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Doc#: 0717334032 Fee: \$38.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/22/2007 09:06 AM Pg: 1 of 8

Prepared by and  
When recorded Mail To:

DUANE MORRIS LLP  
227 West Monroe Street  
Suite 3400  
Chicago, Illinois 60606  
Attention: Daniel Kohn, Esq

## FOURTH AMENDMENT TO LOAN DOCUMENTS

FIRST AMERICAN TITLE

ORDER: Accommodate

**THIS FOURTH AMENDMENT TO LOAN DOCUMENTS** (this "Amendment") dated as of June 1, 2007, by and between **RENAISSANT 1000 SOUTH MICHIGAN, LLC**, an Illinois limited liability company ("Borrower") and **FIRST AMERICAN BANK**, an Illinois banking corporation, its successors and its assigns ("Lender").

### WITNESSETH:

**WHEREAS**, Borrower has executed and delivered to Lender (i) a Term Land Note dated December 2, 2005, payable to Lender in the maximum stated principal amount of Sixteen Million and No/100 Dollars (\$16,000,000.00) (the "**Original Term Land Note**"), which Original Term Land Note has been amended and restated by (a) that certain Amended and Restated Term Land Note dated May 31, 2006, payable to Lender in the maximum principal amount of Sixteen Million and No/100 Dollars (\$16,000,000.00), (b) that certain Second Amended and Restated Term Land Note dated August 31, 2006, payable to Lender in the maximum principal amount of Sixteen Million and No/100 Dollars (\$16,000,000.00), and (c) that certain Third Amended and Restated Term Land Note dated December 18, 2006, payable to Lender in the maximum principal amount of Sixteen Million and No/100 Dollars (\$16,000,000.00) (and any and all extensions and renewals thereof and substitutions or replacements therefor, sometimes hereinafter collectively referred to herein as the "**Term Note**"), and (ii) a Term Mezzanine Note dated December 2, 2005, payable to Lender in the maximum stated principal amount of Six Million Four Hundred Fifty Thousand and No/100 Dollars (\$6,450,000.00) (the "**Original Term Mezzanine Note**"), which Original Term Mezzanine Note has been amended and restated by (a) that certain Amended and Restated Term Mezzanine Note dated May 31, 2006, payable to Lender in the maximum principal amount of Six Million Four

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Hundred Fifty Thousand and No/100 Dollars (\$6,450,000.00), (b) that certain Second Amended and Restated Term Mezzanine Note dated August 31, 2006, payable to Lender in the maximum principal amount of Six Million Four Hundred Fifty Thousand and No/100 Dollars (\$6,450,000.00), and (c) that certain Third Amended and Restated Term Mezzanine Note dated December 18, 2006, payable to Lender in the maximum principal amount of Six Million Four Hundred Fifty Thousand and No/100 Dollars (\$6,450,000.00) (and any and all extensions and renewals thereof and substitutions or replacements therefor, sometimes hereinafter collectively referred to herein as the "**Mezzanine Note**"; the Term Note, and the Mezzanine Note are sometimes hereinafter collectively referred to as the "**Notes**"), pursuant to which Borrower promises to pay each such principal sum thereof (or so much thereof as may be outstanding at the Maturity Date (as such term is defined in each of the Notes), or such earlier date as each such Note may be accelerated in accordance with the terms of each such Note), together with interest on the balance of principal from time to time outstanding and unpaid thereon at the rate and at the times specified in such Notes.

**WHEREAS**, the loan described in the Notes (the "**Loan**") and Borrower's obligations thereunder are secured by, among other things, (i) that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated December 2, 2005, from Borrower in favor of Lender, recorded with the Cook County Recorder (the "**Recorder**") on December 5, 2005, as Document No. 0533934106 (the "**Original Mortgage**"), which Original Mortgage was amended by (a) that certain First Amendment to Loan Documents dated as of May 31, 2006, between Borrower and Lender and recorded with the Recorder on June 22, 2006, as Document No. 0617342182 (the "**First Amendment**"), (b) that certain Second Amendment to Loan Documents dated as of August 31, 2006, between Borrower and Lender (the "**Second Amendment**"), and (c) that certain Third Amendment to Loan Documents dated as of December 18, 2006, between Borrower and Lender (the "**Third Amendment**"; the Original Mortgage as amended by the First Amendment, the Second Amendment and the Third Amendment is hereinafter referred to as the "**Mortgage**"), encumbering the real property described in **Exhibit A** attached hereto, (ii) that certain Assignment of Rents and Leases dated December 2, 2005, from Borrower in favor of Lender, recorded with the Recorder on December 5, 2005, as Document No. 0533934107 (the "**Original Assignment of Rents**"), which Original Assignment of Rents was amended by the First Amendment, the Second Amendment and the Third Amendment (the Original Assignment of Rents as amended by the First Amendment, the Second Amendment and the Third Amendment is hereinafter referred to as the "**Assignment of Rents**"), and (iii) that certain Environmental Indemnity Agreement dated December 2, 2005, from Borrower and Warren Barr, James Carroll, John Borkowski, Edward Borkowski and Richard Borkowski, in favor of Lender (as amended from time to time, the "**Environmental Indemnity**"; the Mortgage, the Assignment of Rents and the Environmental Indemnity, as such documents may be or have been modified, amended or replaced from time to time, the "**Loan Documents**").

**WHEREAS**, Borrower has requested that Lender, among other things, amend and restate the Notes to extend the Maturity Date of each of the Notes to August 31, 2007.

**WHEREAS**, Lender has agreed to so amend and restate the Notes as aforesaid provided, among other things, that Borrower executes this Amendment whereby the Loan Documents are

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modified to reflect that the Maturity Date of the Notes have been so extended, in accordance with the terms of the modifications described above.

