jay H. Wilton, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Nani April Gadd
Notary Public
July 31, 2008
Commission Expires

of Cook County Clerk's Office

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(Fremont)

STATE OF California)
) SS.
COUNTY OF Orange)

On February 21, 2006, before me, Cheryl Hull, a Notary Public, personally appeared John Berghorst, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Cheryl Hull
Notary Public
Nov. 8, 2006
Commission Expires

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EXHIBIT A-1

Legal Description of the Cook County Project

[ATTACHED]

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A large, dark, handwritten scribble consisting of several thick, overlapping horizontal strokes, located on the left side of the page.A large, dark, handwritten scribble consisting of several thick, overlapping horizontal strokes, located on the right side of the page, partially overlapping the diagonal watermark text.

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EXHIBIT A

TRACT 1: DES PLAINES OASIS, COOK COUNTY, ILLINOIS

(A) THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS: THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.C. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE GROUND LEASE, EXECUTED BY: THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, AN AGENCY OF THE STATE OF ILLINOIS, AS LESSOR, AND WILTON PARTNERS TOLLWAY LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS LESSEE, DATED APRIL 30, 2002, A MEMORANDUM OF WHICH LEASE WAS RECORDED MAY 1, 2002 AS DOCUMENT 0020499167, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF TEN (10) YEARS COMMENCING AT 11:59 P.M. ON APRIL 30, 2002 (the "LEASE COMMENCEMENT DATE") AND ENDING AT MIDNIGHT ON THE TENTH ANNIVERSARY OF SAID DATE, (EXCEPT THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE LAND).

(B) OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE LAND.

THE LAND:

PARCEL 1 (NET AREA SOUTH OF TOLLWAY)

THAT PART OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE SOUTH 88 DEGREES 56 MINUTES 37 SECONDS WEST ON THE NORTH LINE OF SAID SOUTHEAST QUARTER, 403.15 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY; THENCE WESTERLY ON SAID NORTH LINE THE FOLLOWING 2 COURSES: NORTH 70 DEGREES 37 MINUTES 56 SECONDS WEST, 1165.76 FEET; SOUTH 65 DEGREES 59 MINUTES 58 SECONDS WEST, 735.21 FEET TO A POINT 125.00 FEET NORTH OF, AS MEASURED PERPENDICULAR TO THE CENTERLINE OF SAID TRI-STATE TOLLWAY; THENCE SOUTH 51 DEGREES 37 MINUTES 31 SECONDS WEST, 222.39 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 62 DEGREES 59 MINUTES 30 SECONDS EAST, 61.78 FEET; THENCE NORTH 19 DEGREES 22 MINUTES 57 SECONDS EAST, 7.29 FEET; THENCE SOUTH 70 DEGREES 37 MINUTES 03 SECONDS EAST, 1445.38 FEET; THENCE SOUTH 40 DEGREES 40 MINUTES 35 SECONDS EAST, 5.59 FEET; THENCE SOUTH 78 DEGREES 04 MINUTES 18 SECONDS EAST, 43.96 FEET; THENCE SOUTH 75 DEGREES 33 MINUTES 49 SECONDS EAST 27.66 FEET; THENCE SOUTH 72 DEGREES 29 MINUTES 26 SECONDS EAST, 36.02 FEET; THENCE SOUTH 72 DEGREES 12 MINUTES 27 SECONDS EAST, 53.33 FEET; THENCE SOUTH 13 DEGREES 49 MINUTES 38 SECONDS WEST, 69.38 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID TRI-STATE TOLLWAY, SAID POINT BEING 125.00 FEET SOUTH OF, AS MEASURED PERPENDICULAR TO, SAID CENTERLINE OF THE TRI-STATE TOLLWAY; THENCE ON SAID SOUTHERLY RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY, THE FOLLOWING 9 COURSES: SOUTH 89 DEGREES 00 MINUTES 48 SECONDS WEST, 278.25 FEET; SOUTH 30 DEGREES 53 MINUTES 20 SECONDS WEST, 194.60 FEET; SOUTH 65 DEGREES 41 MINUTES 11 SECONDS WEST, 104.00 FEET; SOUTH 64 DEGREES 45 MINUTES 53 SECONDS WEST, 165.34 FEET; NORTH 70 DEGREES 37 MINUTES 03 SECONDS WEST, 240.00

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FEET; NORTH 19 DEGREES 22 MINUTES 57 SECONDS EAST, 30.00 FEET; NORTH 70 DEGREES 37 MINUTES 03 SECONDS WEST, 280.00 FEET; NORTH 32 DEGREES 43 MINUTES 21 SECONDS WEST, 595.70 FEET; NORTH 55 DEGREES 53 MINUTES 05 SECONDS WEST, 253.00 FEET TO A POINT 140.29 FEET SOUTH OF, AS MEASURED PERPENDICULAR TO, THE CENTERLINE OF SAID TRI-STATE TOLLWAY; THENCE NORTH 51 DEGREES 37 MINUTES 31 SECONDS EAST, 91.27 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM

THAT PART OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE SOUTH 88 DEGREES 56 MINUTES 37 SECONDS WEST ON THE NORTH LINE OF SAID SOUTHEAST QUARTER, 403.15 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY; THENCE WESTERLY ON SAID NORTH LINE THE FOLLOWING 2 COURSES: NORTH 70 DEGREES 37 MINUTES 56 SECONDS WEST, 1165.76 FEET; SOUTH 65 DEGREES 59 MINUTES 58 SECONDS WEST, 735.21 FEET TO A POINT 125.00 FEET NORTH OF, AS MEASURED PERPENDICULAR TO THE CENTERLINE OF SAID TRI-STATE TOLLWAY; THENCE SOUTH 51 DEGREES 37 MINUTES 31 SECONDS WEST, 222.39 FEET; THENCE SOUTH 62 DEGREES 59 MINUTES 30 SECONDS EAST, 61.78 FEET; THENCE NORTH 19 DEGREES 22 MINUTES 57 SECONDS EAST, 7.29 FEET; THENCE SOUTH 70 DEGREES 37 MINUTES 03 SECONDS EAST 399.52 FEET; THENCE SOUTH 19 DEGREES 22 MINUTES 57 SECONDS WEST, 155.34 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 89 DEGREES 34 MINUTES 39 SECONDS EAST, 80.17 FEET TO A NONTANGENT CURVE; THENCE SOUTHEASTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 100.00 FEET, HAVING A CHORD BEARING OF SOUTH 65 DEGREES 11 MINUTES 43 SECONDS EAST, 138.00 FEET TO A POINT OF TANGENCY; THENCE SOUTH 25 DEGREES 39 MINUTES 44 SECONDS EAST, 32.67 FEET; THENCE SOUTH 18 DEGREES 40 MINUTES 42 SECONDS EAST, 27.68 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 103.00 FEET, HAVING A CHORD BEARING OF SOUTH 43 DEGREES 40 MINUTES 33 SECONDS EAST, 89.88 FEET TO A POINT OF TANGENCY; THENCE SOUTH 69 DEGREES 40 MINUTES 24 SECONDS EAST, 60.84 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 22.93 FEET; THENCE SOUTH 78 DEGREES 59 MINUTES 20 SECONDS WEST, 209.64 FEET; THENCE NORTH 77 DEGREES 04 MINUTES 54 SECONDS WEST, 92.50 FEET; THENCE NORTH 25 DEGREES 39 MINUTES 41 SECONDS WEST, 61.31 FEET; THENCE NORTH 25 DEGREES 39 MINUTES 41 SECONDS WEST, 20.00 FEET; THENCE NORTH 21 DEGREES 55 MINUTES 21 SECONDS WEST, 155.08 FEET; THENCE NORTH 25 DEGREES 26 MINUTES 45 SECONDS EAST, 10.11 FEET TO THE PLACE OF BEGINNING.

PARCEL 2 (NET AREA NORTH OF TOLLWAY):

THAT PART OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE SOUTH 88 DEGREES 56 MINUTES 37 SECONDS WEST ON THE NORTH LINE OF SAID SOUTHEAST QUARTER, 403.15 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 03 MINUTES 23 SECONDS EAST, 80.00 FEET; THENCE SOUTH 84 DEGREES 07 MINUTES 54 SECONDS WEST, 247.50 FEET; THENCE SOUTH 88 DEGREES 56 MINUTES 37 SECONDS WEST 240.00 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 23 SECONDS EAST, 123.99 FEET; THENCE SOUTH 40 DEGREES 47 MINUTES 55 SECONDS EAST, 140.01 FEET; THENCE SOUTH 66 DEGREES 08 MINUTES

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16 SECONDS EAST, 88.49 FEET TO A POINT 173.18 FEET NORTH OF, AS MEASURED PERPENDICULAR TO, THE CENTERLINE OF SAID TRI-STATE TOLLWAY; THENCE SOUTH 13 DEGREES 49 MINUTES 38 SECONDS WEST, 109.69 FEET; THENCE NORTH 70 DEGREES 37 MINUTES 03 SECONDS WEST, 1473.64 FEET; THENCE NORTH 32 DEGREES 34 MINUTES 36 SECONDS WEST, 4.96 FEET; THENCE NORTH 74 DEGREES 29 MINUTES 27 SECONDS WEST, 72.92 FEET; THENCE NORTH 70 DEGREES 08 MINUTES 00 SECONDS WEST, 30.81 FEET; THENCE NORTH 51 DEGREES 37 MINUTES 31 SECONDS EAST, 74.03 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID TRI-STATE TOLLWAY AND TO A POINT 125.00 FEET NORTH OF, AS MEASURED PERPENDICULAR TO CENTERLINE OF SAID RIGHT OF WAY; THENCE ON SAID NORTHERLY RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY, THE FOLLOWING 2 COURSES: NORTH 65 DEGREES 59 MINUTES 58 SECONDS EAST, 735.21 FEET; SOUTH 70 DEGREES 37 MINUTES 56 SECONDS EAST, 1165.76 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM

THAT PART OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE SOUTH 88 DEGREES 56 MINUTES 37 SECONDS WEST ON THE NORTH LINE OF SAID SOUTHEAST QUARTER, 403.15 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY; THENCE WESTERLY ON SAID NORTH LINE THE FOLLOWING COURSE: NORTH 70 DEGREES 37 MINUTES 56 SECONDS WEST, 797.10 FEET; THENCE SOUTH 19 DEGREES 22 MINUTES 04 SECONDS WEST, 229.65 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 73 DEGREES 08 MINUTES 24 SECONDS EAST, 74.30 FEET; THENCE SOUTH 26 DEGREES 18 MINUTES 58 SECONDS EAST, 64.63 FEET; THENCE SOUTH 25 DEGREES 39 MINUTES 41 SECONDS EAST, 20.00 FEET; THENCE SOUTH 21 DEGREES 55 MINUTES 21 SECONDS EAST, 155.06 FEET; THENCE SOUTH 38 DEGREES 06 MINUTES 14 SECONDS WEST, 11.65 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES 39 SECONDS WEST, 77.32 FEET TO A NONTANGENT CURVE; THENCE NORTHEASTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 100.00 FEET, HAVING A CHORD BEARING OF NORTH 65 DEGREES 11 MINUTES 43 SECONDS WEST, 138.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 25 DEGREES 39 MINUTES 44 SECONDS WEST, 32.67 FEET; THENCE NORTH 18 DEGREES 40 MINUTES 42 SECONDS WEST, 27.70 FEET; TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 103.00 FEET, HAVING A CHORD BEARING OF NORTH 43 DEGREES 30 MINUTES 26 SECONDS WEST, 89.27 FEET TO A POINT OF TANGENCY; THENCE NORTH 68 DEGREES 20 MINUTES 10 SECONDS WEST, 59.40 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 22.93 FEET; THENCE NORTH 78 DEGREES 39 MINUTES 25 SECONDS EAST, 174.94 FEET TO THE POINT OF BEGINNING.

