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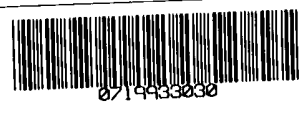
PREPARED BY, AND UPON  
RECORDATION RETURN, TO:

Katten Muchin Rosenman LLP  
525 West Monroe Street  
Chicago, Illinois 60661-3693  
Attention: Helmut E. Gerlach

Doc#: 0718031043 Fee: \$124.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/29/2007 11:30 AM Pg: 1 of 51

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**CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO  
LASALLE BANK NATIONAL ASSOCIATION**, not personally but solely as trustee under a  
Trust Agreement dated March 1, 1987 and known as Trust No. 101496-07 and **BEARLAND  
VISTAS, INC.**, an Illinois corporation, as mortgagor  
(collectively, Mortgagor)



Doc#: 0719933030 Fee: \$124.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 07/18/2007 07:35 AM Pg: 1 of 51

and

**SFT I INC.**, a Delaware corporation, as mortgagee  
(Mortgagee)

## THIRD AMENDMENT TO LOAN DOCUMENTS

Dated: As of June 28, 2007

Location: 7601 Cicero Ave., Chicago, Illinois

Permanent Tax ID No.: 19-27-100-065-0000; 19-27-100-066-0000; 19-27-304-017-0000;  
19-27-304-019-0000; 19-27-304-022-0000; 19-27-304-023-0000;  
19-27-304-025-0000; 19-27-304-026-0000; 19-27-304-027-0000;  
19-27-304-035-0000; 19-27-304-036-0000

*This document is being re-recorded to correct revisions made  
in Section 3(d) Paragraph 4b.11.*

**Box 400-CTCC**

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## THIRD AMENDMENT TO LOAN DOCUMENTS

THIS THIRD AMENDMENT TO LOAN DOCUMENTS (this "**Amendment**") is made as of June 28, 2007, by and among **CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION**, not personally but solely as trustee ("**Trustee**") under a Trust Agreement dated March 1, 1987 and known as Trust No. 101496-07 (the "**Trust**"), **BEARLAND VISTAS, INC.**, an Illinois corporation having an address at c/o EGI Properties, L.L.C., Two North Riverside Plaza, Chicago, Illinois 60606, the owner of 100% of the beneficial interest in the Trust ("**Beneficiary**"; Beneficiary and Trustee are hereinafter together referred to as "**Mortgagor**") and **SFT INC.**, a Delaware corporation, having an address at 1114 Avenue of the Americas, New York, New York 10036 ("**Mortgagee**").

### RECITALS

A. Teachers Insurance and Annuity Association of America ("**TIAA**") made a loan (the "**Loan**") to Mortgagor in the original principal amount of \$114,500,000.00. The Loan is evidenced by that certain Promissory Note (the "**Original Note**") dated December 31, 1993 made by Mortgagor to the order of TIAA and is secured by, among other things, (1) that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Financing Statement (the "**Mortgage**") dated as of December 31, 1993, from Mortgagor in favor of TIAA recorded in the land records of Cook County, Illinois (the "**Land Records**") on January 3, 1994, as Document Number 94003702, encumbering, among other things, the property legally described on Exhibit A attached hereto, (2) that certain Assignment of Lessor's Interest in Leases (the "**Lease Assignment**") dated as of December 31, 1993, from Mortgagor in favor of TIAA recorded in the Land Records on January 3, 1994, as Document Number 94003703, and (3) that certain Security Assignment of Beneficial Interest in Land Trust dated as of December 31, 1993, made by Beneficiary to TIAA (the "**Assignment of Beneficial Interest**"). The Original Note, Mortgage and all other documents and instruments executed in connection with the Loan are referred to herein collectively as the "**Original Loan Documents**".

B. TIAA assigned the Original Note and the other Original Loan Documents to Morgan Stanley Mortgage Capital Inc. ("**MSMC**") pursuant to an Assignment of Mortgage dated as of June 17, 1997. MSMC subsequently assigned the Original Note and the other Original Loan Documents to SFT-Ford City, Inc. ("**SFT-Ford City**") pursuant to an Assignment of Mortgage, Assignment of Rents and Leases, Security Agreement and Financing Statement dated as of August 7, 1998, and recorded in the Land Records on August 11, 1998, as Document No. 98705120. The Original Note and other Original Loan Documents were subsequently assigned to Mortgagee through a series of assignments.

