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Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/26/2006 09:45 AM Pg: 1 of 9

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RETURN TO:

8238949 D 2 MS

Proskauer Rose LLP  
1585 Broadway  
New York, New York 10036  
Attn: David J. Weinberger, Esq.

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OLIVER M. MILLAN GLENVIEW RETAIL, LLC,

as Borrower

and

BARCLAYS CAPITAL REAL ESTATE INC.,

as Lender

FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF  
RENTS AND FIXTURE FILING

Dated: as of May 23, 2006

Box 400-CTCC

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## FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING

THIS FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment") is made as of this 23<sup>rd</sup> day of May 2006, by OLIVERMcMILLAN GLENVIEW RETAIL, LLC, a Delaware limited liability company, as mortgagor ("Borrower"), and BARCLAYS CAPITAL REAL ESTATE INC., a Delaware corporation, as mortgagee (together with its successors and assigns, "Lender").

### BACKGROUND

On November 30, 2004, Borrower obtained a commercial mortgage loan (the "Loan") from Lender in the maximum aggregate original principal amount of up to \$46,600,000.00 in lawful money of the United States of America on the terms and conditions set forth in the Loan Agreement dated as of November 30, 2004 between Borrower and Lender, which Borrower and Lender have amended and restated in its entirety as of the date hereof pursuant to the terms of the Amended and Restated Loan Agreement dated as of the date hereof between Borrower and Lender (as amended, supplemented, restated or otherwise modified, the "Amended and Restated Loan Agreement").

Pursuant to such Amended and Restated Loan Agreement, the parties have agreed to extend the maturity of the Loan from the first (1<sup>st</sup>) day of December 2015 to the first (1<sup>st</sup>) day of June 2016.

The Loan is secured by the Mortgage, Security Agreement, Assignment of Rents and Fixture Filing, dated as of November 30, 2004, made by Borrower, as mortgagor, to Lender, as mortgagee, filed with the Cook County Recorder of Deeds on December 2, 2004 as document number 0433702314 (the "Security Instrument").

Borrower and Lender desire to amend the Security Instrument as set forth herein to reflect the extension of the maturity date of the Loan to the first (1<sup>st</sup>) day of June 2016.

NOW THEREFORE, in consideration of ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Borrower and Lender agree as follows:

1. Capitalized terms used in this Amendment and not specifically defined in this Amendment have the meaning provided in the Security Instrument.
2. From and after the date hereof, Section 9.06 of the Security Instrument is hereby amended and restated in its entirety as follows:

9.06 Maturity Date. The maturity date of the Loan is the first (1<sup>st</sup>) day of June 2016.

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3. From and after the date hereof, the capitalize term "Loan Agreement" as used in the Security Instrument mean such Loan Agreement as amended and restated by the Amended and Restated Loan Agreement.

4. Except as expressly modified pursuant to this Amendment, all of the terms, covenants and provisions of the Security Instrument shall continue in full force and effect. In the event of any conflict between any of the terms, covenants and provisions of this Amendment and those of the Security Instrument, the terms, covenants and provisions of this Amendment shall control.

5. No amendment or waiver of any term, covenant or provision of this Amendment shall be effective unless the same shall be in writing and signed by Lender and Borrower and any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

6. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Amendment by signing any such counterpart.

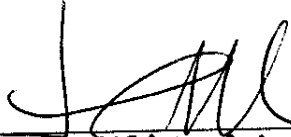
8. This Amendment shall be interpreted and enforced according to the laws of the state where the Property is located (without giving effect to rules regarding conflict of laws).

9. This Amendment shall not constitute a novation of the Loan or any portion thereof, and Borrower hereby acknowledges and agrees that nothing contained herein shall in any way impair or effect the validity or priority of any of the Security Instrument or any of the other Loan Documents.

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IN WITNESS WHEREOF, the undersigned hereby sign, seal and deliver this Amendment.

OLIVERMCMILLAN GLENVIEW RETAIL, LLC,  
a Delaware limited liability company

By:   
Name: JAMES L. MCMILLAN  
Title: PRESIDENT

BARCLAYS CAPITAL REAL ESTATE INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the undersigned hereby sign, seal and deliver this Amendment.