PARCEL 3 (NEW OVERHEAD RESTAURANT PARCEL):

THAT PART OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE SOUTH 88 DEGREES 56 MINUTES 37 SECONDS WEST ON THE NORTH LINE OF SAID SOUTHEAST QUARTER, 403.15 FEET; THENCE SOUTH 01 DEGREES 03 MINUTES 23 SECONDS EAST, 80.00 FEET; THENCE SOUTH 84 DEGREES 07 MINUTES 54 SECONDS WEST, 247.50 FEET; THENCE SOUTH 88 DEGREES 56 MINUTES 37 SECONDS WEST, 240.00 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 23 SECONDS EAST, 123.59 FEET; THENCE SOUTH 40 DEGREES 47 MINUTES 55 SECONDS EAST, 140.01 FEET; THENCE SOUTH 66 DEGREES 08 MINUTES 16 SECONDS EAST, 88.49 FEET TO A POINT 173.18 FEET NORTH OF, AS MEASURED PERPENDICULAR TO, THE CENTERLINE OF SAID

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TRI-STATE TOLLWAY; THENCE SOUTH 13 DEGREES 49 MINUTES 38 SECONDS WEST, 109.69 FEET; THENCE NORTH 70 DEGREES 37 MINUTES 03 SECONDS WEST, 750.54 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 19 DEGREES 22 MINUTES 57 SECONDS WEST, 128.00 FEET; THENCE NORTH 70 DEGREES 37 MINUTES 03 SECONDS WEST, 98.00 FEET; THENCE NORTH 19 DEGREES 22 MINUTES 57 SECONDS EAST, 128.00 FEET; THENCE SOUTH 70 DEGREES 37 MINUTES 03 SECONDS EAST, 98.00 FEET TO THE POINT OF BEGINNING, AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 675.00.

TRACT 2: ABRAHAM LINCOLN TOWNSHIP, COOK COUNTY, ILLINOIS

(A) THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS: THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE GROUND LEASE, EXECUTED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, AN AGENCY OF THE STATE OF ILLINOIS, AS LESSOR, AND WILTON PARTNERS TOLLWAY LLC, A DELAWARE LIMITED LIABILITY COMPANY AS LESSEE, DATED APRIL 30, 2002, A MEMORANDUM OF WHICH LEASE WAS RECORDED MAY 1, 2002 AS DOCUMENT 0020499167, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF TWENTY FIVE (25) YEARS COMMENCING AT 11:59 P.M. ON APRIL 30, 2002 (the "LEASE COMMENCEMENT DATE") AND ENDING AT MIDNIGHT ON THE TWENTY-FIFTH ANNIVERSARY OF SAID DATE, (EXCEPT THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE LAND).

(B) OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE LAND.

THE LAND:

PARCEL 1 (NET AREA SOUTH OF TOLLWAY):

THAT PART OF SECTION 27, AND PART OF THE WEST HALF OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 89 DEGREES 45 MINUTES 16 SECONDS WEST, 1325.52 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER TO THE WEST LINE OF THE EAST HALF OF THE SOUTH EAST QUARTER OF SAID SECTION 27; THENCE SOUTH 00 DEGREES 50 MINUTES 08 SECONDS EAST, 208.69 FEET ALONG SAID WEST LINE AND ALSO BEING THE WEST LINE EXTENDED OF 3RD UNIT TOEPPERS THORNWOOD SUBDIVISION PER DOC. NO. 18145545 FOR THE POINT OF BEGINNING; THENCE SOUTH 81 DEGREES 47 MINUTES 07 SECONDS EAST, 109.04 FEET TO AN ANGLE POINT ON THE NORTHEASTERLY LINE OF SAID 3RD UNIT; THENCE SOUTH 35 DEGREES 43 MINUTES 54 SECONDS EAST, 473.10 FEET ALONG SAID NORTHEASTERLY LINE EXTENDED SOUTHEASTERLY; THENCE SOUTH 79 DEGREES 53 MINUTES 47 SECONDS EAST, 595.00 FEET; THENCE NORTH 56 DEGREES 05 MINUTES 06 SECONDS EAST, 388.97 FEET; THENCE NORTH 71 DEGREES 13 MINUTES 57 SECONDS EAST, 228.25 FEET; THENCE SOUTH 79 DEGREES 57 MINUTES 24 SECONDS EAST, 282.53 FEET; THENCE NORTH 10 DEGREES 01 MINUTE 16 SECONDS EAST, 109.77 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY (INTERSTATE 294); THENCE NORTH 79 DEGREES 58 MINUTES 44 SECONDS WEST, 2034.00 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE

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PERPENDICULAR TO THE LAST DESCRIBED COURSE; THENCE SOUTH 10 DEGREES 01 MINUTE 16 SECONDS WEST, 100.39 FEET PERPENDICULAR TO THE LAST DESCRIBED COURSE; THENCE SOUTH 81 DEGREES 22 MINUTES 17 SECONDS EAST, 215.70 FEET TO THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 27 AND ALSO BEING THE WEST LINE EXTENDED NORTH OF 3RD UNIT TOPPERS THORNWOOD SUBDIVISION PER DOC. NO. 18145545; THENCE SOUTH 00 DEGREES 50 MINUTES 08 SECONDS EAST, 68.01 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

EXCEPTING THEREFROM

THAT PART OF SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 89 DEGREES 45 MINUTES 16 SECONDS WEST, 1325.52 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER TO THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 00 DEGREES 50 MINUTES 08 SECONDS EAST, 208.69 FEET ALONG SAID WEST LINE AND ALSO BEING THE WEST LINE EXTENDED OF 3RD UNIT TOPPERS THORNWOOD SUBDIVISION PER DOC. NO. 18145545; THENCE SOUTH 81 DEGREES 47 MINUTES 07 SECONDS EAST, 109.04 FEET TO AN ANGLE POINT ON THE NORTHEASTERLY LINE OF SAID 3RD UNIT; THENCE SOUTH 35 DEGREES 43 MINUTES 54 SECONDS EAST, 282.27 FEET ALONG SAID NORTHEASTERLY LINE EXTENDED SOUTHEASTERLY; THENCE NORTH 54 DEGREES 16 MINUTES 06 SECONDS EAST 104.10 FEET FOR THE PLACE OF BEGINNING; THENCE SOUTH 79 DEGREES 50 MINUTES 37 SECONDS EAST, 208.88 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 526.00 FEET, HAVING A CHORD BEARING OF SOUTH 87 DEGREES 23 MINUTES 49 SECONDS EAST, 138.69 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 200.00 FEET, HAVING A CHORD BEARING OF SOUTH 87 DEGREES 23 MINUTES 49 SECONDS EAST, 52.73 FEET TO A POINT OF TANGENCY; THENCE SOUTH 79 DEGREES 50 MINUTES 37 SECONDS EAST, 53.32 FEET; THENCE SOUTH 55 DEGREES 14 MINUTES 16 SECONDS WEST, 298.79 FEET; THENCE NORTH 79 DEGREES 06 MINUTES 12 SECONDS WEST, 20.00 FEET; THENCE NORTH 74 DEGREES 03 MINUTES 14 SECONDS WEST, 109.44 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG AN ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 100.00 FEET, HAVING A CHORD BEARING OF NORTH 41 DEGREES 18 MINUTES 47 SECONDS WEST, 114.29 FEET TO A POINT OF TANGENCY; THENCE NORTH 08 DEGREES 34 MINUTES 21 SECONDS WEST, 113.20 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 2 (NET AREA NORTH OF THE TOLLWAY):

THAT PART OF SECTION 27, AND PART OF THE WEST HALF OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 89 DEGREES 45 MINUTES 16 SECONDS WEST, 1325.52 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE NORTH 00 DEGREES 50 MINUTES 08 SECONDS WEST, 169.49 FEET ALONG SAID WEST LINE FOR THE POINT OF BEGINNING; THENCE NORTH 75 DEGREES 56 MINUTES 09 SECONDS WEST, 220.25 FEET; THENCE SOUTH 10 DEGREES 01 MINUTE 16 SECONDS WEST, 100.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY (INTERSTATE 294); THENCE SOUTH 79 DEGREES 58 MINUTES 44 SECONDS EAST, 2034.00 FEET PERPENDICULAR TO THE LAST

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DESCRIBED COURSE; THENCE NORTH 06 DEGREES 23 MINUTES 36 SECONDS EAST, 100.00 FEET; THENCE NORTH 78 DEGREES 34 MINUTES 44 SECONDS WEST, 212.92 FEET; THENCE NORTH 52 DEGREES 11 MINUTES 53 SECONDS WEST 214.71 FEET; THENCE NORTH 35 DEGREES 57 MINUTES 42 SECONDS WEST, 132.60 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, BEING 145.38 FEET NORTH OF THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE CONTINUING NORTH 35 DEGREES 57 MINUTES 42 SECONDS WEST, 270.51 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 173RD PLACE PER DOC. NO. 20833974; THENCE NORTH 79 DEGREES 57 MINUTES 24 SECONDS WEST, 595.00 FEET TO AN ANGLE POINT ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE SOUTH 54 DEGREES 19 MINUTES 05 SECONDS WEST, 558.66 FEET TO AN ANGLE POINT ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE NORTHWESTERLY ALONG AN ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 5729.58 FEET, AN ARC LENGTH OF 130.12 FEET (CHD BRG. NORTH 80 DEGREES 27 MINUTES 36 SECONDS WEST, CHD LENGTH 130.11 FEET) TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 27, BEING 169.49 FEET NORTH OF THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 27, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM

THAT PART OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 89 DEGREES 45 MINUTES 16 SECONDS WEST, 1325.52 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE NORTH 00 DEGREES 50 MINUTES 08 SECONDS WEST, 169.49 FEET ALONG SAID WEST LINE; THENCE NORTH 75 DEGREES 56 MINUTES 09 SECONDS WEST, 220.25 FEET; THENCE SOUTH 10 DEGREES 01 MINUTE 16 SECONDS WEST, 100.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY (INTERSTATE 294); THENCE SOUTH 79 DEGREES 58 MINUTES 04 SECONDS EAST, 2034.00 FEET PERPENDICULAR TO THE LAST DESCRIBED COURSE; THENCE NORTH 06 DEGREES 23 MINUTES 36 SECONDS EAST, 100.00 FEET THENCE NORTH 78 DEGREES 34 MINUTES 44 SECONDS WEST, 212.92 FEET; THENCE NORTH 52 DEGREES 11 MINUTES 53 SECONDS WEST 214.71 FEET; THENCE NORTH 35 DEGREES 57 MINUTES 42 SECONDS WEST, 132.60 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, BEING 145.38 FEET NORTH OF THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE CONTINUING NORTH 35 DEGREES 57 MINUTES 42 SECONDS WEST, 69.97 FEET; THENCE SOUTH 54 DEGREES 02 MINUTES 18 SECONDS WEST, 60.48 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 41 DEGREES 13 MINUTES 37 SECONDS WEST, 35.54 FEET TO A NONTANGENT CURVE; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 5321.80 FEET, HAVING A CHORD BEARING OF NORTH 71 DEGREES 35 MINUTES 07 SECONDS WEST, 67.27 FEET TO A POINT OF REVERSE CURVATURE; THENCE WESTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 290.02 FEET, HAVING A CHORD BEARING OF NORTH 78 DEGREES 48 MINUTES 21 SECONDS WEST, 56.35 FEET TO A POINT OF TANGENCY; THENCE NORTH 84 DEGREES 22 MINUTES 19 SECONDS WEST, 47.35 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 580.00 FEET, HAVING A CHORD BEARING NORTH 87 DEGREES 33 MINUTES 44 SECONDS WEST, 64.59 FEET TO A POINT OF REVERSE CURVATURE; THENCE WESTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 397.89 FEET, HAVING A CHORD BEARING OF NORTH 83 DEGREES 51 MINUTES 38 SECONDS WEST, 95.72 FEET TO A POINT OF TANGENCY; THENCE NORTH 76 DEGREES 58 MINUTES 06 SECONDS WEST, 77.22 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 24.06 FEET;

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THENCE NORTH 55 DEGREES 18 MINUTES 30 SECONDS EAST, 250.17 FEET; THENCE SOUTH 80 DEGREES 03 MINUTES 39 SECONDS EAST, 20.00 FEET; THENCE SOUTH 75 DEGREES 39 MINUTES 27 SECONDS EAST, 65.08 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 125.00 FEET, HAVING A CHORD BEARING OF SOUTH 50 DEGREES 16 MINUTES 15 SECONDS EAST, 110.77 FEET TO A POINT OF TANGENCY; THENCE SOUTH 24 DEGREES 53 MINUTES 03 SECONDS EAST, 128.49 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3 (NEW OVERHEAD RESTAURANT PARCEL):