C. Mortgagor and Mortgagee previously entered into (i) that certain First Amendment to Loan Documents, dated as of September 30, 2003, and recorded in the Land Records on November 4, 2003, as Document Number 0330842075 (the "**First Amendment**") and (ii) that certain Second Amendment to Loan Documents, dated as of November 8, 2005, and recorded in the Land Records on November 28, 2005, as Document Number 0533235440 (the "**Second Amendment**"). The Original Loan Documents, as amended by the First Amendment

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and the Second Amendment are referred to herein as the “**Loan Documents.**” The Original Note, as amended by the First Amendment and the Second Amendment, is referred to herein as the “**Note.**” Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Note. The Second Amendment amended the Loan Documents by, among other things, extending the Maturity Date of the Loan.

D. Mortgagor has requested, among other things, that Mortgagee further extend the Maturity Date of the Loan.

E. Mortgagee is willing to enter into this Amendment to amend the Loan Documents as set forth herein, upon and subject to the terms and conditions contained herein.

## AGREEMENT

NOW THEREFORE, in consideration of the foregoing and of the covenants, conditions and agreements contained herein, Mortgagor and Mortgagee agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated herein by reference as if the same were fully set forth herein.

2. **Amendments of Note.** The Note is amended as follows:

(a) The following is added after the last textual paragraph of the Note:

“In addition to any other terms defined in this Note, the following capitalized terms shall have the following meanings for purposes of this Note:

- (i) “**Extension Conditions**” shall mean the following conditions, all of which must be satisfied, in order for the Initial Maturity Date to be extended to the First Extended Maturity Date and for the First Extended Maturity Date to be extended to the Second Extended Maturity Date: (a) not less than thirty (30) days prior to the Initial Maturity Date or First Extended Maturity Date, as applicable, Maker shall have delivered to Holder an irrevocable written notice requesting the extension; (b) on the date of the extension, Maker shall pay to Holder a non-refundable extension fee in the amount equal to one-quarter of one percent (0.25%) of the outstanding principal balance of the Loan after application of the payment described in Article 86 of the Mortgage; (c) no Event of Default shall exist under this Note or any of the other Loan Documents either at the time of the delivery of the notice to extend or at the time of the effective date of the extension and (d) Maker shall deliver to Holder, an officer’s certificate from a duly authorized officer of Beneficiary dated as of the Initial Maturity Date or First Extended Maturity Date, as applicable certifying, without qualification, (i) that no Event of Default has occurred which remains uncured and (ii) that the representations and warranties in the Loan Documents of all parties thereto (other than Holder) are

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true and correct in all material respects on and as of, as applicable, the Initial Maturity Date or First Extended Maturity Date except to the extent permitted to be modified by an express provision of the Loan Documents.

- (ii) “First Extended Maturity Date” means May 1, 2013.
- (iii) “Initial Maturity Date” means May 1, 2012.
- (iv) “**Interest Rate**” shall mean (i) from December 31, 1993 up to, but not including, May 1, 2007, the rate of eight and eight hundred seventy-five thousandths percent (8.875%) per annum, (ii) after April 30, 2007 up to, but not including May 1, 2009, the rate of six and one-half percent (6.50%) per annum, (ii) from and after May 1, 2009 up to, but not including the Initial Maturity Date, the rate of seven percent (7.00%) per annum, and (iii) without excusing satisfaction of any Extension Conditions, from and after the Initial Maturity Date through and including the Second Extended Maturity Date, the rate of eight percent (8.00%) per annum.
- (v) “**LIBOR Rate**” means a variable interest rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the London Interbank Offered Rate (LIBOR) with a one month maturity as reported in the Money Rates column or section of The Wall Street Journal.
- (vi) “**Lockout Expiration Date**” means February 1, 2012.
- (vii) “**Maturity Date**” means the Initial Maturity Date, the First Extended Maturity Date (if extended in accordance with the terms of this Note) or the Second Extended Maturity Date (if extended in accordance with the terms of this Note) or such earlier date as the Loan is prepaid in full or accelerated.
- (viii) “**Payment Date**” means the 10<sup>th</sup> day of each calendar month.
- (ix) “**Prepayment Discount Rate**” means a monthly rate equal to the LIBOR Rate reported on the date which is two (2) Business Days prior to the date of the applicable repayment or acceleration, divided by (B) twelve (12).