OLIVERMCMILLAN GLENVIEW RETAIL, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:

BARCLAYS CAPITAL REAL ESTATE INC.

By: Haeym Baek  
Name: Haeym Baek  
Title: Vice President

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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO

} ss.

On MAY 22, 2006, before me, MARCELLE SAMAKOSKY, NOTARY PUBLIC  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared JAMES L. McMILLAN,  
Name(s) of Signer(s)

personally known to me

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Marcelle Samakosky  
Signature of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### Description of Attached Document

Title or Type of Document: FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT + FIXTURE FILING

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

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STATE OF NY )  
COUNTY OF NY ) SS:

The foregoing instrument was acknowledged before me this 19 day of May 2006, by Alwin Buck, as VP of BARCLAYS CAPITAL REAL ESTATE INC., a Delaware corporation, who personally appeared before me and executed the foregoing instrument as his/her free and voluntary act and as the free and voluntary act of the corporation.

NOTARIAL SEAL

Cara A. Garcia  
Print Name: Cara A. Garcia  
Notary Public State of: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

My Commission Expires:

Cara A. Garcia  
Notary Public, State of New York  
NO. 24-4847547  
Qualified in Kings County  
Commission Expires September 30, 2006

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## EXHIBIT A

### LEGAL DESCRIPTION OF THE LAND

The following describes the Land:

Parcel 1: Lots 4, 6, 8, 10, 12, 13, 14, 15, 18 and 21 in Glen Town Center, a resubdivision of Lot 3 in GNAS mixed use retail center, in the West 1/2 of Section 27, Township 42 North, Range 12, East of the third principal meridian, according to the plat thereof recorded as document number 0020733381, in Cook County, Illinois.

Also

Unit B in the Glen Town Center- Retail A Condominium, as delineated on a survey of the following described tract of land:

Lot 2 in Glen Town Center, a resubdivision of Lot 3 in GNAS mixed use retail center, in the West 1/2 of Section 27, Township 42 North, Range 12, East of the third principal meridian, according to the plat thereof recorded as document 0020733381, which survey is attached as exhibit "B" to the Declaration of Condominium recorded as document number 0432244002; together with its undivided percentage interest in the common elements in Cook County Illinois.

Parcel 2: Easements for the benefit of Parcel 1 for parking, access, utility, and construction, as set forth in Declaration of Easements, Covenants, Conditions and Restrictions recorded July 2, 2002, as Document 0020733382 by the Village of Glenview and OliverMcMillan Glenview, LLC.

Parcel 3: Blanket Pedestrian Easement for the benefit of Parcel 1 and other property over and across Lot 1 in GNAS mixed use subdivision, as contained in plat recorded September 27, 2001 as Document 0010905146.

Parcel 4: Vehicular ingress and egress easement for the benefit of Parcel 1 over and across part of Lot 4 in GNAS mixed use subdivision, as contained in plat recorded September 27, 2001 as Document 0010905146.

Parcel 5: Easements for ingress and egress, structural support, use of facilities, residential building roof access, encroachments, common walls, ceilings and floors, utilities, HVAC equipment and facilities and mechanical rooms, over and across Lots 20 and 22 in Glen Town Center aforesaid, for the benefit of Lot 21 and part of Lot 12, in Parcel 1, as contained in Declaration of Covenants, Conditions, Restrictions and Easements dated as of November 22, 2004 by OliverMcMillan Glenview, LLC with respect to Glentown Center, Building D, Glenview, Illinois, recorded December 2, 2004, as Document 0433702308.

Parcel 6: Easements for ingress and egress, structural support, use of facilities, residential building roof access, encroachments, common walls, ceilings and floors, utilities, HVAC



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equipment and facilities and mechanical rooms, over and across Lots 17 and 19 in Glen Town Center aforesaid, for the benefit of Lot 18, and part of Lot 15, in Parcel 1, as contained in Declaration of Covenants, Conditions, Restrictions and Easements dated as of November 22, 2004 by OliverMcMillan Glenview, LLC with respect to Glentown Center, Building E, Glenview, Illinois, recorded December 2, 2004, as Document 0433702309.

**PETN TAX#**

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04-27-103-042-1002

*pty address*

*2000-2050 Town Center*

*Glenview IL*