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 89 DEGREES 45 MINUTES 16 SECONDS WEST, 1325.52 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER TO THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 00 DEGREES 50 MINUTES 08 SECONDS EAST, 43.79 FEET ALONG SAID WEST LINE TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY (INTERSTATE 294); THENCE SOUTH 79 DEGREES 58 MINUTES 44 SECONDS EAST, 792.78 FEET ALONG SAID RIGHT OF WAY LINE FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 79 DEGREES 58 MINUTES 44 SECONDS EAST, 103.00 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE; THENCE NORTH 10 DEGREES 05 MINUTES 11 SECONDS EAST, 125.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY (INTERSTATE 294); THENCE NORTH 79 DEGREES 58 MINUTES 44 SECONDS WEST, 103.00 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE; THENCE SOUTH 10 DEGREES 05 MINUTES 11 SECONDS WEST, 125.00 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING, AND LYING BETWEEN THE PLANE OF THE BOTTOM OF ITS UNDERLYING SUPPORT BEAMS UPWARD TO AND THROUGH THE UPPER ELEVATION OF THE BUILDING IMPROVEMENTS AND TO AND THROUGH THE SKY; WITH THE BOTTOM OF THE UNDERLYING SUPPORT BEAMS BEING AT AN ELEVATION OF 624.75, MORE OR LESS, IN COOK COUNTY, ILLINOIS

TRACT 3: O'HARE OASIS, COOK COUNTY, ILLINOIS

(A) THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS: THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.C. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE GROUND LEASE, EXECUTED BY: THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, AN AGENCY OF THE STATE OF ILLINOIS, AS LESSOR, AND WILTON PARTNERS TOLLWAY LLC, A DELAWARE LIMITED LIABILITY COMPANY AS LESSEE, DATED APRIL 30, 2002, A MEMORANDUM OF WHICH LEASE WAS RECORDED MAY 1, 2002 AS DOCUMENT 0020499167, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF TWENTY FIVE (25) YEARS COMMENCING AT 11:59 P.M. ON APRIL 30, 2002 (the "LEASE COMMENCEMENT DATE") AND ENDING AT MIDNIGHT ON THE TWENTY-FIFTH ANNIVERSARY OF SAID DATE, (EXCEPT THE BUILDING AND IMPROVEMENTS LOCATED ON THE LAND).

(B) OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE LAND.

THE LAND:

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PARCEL 1 (NET AREA EAST OF TOLLWAY):

THAT PART OF SECTIONS 16 AND 21 IN TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 21 THENCE NORTH 88 DEGREES 17 MINUTES 58 SECONDS EAST, ON THE NORTH LINE OF SAID NORTHWEST QUARTER, 869.51 FEET TO THE POINT OF BEGINNING; THENCE NORTH 16 DEGREES 08 MINUTES 25 SECONDS EAST, 496.93 FEET; THENCE NORTH 86 DEGREES 19 MINUTES 31 SECONDS EAST, 16.61 FEET; THENCE NORTH 09 DEGREES 00 MINUTES 39 SECONDS EAST, 28.97 FEET; THENCE NORTH 04 DEGREES 30 MINUTES 46 SECONDS EAST 44.36 FEET; THENCE NORTH 14 DEGREES 05 MINUTES 29 SECONDS EAST, 37.42 FEET; THENCE NORTH 15 DEGREES 37 MINUTES 19 SECONDS EAST, 62.73 FEET; THENCE NORTH 14 DEGREES 47 MINUTES 05 SECONDS EAST 104.84 FEET; THENCE NORTH 14 DEGREES 24 MINUTES 59 SECONDS EAST 87.18 FEET; THENCE NORTH 67 DEGREES 28 MINUTES 47 SECONDS EAST, 79.22 FEET TO THE NORTH EXTENSION OF THE EAST LINE OF THE PROPERTY CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY; THENCE SOUTH 12 DEGREES 25 MINUTES 52 SECONDS EAST, ON SAID EAST LINE, 231.16 FEET TO AN ANGLE POINT ON SAID EAST LINE; THENCE SOUTH 04 DEGREES 51 MINUTES 06 SECONDS WEST, ON SAID EAST LINE, 330.23 FEET TO AN ANGLE POINT ON SAID EAST LINE; THENCE SOUTH 31 DEGREES 03 MINUTES 35 SECONDS EAST, ON SAID EAST LINE, 161.61 FEET TO AN ANGLE POINT ON SAID EAST LINE; THENCE SOUTH 12 DEGREES 20 MINUTES 21 SECONDS EAST, ON SAID EAST LINE, 151.08 FEET TO AN ANGLE POINT ON SAID EAST LINE; THENCE SOUTH 02 DEGREES 15 MINUTES 48 SECONDS EAST, ON SAID EAST LINE, 184.30 FEET TO AN ANGLE POINT ON SAID EAST LINE; THENCE SOUTH 15 DEGREES 11 MINUTES 19 SECONDS WEST, ON SAID EAST LINE, 375.02 FEET TO AN ANGLE POINT ON SAID EAST LINE; THENCE SOUTH 61 DEGREES 08 MINUTES 25 SECONDS WEST, ON SAID EAST LINE, * 282.84 FEET TO AN ANGLE POINT ON SAID EAST LINE; THENCE SOUTH 52 DEGREES 00 MINUTES 37 SECONDS WEST, ON SAID EAST LINE, 250.00 FEET TO AN ANGLE POINT ON SAID EAST LINE; THENCE SOUTH 27 DEGREES 27 MINUTES 01 SECONDS WEST, 144.71 FEET; THENCE NORTH 74 DEGREES 31 MINUTES 07 SECONDS WEST, 103.88 FEET; THENCE NORTH 23 DEGREES 10 MINUTES 07 SECONDS EAST, 18.71 FEET; THENCE NORTH 67 DEGREES 51 MINUTES 40 SECONDS WEST, 13.32 FEET; THENCE NORTH 16 DEGREES 08 MINUTES 25 SECONDS EAST, 935.07 FEET TO THE POINT OF BEGINNING,

EXCEPTING THEREFROM

THAT PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 88 DEGREES 17 MINUTES 58 SECONDS EAST, ON THE NORTH LINE OF SAID NORTHWEST QUARTER, 869.51 FEET, THENCE SOUTH 16 DEGREES 08 MINUTES 25 SECONDS WEST 586.16 FEET; THENCE SOUTH 73 DEGREES 51 MINUTES 35 SECONDS EAST, 144.32 FEET FOR THE PLACE OF BEGINNING; THENCE NORTH 07 DEGREES 58 MINUTES 30 SECONDS EAST, 78.86 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG AN ARC OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 50.00 FEET, HAVING A CHORD BEARING OF NORTH 12 DEGREES 03 MINUTES 21 SECONDS EAST, 7.12 FEET TO A POINT OF TANGENCY THENCE NORTH 16 DEGREES 08 MINUTES 13 SECONDS EAST, 29.14 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG AN ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 100.00 FEET, HAVING A CHORD BEARING OF NORTH 09 DEGREES 22 MINUTES 07 SECONDS EAST, 23.63 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY ALONG AN ARC OF A CURVE

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CONCAVE TO THE EAST, HAVING A RADIUS OF 80.00 FEET, HAVING A CHORD BEARING OF NORTH 09 DEGREES 22 MINUTES 07 SECONDS EAST, 18.90 FEET TO A POINT OF TANGENCY; THENCE NORTH 16 DEGREES 08 MINUTES 13 SECONDS EAST, 7.48 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 55.00 FEET, HAVING A CHORD BEARING OF NORTH 38 DEGREES 38 MINUTES 32 SECONDS EAST, 43.21 FEET TO A POINT OF TANGENCY; THENCE NORTH 61 DEGREES 08 MINUTES 51 SECONDS EAST, 96.42 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 165.00 FEET, HAVING A CHORD BEARING OF NORTH 46 DEGREES 37 MINUTES 35 SECONDS EAST 83.64 FEET TO A NONTANGENT LINE; THENCE SOUTH 73 DEGREES 51 MINUTES 48 SECONDS EAST, 20.96 FEET; THENCE SOUTH 14 DEGREES 16 MINUTES 02 SECONDS EAST, 148.23 FEET TO A NONTANGENT CURVE; THENCE SOUTHWESTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 315.00 FEET, HAVING A CHORD BEARING SOUTH 44 DEGREES 42 MINUTES 34 SECONDS WEST, 105.90 FEET TO A NONTANGENT LINE; THENCE SOUTH 61 DEGREES 08 MINUTES 15 SECONDS WEST, 20.00 FEET; THENCE SOUTH 63 DEGREES 01 MINUTES 04 SECONDS WEST, 164.67 FEET; THENCE NORTH 60 DEGREES 46 MINUTES 41 SECONDS WEST, 21.38 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2 (NET AREA WEST OF TOLLWAY):

THAT PART OF SECTIONS 16 AND 21 IN TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 16; THENCE NORTH 28 DEGREES 17 MINUTES 58 SECONDS EAST, ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 247.58 FEET TO THE WEST LINE OF THE PROPERTY CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY AND TO THE POINT OF BEGINNING; THENCE NORTH 17 DEGREES 15 MINUTES 25 SECONDS EAST, ON SAID WEST LINE, 34.89 FEET TO AN ANGLE POINT ON SAID WEST LINE; THENCE NORTH 13 DEGREES 01 MINUTE 46 SECONDS EAST, ON SAID WEST LINE, 307.19 FEET TO AN ANGLE POINT ON SAID WEST LINE; THENCE NORTH 64 DEGREES 16 MINUTES 59 SECONDS EAST, ON SAID WEST LINE, 354.74 FEET TO AN ANGLE POINT ON SAID WEST LINE; THENCE NORTH 00 DEGREES 28 MINUTES 01 SECOND WEST, ON SAID WEST LINE, 148.53 FEET TO AN ANGLE POINT ON SAID WEST LINE; THENCE NORTH 00 DEGREES 23 MINUTES 52 SECONDS WEST, ON SAID WEST LINE, 66.01 FEET TO AN ANGLE POINT ON SAID WEST LINE; THENCE NORTH 76 DEGREES 41 MINUTES 11 SECONDS EAST, ON SAID WEST LINE AND ON THE EASTERLY EXTENSION THEREOF, 236.11 FEET; THENCE NORTH 67 DEGREES 28 MINUTES 47 SECONDS EAST, 59.38 FEET; THENCE SOUTH 17 DEGREES 12 MINUTES 50 SECONDS WEST, 86.16 FEET; THENCE SOUTH 18 DEGREES 20 MINUTES 13 SECONDS WEST, 38.91 FEET; THENCE SOUTH 17 DEGREES 09 MINUTES 01 SECONDS WEST, 64.19 FEET; THENCE SOUTH 64 DEGREES 49 MINUTES 32 SECONDS EAST, 16.07 FEET; THENCE SOUTH 16 DEGREES 08 MINUTES 25 SECONDS WEST, 1385.47 FEET; THENCE SOUTH 88 DEGREES 46 MINUTES 55 SECONDS EAST, 12.76 FEET; THENCE SOUTH 14 DEGREES 23 MINUTES 21 SECONDS WEST, 25.87 FEET; THENCE SOUTH 05 DEGREES 47 MINUTES 15 SECONDS WEST, 21.83 FEET; THENCE SOUTH 08 DEGREES 59 MINUTES 06 SECONDS WEST, 30.59 FEET; THENCE SOUTH 12 DEGREES 56 MINUTES 09 SECONDS WEST, 30.59 FEET; THENCE SOUTH 15 DEGREES 13 MINUTES 24 SECONDS WEST, 21.00 FEET; THENCE NORTH 74 DEGREES 31 MINUTES 07 SECONDS WEST, 63.09 FEET TO THE WEST LINE OF THE PARCELS OF LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY; THENCE THE FOLLOWING THREE COURSES ON SAID WEST LINE; NORTH 09 DEGREES 01 MINUTE 57 SECONDS EAST, 146.48 FEET; NORTH 27 DEGREES 01 MINUTE 11 SECONDS WEST, 549.29 FEET; NORTH 16 DEGREES 07 MINUTES 57 SECONDS EAST, 221.57 FEET TO THE POINT OF BEGINNING,