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- (x) **“Prepayment Premium”** means the present value discounted at the Prepayment Discount Rate of a series of hypothetical equal monthly payments each made on successive Payment Dates commencing on the Payment Date following the date of repayment or acceleration, as applicable, in question and ending on the Lockout Expiration Date with each such payment equal to an amount determined by the following formula:

$$MP = P \times B \times \frac{1}{12}$$

Where

P = the principal prepayment on the applicable date of determination, in connection with a prepayment, or if payment of the Note has been accelerated, the principal balance of the Note on the date of acceleration,

B = the Interest Rate (computed on the basis of a 360-day year) as in effect on the prepayment date or acceleration date, as applicable, and

M = monthly payment.

- (xi) **“Second Extended Maturity Date”** means May 1, 2014.”

(b) The first textual paragraph on page 1 of the Note, commencing with the words “with interest thereon” up to and including paragraphs (a), (b), (c) and (d) on pages 1 and 2 of the Note, respectively, are hereby deleted in their entirety and replaced with the following in lieu thereof:

“(a) Accrued interest only on the unpaid principal balance at the rate of EIGHT AND EIGHT HUNDRED SEVENTY-FIVE THOUSANDTHS PERCENT (8.875%) per annum from the date hereof through and including the 31st day of December, 1993 (i.e., \$28,127.13), shall be paid on the date hereof.

(b) Commencing on the Payment Date occurring in February, 1994 and continuing on the first day of each month thereafter to and including the Payment Date occurring in January, 1997, installments of principal and interest shall be paid in the amount of EIGHT HUNDRED SEVENTY-TWO THOUSAND TWO HUNDRED THREE AND 75/100 DOLLARS (\$872,203.75) each of which installments shall be applied first to interest at the rate of EIGHT AND EIGHT HUNDRED SEVENTY-FIVE THOUSANDTHS PERCENT (8.875%) per annum upon the principal or so much thereof as shall from time to time remain unpaid and the balance thereof shall be applied on the account of principal;

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(c) Commencing on the Payment Date occurring in February, 1997 and continuing on the first day of each month thereafter to, and including the Payment Date occurring in April, 2007 installments of principal and interest shall be paid in the amount of NINE HUNDRED THIRTY-TWO THOUSAND SEVEN HUNDRED FIFTEEN AND 07/100 DOLLARS (\$932,715.07) each of which installments shall be applied first to interest at the rate of EIGHT AND EIGHT HUNDRED SEVENTY-FIVE THOUSANDTHS PERCENT (8.875%) per annum upon the principal or so much thereof as shall from time to time remain unpaid and the balance thereof shall be applied on the account of principal; and

(d) Commencing on the Payment Date occurring in May 2007, and on each Payment Date through and including the Maturity Date, Maker shall pay to Holder a monthly payment of interest only based on the then applicable Interest Rate (calculated on the basis of a 360-day year for the actual number of days elapsed) and the outstanding principal balance of this Note.

(e) The outstanding principal balance of this Note, all accrued and unpaid interest thereon and all other sums owing to Holder pursuant to the Loan Documents, shall be due and payable on the Initial Maturity Date. Notwithstanding the foregoing, if the Extension Conditions are satisfied prior to the Initial Maturity Date, the maturity of this Note shall be extended for an additional one year period to the First Extended Maturity Date, on which date the outstanding principal balance of this Note, all accrued and unpaid interest thereon and all other sums owing to Holder pursuant to the Loan Documents shall be due and payable. If the Extension Conditions are further satisfied prior to the First Extended Maturity Date, the maturity of this Note shall be further extended for an additional one-year period from the First Extended Maturity Date to the Second Extended Maturity Date.”

(c) The paragraph appearing on page 2 of the Note which begins with the phrase “Maker shall have the right to prepay the principal balance” and ends with the phrase “be closed” is amended by deleting such paragraph in its entirety and substituting the following in lieu thereof:

“Maker shall have no right to prepay the principal balance in whole or in part except as specifically set forth herein. Commencing on the Lockout Expiration Date, Maker may prepay, upon sixty (60) days’ written notice to Holder, this Note, in whole but not in part without fee, premium or penalty. If prior to the Lockout Expiration Date, payment of all or any part of the Note is tendered by Maker or otherwise, or payment of the Note is accelerated, such tender or recovery shall be deemed violation of the terms and conditions of this Note and shall be accompanied by the Prepayment Premium. Nothing herein shall create any right of prepayment prior to the Lockout Expiration Date.