**NOW, THEREFORE**, in consideration of the premises and the mutual promises of the parties, and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. The foregoing recitals are hereby incorporated by this reference into this Amendment.

2. Borrower and Lender agree that the Maturity Date of each of the Notes has been extended to August 31, 2007. To reflect such extension, any and all references to the Maturity Date of the Term Note and/or the Mezzanine Note are hereinafter replaced with the date "August 31, 2007".

3. Notwithstanding anything to the contrary contained herein, Lender's consent to the execution of this Amendment is conditioned upon Lender's verification of the satisfaction, in Lender's sole and absolute discretion, of the following conditions:

(a) Lender has received an original executed copy of the third reaffirmation of guaranty agreement from Warren Barr, James Carroll, John Borkowski, Edward Borkowski and Richard Borkowski in form and substance acceptable to Lender;

(b) Lender has received evidence that the execution of this Amendment and all documents related thereto were properly authorized by Borrower;

(c) Lender has received an opinion of counsel from Borrower's and each guarantors' counsel stating that the documents have been properly authorized and are in full force and effect;

(d) Lender has received such other documents as required by Lender;

(e) Borrower has (i) paid to Lender the sum of Two Hundred Twelve Thousand Ninety-Two and 86/100 Dollars (\$212,092.86) as payment of the interest due under the Notes on June 1, 2007, and (ii) deposited with Lender the sum of Six Hundred Forty Thousand and No/100 Dollars (\$640,000.00), such amount to be held in escrow by Lender and used by Lender to pay interest to become due and payable under the Notes; and

(f) Borrower has paid all of Lender's costs, fees and expenses incurred by Lender in connection with this Amendment, including, without limitation, the loan extension fee of One Hundred Twelve Thousand Five Hundred and No/100 Dollars (\$112,500.00), and all legal fees and expenses.

4. Nothing herein contained shall impair the Loan Documents in any way, nor alter, waive, annul, vary nor affect any provision, condition or covenant therein contained except as expressly herein provided nor affect or impair any right, power or remedy of Lender, it being the

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intention of the parties hereto that the terms and provisions of the Loan Documents shall continue in full force and effect except as expressly modified in connection herewith.

5. This Amendment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

6. No extension, change, modification or amendment of any kind or nature whatsoever, to or of this Amendment shall be made or claimed by Borrower, and no notice of any extension, change, modification or amendment, made or claimed by Borrower shall have any force or effect whatsoever unless the same shall be reduced to writing and signed by the parties.

7. This Amendment may be executed in one or more counterpart signature pages, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the undersigned have caused these presents to be signed as of the day and year first above written.

**BORROWER:**

**RENAISSANT 1000 SOUTH MICHIGAN LLC,**  
an Illinois limited liability company

By: Renaissance Management Group, Inc., an Illinois corporation, its Manager

By: *[Signature]*  
Name: JAMES J. CARROLL  
Its: VP/CMO

**LENDER:**

**FIRST AMERICAN BANK,**  
an Illinois banking corporation

By: *[Signature]*  
Name: John Olson  
Its: E.V.P.

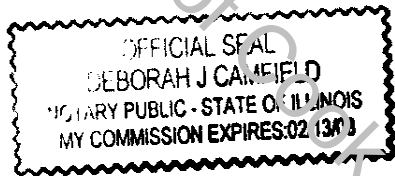
Property of Cook County Clerk's Office

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STATE OF ILLINOIS        )  
   ) SS.  
 COUNTY OF COOK         )

I, DEBORAH J CAMFIELD, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JAMES J CARROLL, personally known to me to be the VP + CFO of Renaissance Management Group, Inc., an Illinois corporation, the Manager of Renaissance 1000 South Michigan LLC, an Illinois limited liability company, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he has signed and delivered the said instrument as his free and voluntary act as aforesaid in his capacity as VP + CFO of the corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of June 2007.



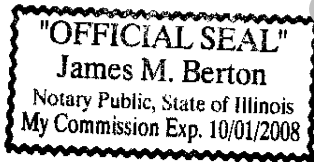
Deborah J Camfield  
 Notary Public

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STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

I, James M. Berton, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John Olson, personally known to me to be the Exec V.P of **FIRST AMERICAN BANK**, an Illinois banking corporation, is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his/her free and voluntary act as Exec V.P on of such banking corporation as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1<sup>st</sup> day of June 2007.



James M. Berton  
Notary Public

My commission expires: 10-1-08

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## EXHIBIT A

### Legal Description

STREET ADDRESS: 920 South Michigan  
CITY: Chicago COUNTY: Cook  
TAX NUMBER: 17-15-307-001-0000

#### LEGAL DESCRIPTION:

THE NORTH 2/3 OF BLOCK 20 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO,  
**(EXCEPTING THEREFROM:**

**LOT 1; LOT 4 EXCEPT THE SOUTH 1/3 THEREOF, THE EAST 60.00 FEET OF LOT 2; THE EAST 60.00 FEET OF LOT 3 EXCEPT THE SOUTH 1/3 THEREOF, AND EXCEPTING THEREFROM A STRIP OF LAND, 1.33 FEET WIDE NORTH OF AND ADJOINING LOT 10 IN C. L. HARMON'S SUBDIVISION OF THE SOUTH 1/3 OF SAID BLOCK 20), LYING EAST OF THE WEST LINE OF THE EAST 60 FEET OF LOTS 2 AND 3 AFORESAID, AND ITS SOUTHERLY EXTENSION, IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

P.I.N. Nos.: 17-15-307-001  
17-15-307-002  
17-15-307-011  
17-15-307-017  
17-15-307-018  
17-15-307-023  
17-15-307-024  
17-15-307-025