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THAT PART OF THE SOUTHWEST QUARTER OF SECTION 16 AND NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 88 DEGREES 17 MINUTES 58 SECONDS EAST, ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 728.66 FEET; THENCE NORTH 16 DEGREES 08 MINUTES 25 SECONDS EAST, 255.13 FEET; THENCE NORTH 73 DEGREES 51 MINUTES 35 SECONDS WEST, 144.37 FEET FOR THE PLACE OF BEGINNING; THENCE SOUTH 07 DEGREES 57 MINUTES 34 SECONDS WEST, 78.77 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG AN ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 50.00 FEET, HAVING A CHORD BEARING OF SOUTH 12 DEGREES 02 MINUTES 39 SECONDS WEST, 7.13 FEET TO A POINT OF TANGENCY; THENCE SOUTH 16 DEGREES 07 MINUTES 44 SECONDS WEST, 28.99 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG AN ARC OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 100.00 FEET, HAVING A CHORD BEARING SOUTH 09 DEGREES 21 MINUTES 39 SECONDS WEST, 23.63 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY ALONG AN ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 80.00 FEET, HAVING A CHORD BEARING OF SOUTH 09 DEGREES 21 MINUTES 39 SECONDS WEST, 18.90 FEET TO A POINT OF TANGENCY; THENCE SOUTH 16 DEGREES 07 MINUTES 44 SECONDS WEST, 7.37 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 55.00 FEET HAVING A CHORD BEARING OF SOUTH 38 DEGREES 37 MINUTES 44 SECONDS WEST, 43.20 FEET TO A POINT OF TANGENCY; THENCE SOUTH 61 DEGREES 07 MINUTES 43 SECONDS WEST, 96.48 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 165.00 FEET, HAVING A CHORD BEARING OF SOUTH 46 DEGREES 36 MINUTES 48 SECONDS WEST, 83.60 FEET TO A NONTANGENT LINE; THENCE NORTH 73 DEGREES 52 MINUTES 15 SECONDS WEST, 20.92 FEET; THENCE NORTH 14 DEGREES 15 MINUTES 54 SECONDS WEST, 148.31 FEET TO A NONTANGENT CURVE; THENCE NORTHEASTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 315.00 FEET, HAVING A CHORD BEARING OF NORTH 44 DEGREES 42 MINUTES 32 SECONDS EAST, 105.82 FEET TO A NONTANGENT LINE; THENCE NORTH 61 DEGREES 07 MINUTES 47 SECONDS EAST, 20.00 FEET; THENCE NORTH 62 DEGREES 59 MINUTES 51 SECONDS EAST, 168.00 FEET; THENCE SOUTH 51 DEGREES 47 MINUTES 59 SECONDS EAST, 19.87 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3 (NEW PROPOSED RESTAURANT PARCEL):

THAT PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 655.00 FEET, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 88 DEGREES 17 MINUTES 58 SECONDS EAST, ON THE NORTH LINE OF SAID NORTHWEST QUARTER, 728.66 FEET; THENCE SOUTH 16 DEGREES 08 MINUTES 25 SECONDS WEST, 92.27 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 73 DEGREES 51 MINUTES 35 SECONDS EAST, 134.00 FEET; THENCE SOUTH 16 DEGREES 08 MINUTES 25 SECONDS WEST, 103.00 FEET; THENCE NORTH 73 DEGREES 51 MINUTES 35 SECONDS WEST, 134.00 FEET; THENCE NORTH 16 DEGREES 08 MINUTES 25 SECONDS EAST, 103.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY**O'HARE EXISTING PIER EASEMENT:**

THAT PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST QUARTER; THENCE NORTH 88 DEGREES 17 MINUTES 58 SECONDS EAST, ON THE NORTH LINE OF SAID NORTHWEST QUARTER, 728.66 FEET; THENCE SOUTH 16 DEGREES 08 MINUTES 25 SECONDS WEST, 92.27 FEET; THENCE SOUTH 73 DEGREES 51 MINUTES 35 SECONDS EAST; 58.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 73 DEGREES 51 MINUTES 35 SECONDS EAST, 15.00 FEET; THENCE SOUTH 16 DEGREES 08 MINUTES 25 SECONDS WEST, 103.00 FEET; THENCE NORTH 73 DEGREES 51 MINUTES 35 SECONDS WEST, 15.00 FEET; THENCE NORTH 16 DEGREES 08 MINUTES 25 SECONDS EAST, 103.00 FEET TO THE POINT OF BEGINNING, AND LYING BETWEEN THE PLANE OF THE BOTTOM OF ITS OVERHEAD SUPPORT BEAMS DOWNWARD TO THE CENTER OF THE EARTH; WITH THE BOTTOM OF THE OVERHEAD SUPPORT BEAMS BEING AT AN ELEVATION OF 655.00 MORE OR LESS, IN COOK COUNTY, ILLINOIS.

TRACT 4: HINSDALE OASIS, COOK COUNTY, ILLINOIS

(A) THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS: THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE GROUND LEASE, EXECUTED BY: THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, AN AGENCY OF THE STATE OF ILLINOIS, AS LESSOR, AND WILTON PARTNERS TOLLWAY LLC, A DELAWARE LIMITED LIABILITY COMPANY AS LESSEE, DATED APRIL 30, 2002, A MEMORANDUM OF WHICH LEASE WAS RECORDED MAY 1, 2002 AS DOCUMENT 0020490167, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF TWENTY FIVE (25) YEARS COMMENCING AT 11:59 P.M. ON APRIL 30, 2002 (the "LEASE COMMENCEMENT DATE") AND ENDING AT MIDNIGHT ON THE TWENTY-FIFTH ANNIVERSARY OF SAID DATE, (EXCEPT THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE LAND).

(B) OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE LAND.

THE LAND:**PARCEL 1 (NET AREA EAST OF TOLLWAY):**

THAT PART OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 18; THENCE SOUTH 87 DEGREES 58 MINUTES 35 SECONDS WEST, ON THE NORTH LINE OF SAID SOUTHEAST 1/4, 2495.34 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY AND TO THE POINT OF BEGINNING; THENCE SOUTHERLY ON SAID EASTERLY RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY, THE FOLLOWING THREE COURSES: SOUTH 44 DEGREES 08 MINUTES 28 SECONDS WEST, 52.17 FEET; SOUTH 25 DEGREES 13 MINUTES 58 SECONDS WEST, 223.61 FEET; SOUTH 10 DEGREES 16 MINUTES 37 SECONDS WEST, 171.65 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 76.03 FEET TO THE APPROXIMATE EAST EDGE OF THE SHOULDER OF THE NORTH BOUND LANES OF SAID TRI-STATE TOLLWAY; THENCE NORTHERLY, ON SAID EAST EDGE OF SHOULDER, THE FOLLOWING 10 COURSES: NORTH 01 DEGREE 48 MINUTES 47 SECONDS WEST, 224.56 FEET; NORTH 03 DEGREES 02 MINUTES

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20 SECONDS WEST, 385.92 FEET; NORTH 05 DEGREES 06 MINUTES 50 SECONDS WEST, 107.30 FEET; NORTH 00 DEGREES 05 MINUTES 26 SECONDS WEST, 29.15 FEET, NORTH 01 DEGREE 17 MINUTES 59 SECONDS WEST, 42.99 FEET, NORTH 01 DEGREE 23 MINUTES 45 SECONDS WEST, 86.02 FEET; NORTH 01 DEGREE 20 MINUTES 05 SECONDS WEST, 42.83 FEET; NORTH 00 DEGREES 46 MINUTES 05 SECONDS EAST, 77.50 FEET; THENCE NORTH 00 DEGREES 39 MINUTES 15 SECONDS WEST, 145.12 FEET; NORTH 00 DEGREES 52 MINUTES 08 SECONDS WEST, 331.38 FEET; THENCE NORTH 79 DEGREES 02 MINUTES 45 SECONDS EAST, 6.13 FEET; THENCE NORTH 77 DEGREES 45 MINUTES 06 SECONDS EAST, 14.94 FEET; THENCE NORTH 16 DEGREES 11 MINUTES 50 SECONDS WEST, 35.48 FEET; THENCE NORTH 12 DEGREES 05 MINUTES 15 SECONDS WEST, 36.13 FEET; THENCE NORTH 08 DEGREES 25 MINUTES 36 SECONDS WEST, 27.18 FEET; THENCE NORTH 86 DEGREES 45 MINUTES 16 SECONDS EAST, 48.12 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY; THENCE SOUTHERLY ON SAID EASTERLY RIGHT OF WAY LINE; THE FOLLOWING 3 COURSES: SOUTH 47 DEGREES 00 MINUTES 11 SECONDS EAST, 541.80 FEET; SOUTH 01 DEGREE 19 MINUTES 57 SECONDS EAST, 618.82 FEET; SOUTH 44 DEGREES 08 MINUTES 28 SECONDS WEST, 248.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

EXCEPTING THEREFROM

THAT PART OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 18; THENCE SOUTH 87 DEGREES 58 MINUTES 35 SECONDS WEST, ON THE NORTH LINE OF SAID SOUTHEAST 1/4, 2495.34 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY; THENCE NORTH 76 DEGREES 23 MINUTES 01 SECONDS WEST, 104.17 FEET FOR THE PLACE OF BEGINNING; THENCE NORTH 89 DEGREES 14 MINUTES 44 SECONDS WEST, 15.66 FEET; THENCE NORTH 15 DEGREES 23 MINUTES 26 SECONDS WEST, 50.41 FEET; THENCE NORTH 18 DEGREES 55 MINUTES 26 SECONDS EAST, 20.36 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG AN ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 50.00 FEET, HAVING A CHORD BEARING OF NORTH 00 DEGREES 42 MINUTES 01 SECONDS EAST, 31.81 FEET TO A POINT OF TANGENCY; THENCE NORTH 17 DEGREES 31 MINUTES 23 SECONDS WEST, 40.82 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG AN ARC OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 75.00 FEET, HAVING A CHORD BEARING OF NORTH 09 DEGREES 27 MINUTES 07 SECONDS WEST, 21.13 FEET TO A POINT OF TANGENCY; THENCE NORTH 01 DEGREE 22 MINUTES 51 SECONDS WEST, 7.48 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 50.00 FEET, HAVING A CHORD BEARING OF NORTH 21 DEGREES 07 MINUTES 22 SECONDS EAST, 39.28 FEET TO A NONTANGENT LINE; THENCE NORTH 40 DEGREES 39 MINUTES 54 SECONDS EAST, 96.54 FEET TO A NONTANGENT CURVE; THENCE NORTHERLY ALONG AN ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 165.00 FEET, HAVING A CHORD BEARING OF NORTH 29 DEGREES 30 MINUTES 31 SECONDS EAST, 81.35 FEET TO A NONTANGENT LINE; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 23.22 FEET; THENCE SOUTH 31 DEGREES 47 MINUTES 06 SECONDS EAST, 134.73 FEET TO A NONTANGENT CURVE; THENCE SOUTHWESTERLY ALONG AN ARC OF A CHORD CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 176.00 FEET, HAVING A CHORD BEARING OF SOUTH 22 DEGREES 37 MINUTES 53 SECONDS WEST, 113.00 FEET TO A NONTANGENT LINE; THENCE SOUTH 43 DEGREES 37 MINUTES 11 SECONDS WEST, 20.00 FEET; THENCE SOUTH 45 DEGREES 30 MINUTES 00 SECONDS WEST, 162.71 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2 (NET AREA WEST OF TOLLWAY):