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Notwithstanding anything contained herein to the contrary, a payment under Article 86 of the Mortgage shall not be subject to the Prepayment Premium.”

(d) The following text is inserted at the end of the second paragraph of the Note appearing on page 13 of the Note:

“(collectively, “**Recourse Liabilities**”)”

3. **Amendment to Mortgage.** The Mortgage is hereby amended as follows:

(a) The following paragraph is added prior to third textual paragraph from the bottom of Page 4 of the Mortgage:

“TOGETHER with all of Mortgagor’s right, title and interest in and to the Loan Accounts;

(b) Paragraph 37 of the Mortgage is hereby deleted and the following is substituted in its place.

“37. Any notice, demand or other communication required by or under the terms of this document will be in writing addressed to the appropriate party delivered personally or sent either by registered or certified U.S. mail, postage prepaid, return receipt requested, or by reputable overnight delivery service, charges prepaid, as follows:

Mortgagor:

Bearland Vistas, Inc.  
c/o EGI Properties, L.L.C.  
Two North Riverside Plaza  
Chicago, Illinois 60606  
Attention: Senior Vice President - Finance

With copies to:

Chicago Title Land Trust Company  
171 N. Clark Street  
Chicago IL 60601  
Attention: Land Trust Dept.

and

Neal, Gerber & Eisenberg, LLP  
Two North LaSalle Street, Suite 2200  
Chicago IL 60602  
Attention: Douglas Lubelchek & George Touras

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Mortgagee: SFT I Inc.  
 c/o iStar Financial Inc.  
 1114 Avenue of the Americas  
 27th Floor  
 New York, New York 10036  
 Attention: Chief Operating Officer  
 Loan No. 1003

iStar Financial Inc.  
 1114 Avenue of the Americas  
 27th Floor  
 New York, New York 10036  
 Attn: General Counsel  
 Loan No. 1003

Notice is deemed given (i) upon actual receipt in the case of personal delivery; (ii) on the earlier of actual receipt or three (3) days after mailing in the case of registered or certified mail; or (iii) the day on which the notice has been designated for delivery if the notice has been delivered to an overnight delivery service for transmission. Either party has the right at any time to change the address to which notice must be sent (so long as the new address is within the 48 contiguous states of the United States of America) or the person to whose attention such notice shall be directed provided that such change shall not be effective until the party seeking such change has notified the other of such change in accordance with the requirements of this Paragraph.”

(c) Paragraph 41 of the Mortgage is amended as follows:

“Notwithstanding anything contained in this Mortgage to the contrary,

- (i) Mortgagor will be permitted to sell interests in the Property, or issue equity ownership interests in Mortgagor (or its affiliates), to one or more of the following potential venturers: (x) Gregory Greenfield & Associates, LTD; Forest City; CB&L Associates, Simon Property Group or Schostok Brothers & Co. (or their affiliates) or (y) any other person or entity approved by Lender acting reasonably, provided, however, any resulting venture owning the Property shall provide that (a) a Zell affiliate retains control of such venture and (b) Zell and/or Zell affiliates own at least 51% of the ownership interest in such venture; and
- (ii) Ownership interests in Mortgagor (or its affiliates) may be transferred so long as following any such transfer (a) a Zell affiliate retains control of Mortgagor and (b) Zell and/or Zell affiliates own at least 51% of the ownership interest in Mortgagor; and
- (iii) Mortgagor shall reimburse Mortgagee for any and all reasonable out of pocket expenses (including reasonable attorneys’ fees) incurred by



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Mortgagee related to the actions set forth in subsections (i) and (ii), as aforesaid and all such expenses shall be deemed as if set forth in the Approved Budget.