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THAT PART OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 18; THENCE SOUTH 87 DEGREES 58 MINUTES 35 SECONDS WEST, ON THE NORTH LINE OF SAID SOUTHEAST 1/4, 2495.34 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY; THENCE SOUTHERLY ON SAID EASTERLY RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY, THE FOLLOWING THREE COURSES: SOUTH 44 DEGREES 08 MINUTES 28 SECONDS WEST, 52.17 FEET; SOUTH 25 DEGREES 13 MINUTES 50 SECONDS WEST, 223.61 FEET; SOUTH 10 DEGREES 16 MINUTES 37 SECONDS WEST, 171.65 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 312.67 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID TRI-STATE TOLLWAY AND TO THE POINT OF BEGINNING; THENCE NORTHERLY ON SAID WESTERLY RIGHT OF WAY LINE, THE FOLLOWING SIX COURSES: NORTH 07 DEGREES 01 MINUTE 52 SECONDS WEST, 251.25 FEET; NORTH 47 DEGREES 59 MINUTES 08 SECONDS WEST, 572.05 FEET; NORTH 01 DEGREE 50 MINUTES 32 SECONDS WEST, 362.79 FEET; NORTH 27 DEGREES 01 MINUTES 15 SECONDS EAST, 255.08 FEET; NORTH 46 DEGREES 13 MINUTES 29 SECONDS EAST, 29.66 FEET; NORTH 44 DEGREES 39 MINUTES 01 SECOND EAST, 448.42 FEET; THENCE NORTH 86 DEGREES 45 MINUTES 36 SECONDS EAST, 40.39 FEET; THENCE SOUTH 10 DEGREES 08 MINUTES 11 SECONDS WEST, 14.93 FEET; THENCE SOUTH 59 DEGREES 04 MINUTES 16 SECONDS EAST, 4.15 FEET; THENCE SOUTH 54 DEGREES 22 MINUTES 22 SECONDS EAST, 9.20 FEET TO THE APPROXIMATE WEST EDGE OF SHOULDER OF THE SOUTH BOUND LANES OF THE TRI-STATE TOLLWAY; THENCE SOUTHERLY ON SAID WEST EDGE OF SHOULDER, THE FOLLOWING SEVENTEEN COURSES: SOUTH 02 DEGREES 32 MINUTES 55 SECONDS EAST, 64.97 FEET; SOUTH 02 DEGREES 13 MINUTES 21 SECONDS EAST, 71.37 FEET; SOUTH 02 DEGREES 02 MINUTES 54 SECONDS EAST, 67.12 FEET; SOUTH 01 DEGREE 58 MINUTES 09 SECONDS EAST, 49.14 FEET; SOUTH 01 DEGREE 30 MINUTES 48 SECONDS EAST, 70.84 FEET; SOUTH 02 DEGREES 14 MINUTES 20 SECONDS EAST, 76.08 FEET; SOUTH 01 DEGREE 52 MINUTES 34 SECONDS EAST, 63.67 FEET; SOUTH 01 DEGREE 55 MINUTES 31 SECONDS EAST, 72.05 FEET; SOUTH 03 DEGREES 50 MINUTES 27 SECONDS EAST, 38.21 FEET; SOUTH 64 DEGREES 19 MINUTES 28 SECONDS WEST, 1.06 FEET; SOUTH 04 DEGREES 28 MINUTES 22 SECONDS EAST, 94.82 FEET; SOUTH 00 DEGREES 02 MINUTES 21 SECONDS WEST, 86.93 FEET; SOUTH 01 DEGREE 08 MINUTES 48 SECONDS EAST, 42.82 FEET; SOUTH 00 DEGREES 29 MINUTES 11 SECONDS WEST, 68.33 FEET; SOUTH 00 DEGREES 49 MINUTES 30 SECONDS EAST, 181.72 FEET; SOUTH 00 DEGREES 54 MINUTES 08 SECONDS EAST, 166.08 FEET; SOUTH 00 DEGREES 33 MINUTES 23 SECONDS EAST, 136.72 FEET; THENCE SOUTH 70 DEGREES 39 MINUTES 15 SECONDS WEST, 12.20 FEET; THENCE SOUTH 74 DEGREES 14 MINUTES 23 SECONDS WEST, 4.37 FEET; THENCE SOUTH 13 DEGREES 39 MINUTES 37 SECONDS EAST, 45.34 FEET; THENCE SOUTH 09 DEGREES 57 MINUTES 06 SECONDS EAST, 35.71 FEET; THENCE SOUTH 06 DEGREES 51 MINUTES 59 SECONDS EAST, 44.56 FEET; THENCE SOUTH 03 DEGREES 35 MINUTES 40 SECONDS WEST 29.19 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 35 SECONDS EAST, 12.38 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 79.70 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM

THAT PART OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 18; THENCE SOUTH 87 DEGREES 58 MINUTES 35 SECONDS WEST, ON THE NORTH LINE OF SAID SOUTHEAST 1/4, 2495.34 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY; THENCE SOUTHERLY ON SAID EASTERLY RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY, THE FOLLOWING THREE COURSES: SOUTH 44 DEGREES 08

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MINUTES 28 SECONDS WEST, 52.17 FEET; SOUTH 25 DEGREES 13 MINUTES 58 SECONDS WEST, 223.61 FEET; SOUTH 10 DEGREES 16 MINUTES 37 SECONDS WEST, 171.65 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 312.67 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID TRI-STATE TOLLWAY; THENCE NORTHERLY ON SAID WESTERLY RIGHT OF WAY LINE, THE FOLLOWING THREE COURSES: NORTH 07 DEGREES 01 MINUTE 52 SECONDS WEST, 251.25 FEET; NORTH 47 DEGREES 59 MINUTES 08 SECONDS WEST, 572.55 FEET; NORTH 01 DEGREE 50 MINUTES 32 SECONDS WEST 362.79 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 30 SECONDS EAST, 182.71 FEET TO THE PLACE OF BEGINNING; THENCE NORTHEASTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 176.00 FEET, HAVING A CHORD BEARING OF NORTH 22 DEGREES 32 MINUTES 21 SECONDS EAST, 113.14 FEET TO A NONTANGENT LINE; THENCE NORTH 43 DEGREES 37 MINUTES 39 SECONDS EAST, 20.00 FEET; THENCE NORTH 45 DEGREES 29 MINUTES 43 SECONDS EAST, 164.81 FEET; THENCE SOUTH 77 DEGREES 47 MINUTES 28 SECONDS EAST, 21.27 FEET; THENCE SOUTH 09 DEGREES 32 MINUTES 34 SECONDS EAST, 79.08 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG AN ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 50.00 FEET, HAVING A CHORD BEARING OF SOUTH 05 DEGREES 27 MINUTES 29 SECONDS EAST, 7.13 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01 DEGREE 22 MINUTES 24 SECONDS EAST, 28.99 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG AN ARC OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 100.00 FEET, HAVING A CHORD BEARING OF SOUTH 08 DEGREES 08 MINUTES 29 SECONDS EAST, 23.63 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY ALONG AN ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 80.00 FEET, HAVING A CHORD BEARING OF SOUTH 08 DEGREES 08 MINUTES 29 SECONDS EAST, 18.90 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01 DEGREE 22 MINUTES 24 SECONDS EAST, 7.37 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 55.00 FEET, HAVING A CHORD BEARING OF SOUTH 21 DEGREES 07 MINUTES 36 SECONDS WEST, 43.20 FEET TO A POINT OF TANGENCY; THENCE SOUTH 43 DEGREES 37 MINUTES 35 SECONDS WEST, 96.48 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 165.00 FEET, HAVING A CHORD BEARING OF SOUTH 29 DEGREES 31 MINUTES 20 SECONDS WEST, 81.23 FEET TO A NONTANGENT LINE; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 23.30 FEET; THENCE NORTH 31 DEGREES 46 MINUTES 38 SECONDS WEST, 134.41 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3 (NEW OVERHEAD RESTAURANT PARCEL):

THAT PART OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 660.00 FEET, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE SOUTH 87 DEGREES 58 MINUTES 35 SECONDS WEST, ON THE NORTH LINE OF SAID SOUTHEAST 1/4, 2495.34 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY; THENCE SOUTHERLY ON SAID EASTERLY RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY, THE FOLLOWING THREE COURSES: SOUTH 44 DEGREES 08 MINUTES 28 SECONDS WEST, 52.17 FEET; SOUTH 25 DEGREES 13 MINUTES 58 SECONDS WEST, 223.61 FEET; SOUTH 10 DEGREES 16 MINUTES 37 SECONDS WEST, 171.65 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 76.03 FEET TO THE APPROXIMATE EAST EDGE OF SHOULDER OF THE NORTH BOUND LANES OF SAID TRI-STATE TOLLWAY; THENCE NORTHERLY, ON SAID EAST EDGE OF SHOULDER, THE FOLLOWING 5 COURSES: NORTH 01 DEGREE 48 MINUTE 47

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SECONDS WEST, 224.56 FEET; NORTH 03 DEGREES 02 MINUTES 20 SECONDS WEST, 385.92 FEET; NORTH 05 DEGREES 06 MINUTES 50 SECONDS WEST, 107.30 FEET; NORTH 00 DEGREES 05 MINUTES 26 SECONDS WEST, 29.15 FEET; NORTH 01 DEGREE 17 MINUTES 59 SECONDS WEST, 34.46 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 37 MINUTES 36 SECONDS WEST, 134.17 FEET; THENCE NORTH 01 DEGREE 08 MINUTES 48 SECONDS WEST, 8.44 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 21 SECONDS EAST, 86.93 FEET; THENCE NORTH 04 DEGREES 28 MINUTES 22 SECONDS WEST, 7.66 FEET; THENCE NORTH 88 DEGREES 37 MINUTES 36 SECONDS EAST, 132.39 FEET; THENCE SOUTH 01 DEGREES 20 MINUTES 05 SECONDS EAST, 8.45 FEET; THENCE SOUTH 01 DEGREES 23 MINUTES 45 SECONDS EAST, 86.02 FEET; THENCE SOUTH 01 DEGREES 17 MINUTES 59 SECONDS EAST, 8.53 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

HINSDALE EXISTING PIER EASEMENT:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE SOUTH 87 DEGREES 58 MINUTES 35 SECONDS WEST, ON THE NORTH LINE OF SAID SOUTHEAST 1/4, 2495.34 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY; THENCE SOUTHERLY ON SAID EASTERLY RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY, THE FOLLOWING THREE COURSES: SOUTH 44 DEGREES 08 MINUTES 28 SECONDS WEST, 52.17 FEET; SOUTH 25 DEGREES 13 MINUTES 58 SECONDS WEST, 223.61 FEET; SOUTH 10 DEGREES 16 MINUTES 37 SECONDS WEST, 171.65 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 76.03 FEET TO THE APPROXIMATE EAST EDGE OF SHOULDER OF THE NORTH BOUND LANES OF SAID TRI-STATE TOLLWAY; THENCE NORTHERLY, ON SAID EAST EDGE OF SHOULDER, THE FOLLOWING 5 COURSES: NORTH 01 DEGREE 48 MINUTES 47 SECONDS WEST, 224.56 FEET; NORTH 03 DEGREES 02 MINUTES 20 SECONDS WEST, 385.92 FEET; NORTH 05 DEGREES 06 MINUTES 50 SECONDS WEST, 107.30 FEET; NORTH 00 DEGREES 05 MINUTES 26 SECONDS WEST, 29.15 FEET; NORTH 01 DEGREE 17 MINUTES 59 SECONDS WEST, 34.46 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 36 SECONDS WEST, 59.79 FEET FOR THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 37 MINUTES 36 SECONDS WEST, 15.00 FEET; THENCE NORTH 01 DEGREE 22 MINUTES 24 SECONDS WEST, 103.00 FEET; THENCE NORTH 88 DEGREES 37 MINUTES 36 SECONDS EAST, 15.00 FEET; THENCE SOUTH 01 DEGREES 12 MINUTES 24 SECONDS EAST, 103.00 FEET TO THE PLACE OF BEGINNING, AND LYING BETWEEN THE PLANE OF THE BOTTOM OF ITS OVERHEAD SUPPORT BEAMS DOWNWARD TO THE CENTER OF THE EARTH, WITH THE BOTTOM OF THE OVERHEAD SUPPORT BEAMS HAVING AN ELEVATION OF 660.00 MORE OR LESS IN COOK COUNTY, ILLINOIS