(d) The following Paragraph 46, entitled "Accounts/Cash Management" is hereby added to the Mortgage:

"46. Accounts/Cash Management

46.1 Establishment of Accounts.

(A) Collection Account. Mortgagor and Mortgagee confirm that Mortgagee has established, and agrees that Mortgagor and Mortgagee shall maintain, at JP Morgan Chase Bank, N.A., a segregated securities account with the name "Bearland Vistas, Inc./iStar Financial Inc. (as secured party) re: Ford City Collection Account" and account number 230-518850 (the "**Collection Account**"). Mortgagor also confirms that Mortgagor has established and agrees that Mortgagor shall maintain, at Bank the Mortgagor Account, namely, Account No. 708294848 captioned Ford City Associates LP (the "**Mortgagor Account**"). Mortgagee may, in its sole discretion, rename the Loan Accounts from time to time to reflect changes in the identity of Mortgagee.

(B) Security Deposit Account and Reserve Accounts. Mortgagee has established, and, subject to the terms and conditions of the Loan Documents, shall maintain at Bank, the following accounts (collectively, the "**Reserve Accounts**"):

- (i) Account No. 230-164595, captioned "Tax Reserve/ Insurance Account Ford City" as a reserve account for the retention of collateral in respect of impositions for the Premises as provided in Paragraph 3 ("**Tax/Insurance Reserve Account**");
- (ii) Account No. 230-330436, captioned "Capital Expenditure Reserve Account/Ford City" for the retention of collateral in respect of certain expenses as provided in Paragraph 46.11 ("**Capital Expenditure/Leasing Reserve Account**");

In addition, Mortgagee has established and Mortgagor and Mortgagee shall maintain at Bank, Account No. 230-519229, captioned Bearland Vistas Inc/ iStar Financial Inc/Security Deposit Account for the retention of collateral in respect of security deposits paid by Tenants under the Leases ("**Security Deposit Account**").

(C) Type and Control of Accounts. Mortgagor represents, warrants, covenants and agrees that (A) each of the Loan Accounts are and

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shall be maintained as a "securities account" (as in Paragraph 8-501(a) of the UCC); (B) subject to the terms of this Mortgage, Mortgagee is entitled to exercise the rights that comprise any financial asset credited to such Loan Accounts; (C) Mortgagor shall have no right to give entitlement orders with respect to such Loan Accounts and, except as provided in this Mortgage, no Loan Account Collateral shall be released to Mortgagor from such Loan Accounts; and (D) all securities or other property underlying any financial assets credited to the Loan Accounts shall be registered in the name of Bank or indorsed to Bank or in blank and in no case will any financial asset credited to the Loan Accounts be registered in the name of Mortgagor, payable to the order of Mortgagor or specially indorsed to Mortgagor.

(D) Eligible Accounts. Each of the Loan Accounts shall be an Eligible Account.

(E) Cash Management Agreement. Mortgagor agrees that: (i) the Loan Accounts shall be maintained in accordance with the terms hereof and of the Cash Management Agreement; and (ii) prior to the repayment in full of the Loan and of the Obligations, the Cash Management Agreement shall not be amended, supplemented or modified without the prior written consent of Mortgagee, which consent Mortgagee may grant or withhold in its sole and absolute discretion.

(F) No Other Accounts. Mortgagor represents and warrants that there are no deposit, securities or similar Accounts other than the Loan Accounts maintained by Mortgagor or any other Person with respect to the initial collection of Income or Security Deposits (except that prior to the effective date of the Third Amendment, tenants had been directed to make payments to account no. 000-000-004213254 maintained at Bank and in the event that any tenants do not follow Mortgagor's instructions to make all deposits to the Collection Account, Mortgagor will promptly and diligently take such reasonably commercial efforts as may be necessary to cause such tenants to comply with such instructions). Mortgagor agrees that, until the Loan is repaid in full satisfaction of the Obligations neither Mortgagor nor any other Person shall open any Accounts for the collection or holding of Income or Security Deposits, except for the Loan Accounts and Mortgagor Account.

(G) Miscellaneous Account Provisions. The Loan Accounts shall be subject to such applicable laws, and such applicable regulations of the Board of Governors of the Federal Reserve System and of any other banking or governmental authority, as may now or hereafter be in effect. Interest accruing on the Loan Accounts, if any, shall be periodically added to the principal amount of the applicable Loan Account and shall be held, disbursed and applied in accordance with the provisions of this Mortgage and the Cash Management Agreement. All statements relating to the Loan

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Accounts shall be issued simultaneously by Bank to Mortgagee and Mortgagor. Mortgagor shall be the beneficial owner of the Loan Accounts for federal and state income tax purposes and shall report all income on the Loan Accounts. Returned items in the Collection Account will be charged against the Collection Account in the succeeding month or, if later, when actually returned.