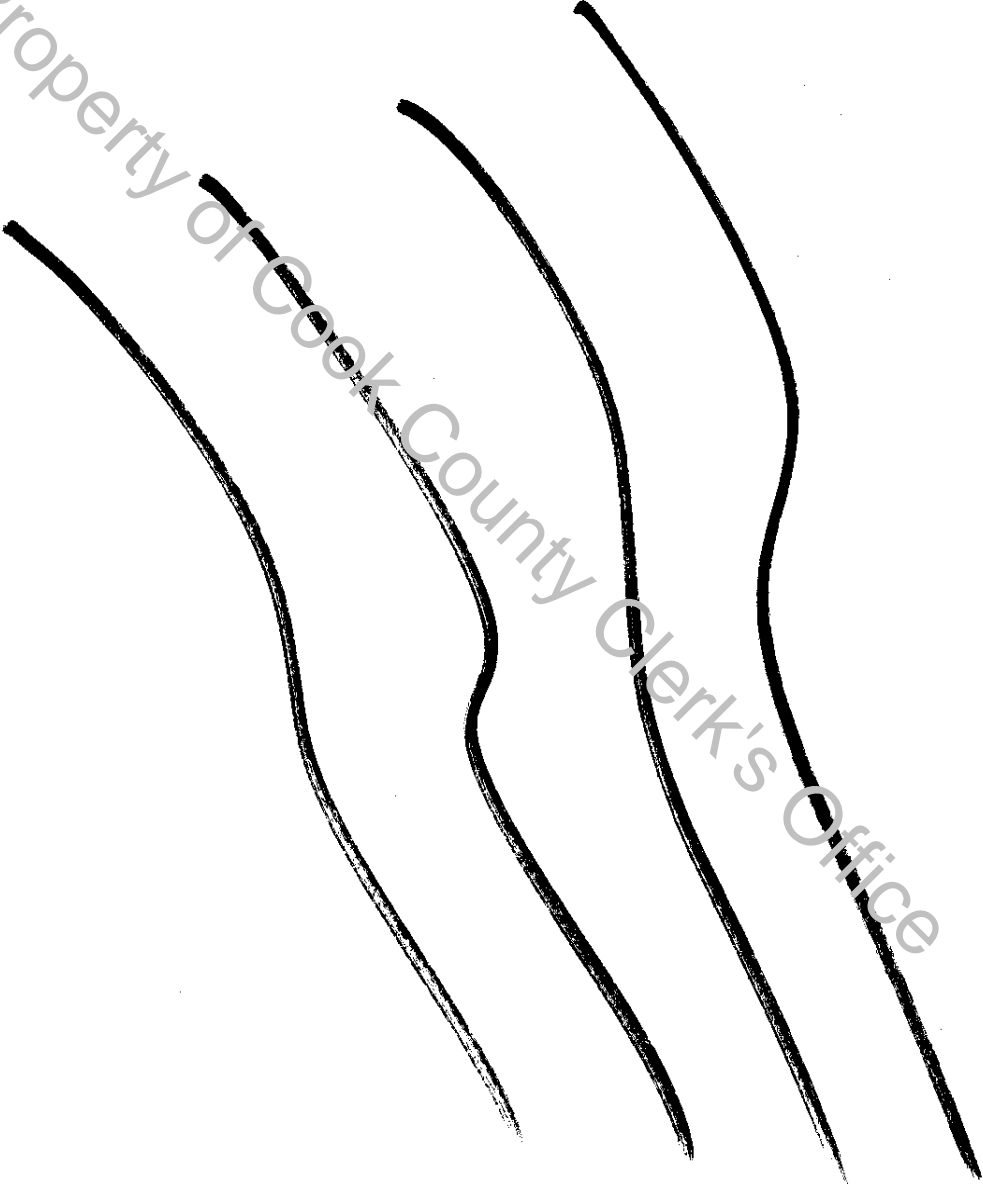
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EXHIBIT A-2

Legal Description of the Boone County Project

[ATTACHED]

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EXHIBIT A

BELVIDERE OASIS, BOONE COUNTY, ILLINOIS

(A) THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS: THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE GROUND LEASE, EXECUTED BY: THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, AN AGENCY OF THE STATE OF ILLINOIS, AS LESSOR, AND WILTON PARTNERS TOLLWAY LLC, A DELAWARE LIMITED LIABILITY COMPANY AS LESSEE, DATED APRIL 30, 2002, A MEMORANDUM OF WHICH LEASE WAS RECORDED MAY 1, 2002 AS DOCUMENT 02R05178, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF TWENTY FIVE (25) YEARS COMMENCING AT 11:59 P.M. ON APRIL 30, 2002 (the "LEASE COMMENCEMENT DATE") AND ENDING AT MIDNIGHT ON THE TWENTY-FIFTH ANNIVERSARY OF SAID DATE, (EXCEPT THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE LAND).

(B) OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE LAND.

THE LAND:

PARCEL 1 (NET AREA NORTH OF TOLLWAY):

THAT PART OF THE WEST HALF OF SECTION 1 TOWNSHIP 43 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE COUNTY OF BOONE, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1; THENCE NORTH 89 DEGREES 36 MINUTES 21 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 1, 1335.60 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE SOUTH 00 DEGREES 20 MINUTES 55 SECONDS WEST ALONG THE WEST LINE OF SAID EAST HALF OF NORTHWEST QUARTER OF SECTION 1, 2191.58 FEET TO A POINT ON THE NORTHERLY LINE OF LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION IN A DEED RECORDED NOVEMBER 7, 1957, IN BOOK 115, PAGE 434, SAID POINT BEING THE POINT OF BEGINNING; THENCE EASTERLY ALONG SAID NORTHERLY LINE; THE FOLLOWING FOUR COURSES AND DISTANCES; NORTH 44 DEGREES 37 MINUTES 23 SECONDS EAST, 341.23 FEET; NORTH 89 DEGREES 43 MINUTES 04 SECONDS EAST, 597.00 FEET; SOUTH 45 DEGREES 11 MINUTES 05 SECONDS EAST, 415.07 FEET; SOUTH 67 DEGREES 49 MINUTES 22 SECONDS EAST, 274.86 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 103.45 FEET TO A LINE PARALLEL WITH AND 67.55 FEET NORTHERLY OF CENTERLINE OF THE NORTHWEST TOLLWAY (INTERSTATE 90); THENCE SOUTH 89 DEGREES 43 MINUTES 04 SECONDS WEST, 1639.10 FEET ALONG SAID PARALLEL LINE; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 189.72 FEET TO THE NORTHERLY LINE OF LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION IN A DEED RECORDED NOVEMBER 7, 1957, IN BOOK 115, PAGE 434, THENCE NORTH 86 DEGREES 43 MINUTES 31 SECONDS EAST, 177.73 FEET, THENCE NORTH 66 DEGREES 51 MINUTES 51 SECONDS EAST, 27.55 FEET; THENCE NORTH 44 DEGREES 37 MINUTES 23 SECONDS EAST, 72.10 FEET TO THE POINT OF BEGINNING,

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EXCEPTING THEREFROM

THAT PART OF THE WEST HALF OF SECTION 1 TOWNSHIP 43 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1; THENCE NORTH 89 DEGREES 36 MINUTES 21 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 1, 1335.60 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE SOUTH 00 DEGREES 20 MINUTES 55 SECONDS WEST ALONG THE WEST LINE OF SAID EAST HALF OF NORTHWEST QUARTER OF SECTION 1, 2191.58 FEET TO A POINT ON THE NORTHERLY LINE OF LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION IN A DEED RECORDED NOVEMBER 7, 1957, IN BOOK 115, PAGE 434; THENCE EASTERLY ALONG SAID NORTHERLY LINE, THE FOLLOWING FOUR COURSES AND DISTANCES; NORTH 44 DEGREES 37 MINUTES 23 SECONDS EAST, 341.23 FEET; NORTH 89 DEGREES 43 MINUTES 04 SECONDS EAST, 597.00 FEET; SOUTH 45 DEGREES 11 MINUTES 05 SECONDS EAST, 415.07 FEET; SOUTH 67 DEGREES 49 MINUTES 22 SECONDS EAST, 274.86 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 99.07 FEET TO A NONTANGENT CURVE; THENCE NORTHWESTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 763.72 FEET, HAVING A CHORD BEARING OF NORTH 70 DEGREES 13 MINUTES 17 SECONDS WEST, 343.55 FEET TO A NONTANGENT LINE; THENCE NORTH 03 DEGREES 56 MINUTES 14 SECONDS WEST, 60.81 FEET; THENCE NORTH 02 DEGREES 55 MINUTES 11 SECONDS WEST, 11.85 FEET FOR THE PLACE OF BEGINNING; THENCE SOUTH 81 DEGREES 49 MINUTES 00 SECONDS WEST 67.15 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 50.00 FEET, HAVING A CHORD BEARING OF SOUTH 85 DEGREES 54 MINUTES 05 SECONDS WEST, 7.13 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 59 MINUTES 10 SECONDS WEST 28.99 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 100.00 FEET, HAVING A CHORD BEARING OF SOUTH 83 DEGREES 13 MINUTES 05 SECONDS WEST, 23.63 FEET TO A POINT OF REVERSE CURVATURE; THENCE WESTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 80.00 FEET, HAVING A CHORD BEARING OF SOUTH 83 DEGREES 13 MINUTES 05 SECONDS WEST, 18.90 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 59 MINUTES 10 SECONDS WEST, 7.37 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 55.00 FEET, HAVING A CHORD BEARING NORTH 67 DEGREES 30 MINUTES 51 SECONDS WEST, 43.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 45 DEGREES 00 MINUTES 51 SECONDS WEST, 95.48 FEET TO A POINT OF CURVATURE; THENCE NORTHWEST ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 165.00 FEET, HAVING A CHORD BEARING OF NORTH 61 DEGREES 02 MINUTES 50 SECONDS WEST, 92.34 FEET TO A NONTANGENT LINE; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 10.14 FEET; THENCE NORTH 59 DEGREES 34 MINUTES 55 SECONDS EAST, 165.76 FEET TO A NONTANGENT CURVE; THENCE SOUTHEASTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 233.79 FEET, HAVING A CHORD BEARING OF SOUTH 59 DEGREES 29 MINUTES 46 SECONDS EAST, 100.50 FEET TO NONTANGENT LINE; THENCE SOUTH 45 DEGREES 00 MINUTES 47 SECONDS EAST, 20.00 FEET; THENCE SOUTH 42 DEGREES 35 MINUTES 44 SECONDS EAST, 169.78 FEET; THENCE SOUTH 38 DEGREES 20 MINUTES 04 SECONDS WEST, 21.48 FEET; THENCE SOUTH 81 DEGREES 49 MINUTES 00 SECONDS WEST, 5.71 FEET TO THE PLACE OF BEGINNING, IN BOONE COUNTY, ILLINOIS.

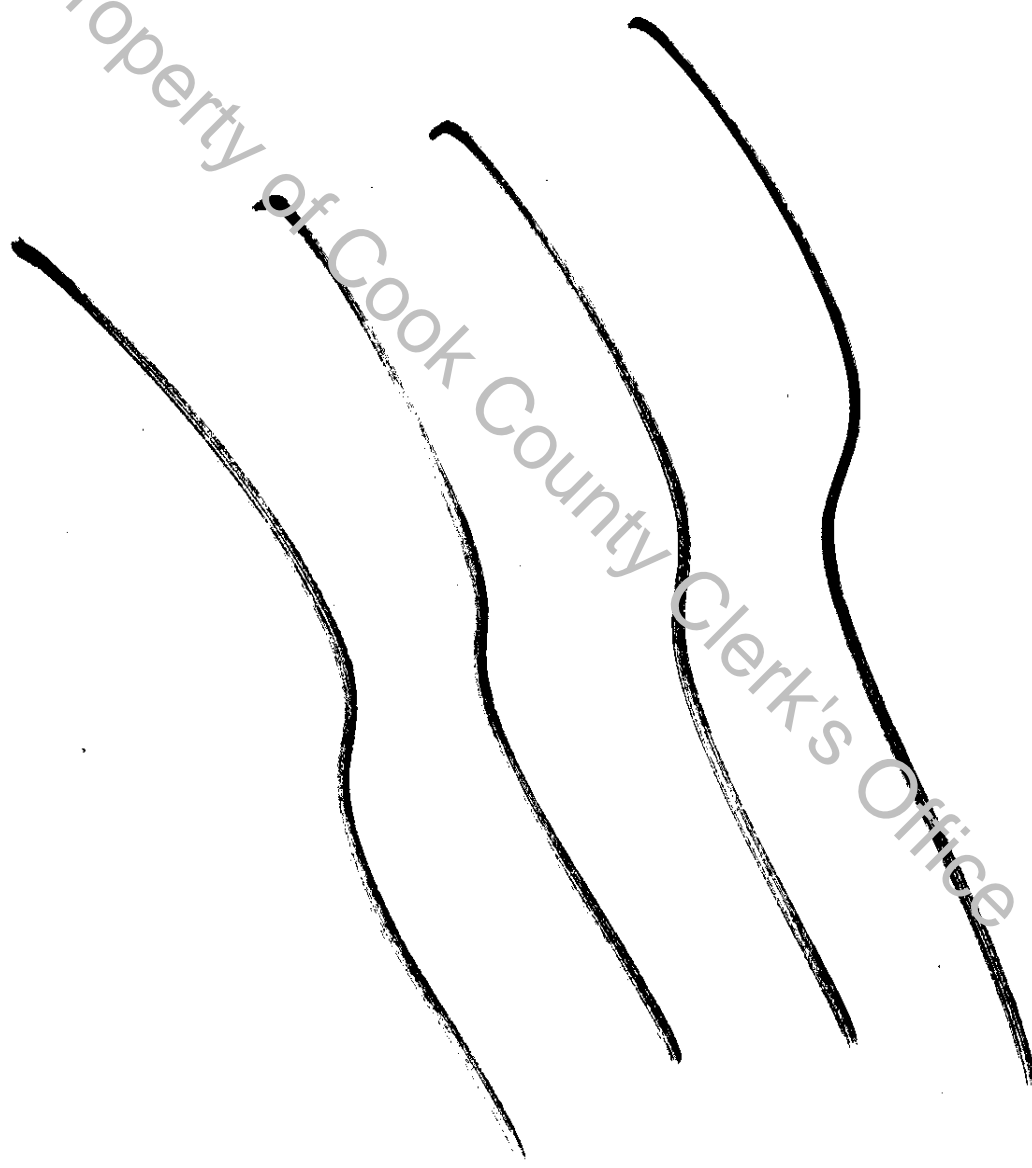
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EXHIBIT A-3

Legal Description of the Lake County Project

[ATTACHED]

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EXHIBIT A

LAKE FOREST OASIS, LAKE COUNTY, ILLINOIS

(A) THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS: THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE GROUND LEASE, EXECUTED BY: THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, AN AGENCY OF THE STATE OF ILLINOIS, AS LESSOR, AND WILTON PARTNERS TOLLWAY LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS LESSEE, DATED APRIL 30, 2002, A MEMORANDUM OF WHICH LEASE WAS RECORDED MAY 1, 2002 AS DOCUMENT 4915676; WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF TWENTY FIVE (25) YEARS COMMENCING AT 11:59 P.M. ON APRIL 30, 2002 (the "LEASE COMMENCEMENT DATE") AND ENDING AT MIDNIGHT ON THE TWENTY-FIFTH ANNIVERSARY OF SAID DATE, (EXCEPT THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE LAND).

(B) OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE LAND.

THE LAND**PARCEL 1 (NET AREA EAST OF TOLLWAY):**

THAT PART OF SECTIONS 25 AND 36 IN TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25;
 THENCE SOUTH 89 DEGREES 46 MINUTES 22 SECONDS EAST, ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 885.23 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY, THENCE NORTH 44 DEGREES 22 MINUTES 12 SECONDS EAST, 208.31 FEET TO A POINT 125.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, THE CENTER LINE OF SAID TRI-STATE TOLLWAY; THENCE NORTH 86 DEGREES 17 MINUTES 33 SECONDS EAST, 161.81 FEET TO THE POINT OF BEGINNING; THENCE NORTH 86 DEGREES 17 MINUTES 33 SECONDS EAST, 68.25 FEET TO A POINT 125.00 FEET EAST OF, AS MEASURED PERPENDICULAR TO THE CENTER LINE OF SAID TRI-STATE TOLLWAY AND TO THE NORTHEASTERLY LINE OF THE PARCELS OF LAND CONVEYED TO THE ILLINOIS STATE TOLLWAY AUTHORITY; THENCE SOUTH 44 DEGREES 07 MINUTES 38 SECONDS EAST, 602.43 FEET ON SAID NORTHEASTERLY LINE TO THE EAST LINE OF THE PARCELS OF LAND CONVEYED TO THE ILLINOIS STATE TOLLWAY AUTHORITY; THENCE SOUTHERLY ON SAID EAST LINE, THE FOLLOWING 4 COURSES; SOUTH 00 DEGREES 06 MINUTES 21 SECONDS EAST, 560.00 FEET; SOUTH 46 DEGREES 01 MINUTES 37 SECONDS WEST, 317.64 FEET; SOUTH 26 DEGREES 17 MINUTES 04 SECONDS WEST, 246.04 FEET; SOUTH 12 DEGREES 25 MINUTES 08 SECONDS WEST, 230.97 FEET; THENCE NORTH 73 DEGREES 18 MINUTES 24 SECONDS WEST, 94.18 FEET; THENCE NORTH 05 DEGREES 42 MINUTES 41 SECONDS EAST, 42.95 FEET; THENCE NORTH 08 DEGREES 28 MINUTES 58 SECONDS EAST, 51.26 FEET; THENCE NORTH 04 DEGREES 27 MINUTES 09 SECONDS WEST, 116.74 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 21 SECONDS WEST, 1188.34 FEET; THENCE NORTH 01 DEGREES 23 MINUTES 00 SECONDS WEST, 182.70 FEET; THENCE NORTH 08 DEGREES 21 MINUTES 04 SECONDS WEST, 46.64 FEET TO THE POINT OF BEGINNING.

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THAT PART OF SECTION 36 IN TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 36;
 THENCE SOUTH 89 DEGREES 46 MINUTES 22 SECONDS EAST, ON THE NORTH LINE OF SAID NORTHWEST QUARTER, 865.23 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY, THENCE NORTH 44 DEGREES 22 MINUTES 12 SECONDS EAST, 208.31 FEET TO A POINT 125.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO THE CENTER LINE OF SAID TRI-STATE TOLLWAY; THENCE NORTH 86 DEGREES 17 MINUTES 33 SECONDS EAST 250.06 FEET TO A POINT 125.00 FEET EAST OF, AS MEASURED PERPENDICULAR TO THE CENTER LINE OF SAID TRI-STATE TOLLWAY AND TO THE NORTHEASTERLY LINE OF THE PARCELS OF LAND CONVEYED TO THE ILLINOIS STATE TOLLWAY AUTHORITY; THENCE SOUTH 44 DEGREES 07 MINUTES 38 SECONDS EAST, 602.43 FEET ON SAID NORTHEASTERLY LINE TO THE EAST LINE OF THE PARCELS OF LAND CONVEYED TO THE ILLINOIS STATE TOLLWAY AUTHORITY; THENCE SOUTH 00 DEGREES 06 MINUTES 21 SECONDS EAST ALONG SAID EAST LINE, 504.95 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 39 SECONDS WEST, 135.14 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 70.67 FEET; THENCE SOUTH 45 DEGREES 03 MINUTES 24 SECONDS WEST, 73.39 FEET; THENCE SOUTH 46 DEGREES 55 MINUTES 28 SECONDS WEST, 150.55 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 31.45 FEET; THENCE NORTH 08 DEGREES 06 MINUTES 49 SECONDS WEST, 150.15 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING OF NORTH 18 DEGREES 12 MINUTES 59 SECONDS EAST, 45.95 FEET TO A POINT OF TANGENCY; THENCE NORTH 44 DEGREES 32 MINUTES 48 SECONDS EAST, 110.15 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 165.00 FEET, A CHORD BEARING OF NORTH 31 DEGREES 09 MINUTES 54 SECONDS EAST, 77.07 FEET TO A POINT OF TANGENCY; THENCE NORTH 17 DEGREES 47 MINUTES 01 SECONDS EAST, 5.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 15.89 FEET; THENCE SOUTH 30 DEGREES 24 MINUTES 09 SECONDS EAST, 131.93 FEET TO THE POINT OF BEGINNING.

PARCEL 2 (NET AREA WEST OF TOLLWAY):

THAT PART OF SECTIONS 25 AND 36 IN TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25;
 THENCE SOUTH 89 DEGREES 46 MINUTES 22 SECONDS EAST, ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 601.38 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 46 MINUTES 22 SECONDS EAST ON SAID SOUTH LINE; 263.85 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY; THENCE NORTH 44 DEGREES 22 MINUTES 12 SECONDS EAST, ON SAID WESTERLY RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY; 208.31 FEET TO A POINT 125.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO THE CENTER LINE OF SAID TRI-STATE TOLLWAY; THENCE NORTH 86 DEGREES 17 MINUTES 33 SECONDS EAST, 61.36 FEET; THENCE SOUTH 07 DEGREES 49 MINUTES 05 SECONDS WEST, 36.81 FEET; THENCE SOUTH 03 DEGREES 13 MINUTES 11 SECONDS EAST, 185.05 FEET, THENCE SOUTH 00 DEGREES 06 MINUTES 21 SECONDS EAST, 1188.34 FEET; THENCE SOUTH 09 DEGREES 07 MINUTES 19 SECONDS WEST, 22.23 FEET; THENCE SOUTH 04 DEGREES 06 MINUTES 30 SECONDS EAST, 52.78 FEET; THENCE SOUTH 00 DEGREES 59 MINUTES 34 SECONDS EAST, 98.65 FEET; THENCE NORTH 73 DEGREES 18 MINUTES 24 SECONDS WEST, 92.60 FEET TO THE WEST LINE OF THE PARCELS OF LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY; THENCE NORTHERLY THE FOLLOWING 3 COURSES ON SAID WEST LINE; NORTH 12 DEGREES 38 MINUTES 08 SECONDS WEST, 230.48 FEET; NORTH 44 DEGREES 12 MINUTES 12 SECONDS WEST, 487.15 FEET; NORTH 00 DEGREES 06 MINUTES 21 SECONDS WEST, 830.25 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36 AND TO THE POINT OF BEGINNING.

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EXCEPTING THEREFROM

THAT PART OF SECTION 36 IN TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 36;
 THENCE SOUTH 89 DEGREES 46 MINUTES 22 SECONDS EAST, ON THE NORTH LINE OF SAID NORTHWEST QUARTER, 601.38 FEET TO THE NORTHERLY EXTENSION OF THE WEST LINE OF THE PARCELS OF LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY; THENCE SOUTH 00 DEGREES 06 MINUTES 21 SECONDS EAST ALONG SAID NORTHERLY EXTENSION, 369.12 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 39 SECONDS EAST, 145.52 FEET TO THE POINT OF BEGINNING; THENCE NORTH 33 DEGREES 21 MINUTES 36 SECONDS EAST, 50.85 FEET; THENCE NORTH 45 DEGREES 03 MINUTES 51 SECONDS EAST, 20.00 FEET; THENCE NORTH 46 DEGREES 55 MINUTES 56 SECONDS EAST, 153.44 FEET; THENCE SOUTH 77 DEGREES 20 MINUTES 11 SECONDS EAST, 31.12 FEET; THENCE SOUTH 08 DEGREES 06 MINUTES 21 SECONDS EAST, 144.97 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING OF SOUTH 18 DEGREES 28 MINUTES 43 SECONDS WEST, 46.40 FEET TO A POINT OF TANGENCY; THENCE SOUTH 45 DEGREES 03 MINUTES 48 SECONDS WEST, 100.90 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG THE ARC OF A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 125.00 FEET, A CHORD BEARING OF SOUTH 25 DEGREES 31 MINUTES 13 SECONDS WEST, 85.27 FEET TO A POINT OF NONTANGENCY; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 33.37 FEET; THENCE NORTH 30 DEGREES 32 MINUTES 30 SECONDS WEST, 119.66 FEET; THENCE NORTH 08 DEGREES 10 MINUTES 45 SECONDS EAST, 75.88 FEET TO THE POINT OF BEGINNING.

PARCEL 3 (NEW OVERHEAD RESTAURANT PARCEL):

THAT PART OF SECTION 36 IN TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 700.00 DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 36;
 THENCE SOUTH 89 DEGREES 46 MINUTES 22 SECONDS EAST, ON THE NORTH LINE OF SAID NORTHWEST QUARTER, 865.23 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY; THENCE NORTH 44 DEGREES 22 MINUTES 12 SECONDS EAST, ON SAID WESTERLY RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY, 208.31 FEET TO A POINT 125.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO THE CENTER LINE OF SAID TRI-STATE TOLLWAY; THENCE NORTH 86 DEGREES 17 MINUTES 33 SECONDS EAST, 61.36 FEET; THENCE SOUTH 07 DEGREES 49 MINUTES 05 SECONDS WEST, 36.81 FEET; THENCE SOUTH 03 DEGREES 13 MINUTES 11 SECONDS EAST, 185.05 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES, 21 SECONDS EAST, 483.45 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 53 MINUTES 39 SECONDS EAST, 126.00 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 21 SECONDS EAST, 103.00 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 39 SECONDS WEST, 126.00 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 21 SECONDS WEST, 103.00 FEET TO THE POINT OF BEGINNING.

PARCEL 4 (LAKE FOREST EXISTING PIER BASEMENT)

THAT PART OF SECTION 36 IN TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 700.00 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE SOUTH 89 DEGREES 46 MINUTES 22 SECONDS EAST, ON THE NORTH LINE OF SAID NORTHWEST QUARTER, 865.23 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY; THENCE NORTH 44 DEGREES 22 MINUTES 12 SECONDS EAST, ON SAID WESTERLY RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY, 208.31 FEET TO A POINT 125.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO THE CENTER LINE OF SAID TRI-STATE TOLLWAY; THENCE NORTH 86 DEGREES 17 MINUTES 33 SECONDS EAST, 61.36 FEET; THENCE SOUTH 07 DEGREES 49 MINUTES 05 SECONDS WEST, 36.81 FEET; THENCE SOUTH 03

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DEGREES 13 MINUTES 11 SECONDS EAST, 185.05 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES,
21 SECONDS EAST, 483.45 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 39 SECONDS EAST,
51.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 53 MINUTES 39 SECONDS,
23.00 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 21 SECONDS EST, 103.00 FEET; THENCE
SOUTH 89 DEGREES 53 MINUTES 39 SECONDS WEST, 23.00 FEET; THENCE NORTH 00 DEGREES 06
MINUTES 21 SECONDS WEST, 103.00 FEET TO THE POINT OF BEGINNING.

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EXHIBIT A-4

Legal Description of the Dekalb County Project

[ATTACHED]

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EXHIBIT A

DEKALB OASIS, DEKALB COUNTY, ILLINOIS

(A) THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1(H) OF THE CONDITIONS AND STIPULATIONS OF THE POLICY), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE GROUND LEASE, EXECUTED BY: ILLINOIS STATE TOLL HIGHWAY AUTHORITY, AS LESSOR, AND WILTON PARTNERS TOLLWAY LLC, A DELAWARE LIMITED LIABILITY COMPANY AS LESSEE, DATED APRIL 30 2002, A MEMORANDUM OF WHICH LEASE WAS RECORDED MAY 1, 2002 AS DOCUMENT 2002008540, WHICH LEASE DEMISES THE LAND FOR A TERM OF TWENTY FIVE (25) YEARS COMMENCING AT 11:59 P.M. ON APRIL 30, 2002 (the "LEASE COMMENCEMENT DATE") AND ENDING AT MIDNIGHT ON THE TWENTY-FIFTH ANNIVERSARY OF SAID DATE, (EXCEPT THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE LAND).

(B) OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE LAND.

THE LAND

THAT PART OF THE EAST 1/2 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SAID SECTION 35 AND A LINE PARALLEL WITH AND 63 FEET SOUTHWESTERLY OF THE CENTER LINE OF A HIGHWAY KNOWN AS THE EAST-WEST TOLLWAY EXTENSION, AS SAID CENTER LINE IS SURVEYED AND STAKED OUT BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY AND RECORDED IN THE RECORDER'S OFFICE OF DEKALB COUNTY AS DOCUMENT NO. 357376; THENCE SOUTH 00 DEGREES 15 MINUTES 10 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 35, A DISTANCE OF 256.50 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 35, SAID CORNER BEING 317.35 FEET SOUTHWESTERLY OF STATION 4949+64.77 ON SAID CENTER LINE, AS MEASURED NORMAL THEREOF; THENCE SOUTH 89 DEGREES 41 MINUTES 36 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4, 33.00 FEET; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF ILLINOIS STATE TOLL HIGHWAY AUTHORITY PROPERTY ACQUIRED IN CONDEMNATION NO. 72-ED-281 THE FOLLOWING 8 COURSES AND DISTANCES: NORTH 50 DEGREES 04 MINUTES 38 SECONDS WEST, 155.44 FEET; SOUTH 78 DEGREES 59 MINUTES 36 SECONDS WEST, 396.89 FEET; SOUTH 26 DEGREES 19 MINUTES 18 SECONDS WEST, 400.03 FEET; NORTH 89 DEGREES 12 MINUTES 48 SECONDS WEST, 109.76 FEET; NORTH 81 DEGREES 53 MINUTES 12 SECONDS WEST, 730.00 FEET; NORTH 27 DEGREES 50 MINUTES 50 SECONDS WEST, 630.08 FEET; NORTH 55 DEGREES 19 MINUTES 18 SECONDS WEST, 721.61 FEET; NORTH 75 DEGREES 36 MINUTES 34 SECONDS WEST, 16.84 FEET TO THE POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 35; THENCE NORTH 00 DEGREES 24 MINUTES 54 SECONDS EAST ALONG SAID WEST LINE, 166.63 FEET TO A LINE THAT IS PARALLEL WITH AND 63.00 FEET SOUTHWESTERLY OF THE CENTER LINE OF SAID EAST-WEST TOLLWAY; THENCE SOUTH 81 DEGREES 53 MINUTES 12 SECONDS EAST ALONG SAID PARALLEL LINE, 2,668.75 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM

THAT PART OF THE EAST 1/2 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SAID SECTION 35 AND A LINE PARALLEL WITH AND 63 FEET

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SOUTHWESTERLY OF THE CENTER LINE OF A HIGHWAY KNOWN AS THE EAST-WEST TOLLWAY EXTENSION, AS SAID CENTER LINE IS SURVEYED AND STAKED OUT BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY AND RECORDED IN THE RECORDER'S OFFICE OF DEKALB COUNTY AS DOCUMENT NO. 357376; THENCE SOUTH 00 DEGREES 15 MINUTES 10 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 25, A DISTANCE OF 256.50 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 35, SAID CORNER BEING 317.35 FEET SOUTHWESTERLY OF STATION 4949+64.77 ON SAID CENTER LINE AS MEASURED NORMAL THERETO; THENCE SOUTH 89 DEGREES 41 MINUTES 36 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4, 33.00 FEET; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF ILLINOIS STATE TOLL HIGHWAY AUTHORITY PROPERTY ACQUIRED IN CONDEMNATION NO. 72-ED-281 THE FOLLOWING 3 COURSES AND DISTANCES: NORTH 50 DEGREES 04 MINUTES 38 SECONDS WEST, 155.44 FEET; SOUTH 78 DEGREES 59 MINUTES 36 SECONDS WEST, 396.89 FEET; SOUTH 26 DEGREES 19 MINUTES 18 SECONDS WEST, 198.50 FEET; THENCE NORTH 63 DEGREES 40 MINUTES 42 SECONDS WEST, NORMAL TO THE LAST DESCRIBED LINE, 420.72 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 77 DEGREES 49 MINUTES 01 SECONDS WEST, 22.75 FEET; THENCE SOUTH 36 DEGREES 17 MINUTES 21 SECONDS WEST, 134.93 FEET TO A NONTANGENT CURVE; THENCE SOUTHWESTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 218.64 FEET, HAVING A CHORD BEARING OF SOUTH 64 DEGREES 16 MINUTES 50 SECONDS WEST, 139.69 FEET TO A NONTANGENT CURVE; THENCE WESTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 401.97 FEET, HAVING A CHORD BEARING OF SOUTH 87 DEGREES 36 MINUTES 41 SECONDS WEST, 291.40 FEET TO A NONTANGENT LINE; THENCE NORTH 17 DEGREES 22 MINUTES 02 SECONDS WEST, 234.55 FEET; THENCE NORTH 55 DEGREES 43 MINUTES 38 SECONDS WEST, 73.27 FEET; THENCE NORTH 04 DEGREES 00 MINUTES 13 SECONDS EAST, 51.06 FEET; THENCE SOUTH 81 DEGREES 40 MINUTES 46 SECONDS EAST, 730.62 FEET; THENCE SOUTH 12 DEGREES 12 MINUTES 27 SECONDS WEST, 52.11 FEET TO THE POINT OF BEGINNING, IN DEKALB COUNTY, ILLINOIS.

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EXHIBIT B

Form of Release

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the undersigned (jointly and severally, "**Releasors**"), for themselves, their partners and members (if any) and their respective successors and assigns, do hereby forever release, discharge and acquit Fremont Investment & Loan, a California industrial bank ("**Fremont**"), its parent, and each of their respective affiliates, subsidiaries, successors and assigns, and the officers, directors, employees and agents of each (collectively with Fremont, the "**Fremont Parties**"), of and from any and all claims, demands, obligations, liabilities, indebtedness, breaches of contract, breaches of duty or any relationship, acts, omissions, misfeasance, malfeasance, cause or causes of action, judgments, debts, controversies, damages, costs, losses and expenses, of every type, kind, nature, description or character, and irrespective of how, why, or by reason of what facts, whether heretofore or now existing, or which could, might or may now or hereafter be claimed to exist, of whatever kind, name or nature, whether known or unknown, past or present, latent or patent, suspected or unsuspected, anticipated or unanticipated, liquidated or unliquidated, each as though fully set forth herein at length, which arise on or before the date hereof and which in any way arise out of, are connected with or relate to the loan (the "**Loan**") or the guaranty (the "**Guaranty**") described in that certain First Amendment to Mortgage and Other Loan Documents dated as of February __, 2006, by and among Releasors and Fremont (the "**Modification Agreement**"). Nothing contained herein shall be deemed or construed to be a release of any party's rights or obligations under the Modification Agreement.

Releasors hereby agree, represent, and warrant that they realize and acknowledge that factual matters now unknown to them may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and they further agree, represent, and warrant that this Release has been negotiated and agreed upon in light of that realization and that it nevertheless hereby intends to release, discharge and acquit the Fremont Parties, and each of them, from any and all such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which in any way arise out of, are connected with, or relate to, the Loan. In furtherance of this intention, Releasors expressly waives any and all rights conferred upon it by the provisions of applicable law that would limit this Release in any manner, including any provision that provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Releasors hereby understand and acknowledge the significance and consequences of such release and waiver and have been advised by independent legal counsel concerning the same. Releasor expressly consents that this Release shall be given full force and effect according to each and all of its express terms and provisions.

IT IS HEREBY FURTHER UNDERSTOOD AND AGREED that the acceptance of delivery of this Release by the Fremont Parties shall not be deemed or construed as an admission of liability by any party released by the terms hereof, and each such party hereby expressly denies liability of any nature whatsoever arising from or related to the subject of this Release.

Releasors hereby represent and warrant that (a) they each own all of the purported claims, rights, demands and causes of action that they are releasing by this Release and that no other person or entity has any interest in said claims, rights, demands or causes of action by reason of any contract or dealing with Releasors, and (b) Releasors have not assigned to any other person or entity all or any part of such claims, rights, demands or causes of action.

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Releasors hereby acknowledge, represent, and warrant that each Releasor has had advice of counsel of its own choosing in negotiations for and the preparation of this Release, that each Releasor has read this Release or has had the same read to it by its counsel, that each Releasor has had the within Release fully explained by such counsel, and that each Releasor is fully aware of its contents and legal effect.

This Release may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Release to physically form one document.

Where the identity of the parties hereto or the circumstances make it appropriate, the neuter gender includes the masculine and/or feminine, and the singular number includes the plural.

Dated: February __, 2006

“Borrower”

WILTON PARTNERS TOLLWAY, LLC,
A Delaware limited liability company

By: **TOLLWAY MANAGERS, LLC,**
A Delaware limited liability company,
Manager

By: _____
Its: _____

“Guarantors”

TOLLWAY MANAGERS, LLC,
A Delaware limited liability company

By: Jay Wilton
Its: Manager

JAY WILTON,
Individually

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PERMANENT INDEX NUMBERS:

COOK COUNTY:

08-25-400-010-8001; 29-26-100-044-0000; 29-26-300-006-0000; 29-27-211-030-8001
29-27-402-014-8001; 12-16-315-007-0000; 12-16-315-017-8001; 12-21-100-013-8001;
18-18-102-006-8001; 18-18-105-010-0000; 18-18-106-003-0000; 18-18-107-017-0000;

ILLINOIS TOLLWAY OASIS AT: Commonly known as: DesPlaines Oasis, Des Plaines, IL
State of Illinois,
County of Cook O'Hare Oasis, Lincoln Oasis, Hinsdale Oasis

LAKE COUNTY:

11-25-300-006-0000; 11-36-100-016-0000; 11-36-100-017-0000; 11-36-100-018-8001

ILLINOIS TOLLWAY OASIS AT: County of Lake, Village of Mettawa, State Of Illinois
Lake Forest Oasis

BOONE COUNTY:

07-01-276-006; 07-01-151-002; 08-06-100-005

ILLINOIS TOLLWAY OASIS AT: Commonly known as: Belvidere Oasis
State of Illinois,
County of Boone _____

DEKALB COUNTY:

08-35-200-003-0000; 08-35-200-004-0000

ILLINOIS TOLLWAY OASIS AT: Commonly known as: Lake Forest Oasis
State of Illinois
County of Dekalb _____

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