## 46.2 Deposits into Accounts.

(A) Initial Deposits. On June 28, 2007, Mortgagor shall deposit or cause to be deposited the following amounts into the Reserve Accounts and the Security Deposit Account, as the case may be: (i) \$1,569,513.34 into the Tax/Insurance Reserve Account; (representing the current balance held by Mortgagee as of the date hereof under Section 3(a) of the Mortgage, which "deposit" shall be accomplished by Mortgagee transferring such amount into the Tax/Insurance Reserve Account); (ii) \$91,157.74 into the Security Deposit Account (representing the Tenant security deposits held by Mortgagor on May 31, 2007) except with respect to Security Deposits for Specialty Leases in the amount of \$40,439.88 as of May 31, 2007, which amount shall be deposited in the Capital Expenditure/Leasing Reserve Account; and (iii) as set forth in Section 46.11, the Initial Deposit into the Capital Expenditure/Leasing Reserve Account. In addition, on or before June 28, 2007, all funds on deposit in accordance with the TJ Maxx Escrow Agreement shall have been deposited by Mortgagee into the Capital Expenditure/Leasing Reserve Account and the TJ Maxx Escrow Agreement shall upon such deposit be terminated.

(B) Notices to Tenants, etc. Mortgagor represents and warrants that, on or prior to the date hereof, Mortgagor has irrevocably instructed with respect to all leases in effect on the date hereof and agrees that with respect to all future leases it shall, irrevocably instruct, all tenants of the Premises to wire transfer all Income and Security Deposits directly in the Collection Account (or, if payment is made by check, to send the same directly to the lockbox address as per the instructions contained in the tenant direction letters satisfactory in form and substance to Mortgagee). Mortgagor will not permit the tenant direction letters to be amended, terminated, revoked or modified in any manner or direct or cause any tenants to pay in any manner other than as specifically provided in the applicable tenant direction letter.

(C) Continuing Deposits. Mortgagor agrees that on the first business day of each week all "Available Income" and Security Deposits received by Mortgagor or any of its Affiliates during the preceding week shall be deposited into the Collection Account. "Available Income" means funds identified as "available" on the daily bank report from the last business day of the preceding week. Until so deposited, any Income

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and Security Deposits that are held by Mortgagor or any of its Affiliates shall be deemed to be Loan Account Collateral and shall be held in trust by such Person for the benefit of Mortgagee, as secured party, and shall not be commingled with any other funds or property of such Person except as described in Section 46.1(F). If any of the Income or Security Deposits should be returned unpaid for any reason and the funds were previously transferred to the Collection Account, then upon notice by Mortgagor, Mortgagee shall promptly reimburse Mortgagor for the returned items.

## 46.3 Transfers From, and Allocations Within, Collection Account.

(A) Mortgagor hereby irrevocably authorizes Mortgagee to transfer, to the extent of available funds on deposit, in the Collection Account on the day preceding each Payment Date, and Mortgagee shall transfer from or within the Collection Account on each such Payment Date, funds in the following amounts and in the following order of priority:

- (i) funds in an amount equal to the deposit for insurance premiums due under Paragraph 3 on the Payment Date on which the transfer is made shall be transferred to the Tax/Insurance Reserve Account;
- (ii) funds in an amount equal to the deposit for Impositions due under Paragraph 3 on the Payment Date in which the transfer is made shall be transferred to the Tax/Insurance Reserve Account;
- (iii) funds in an amount equal to the Security Deposits (except as relating to Specialty Leases) received in the Collection Account during the prior calendar month shall be transferred to the Security Deposit Account;
- (iv) funds in an amount equal to the amount of debt service on the Note due on such Payment Date shall be paid to the Mortgagee;
- (v) funds in an amount equal to the Expenses (including refunds of Specialty Lease Security Deposits and payments of costs under Budgeted Leases) estimated to be paid during the calendar month which includes the Payment Date, in accordance with the Approved Budget, shall be transferred to the Mortgagor Account; and

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- (vi) the balance of the funds in the Collection Account on such Payment Date shall be transferred to the Capital Expenditure/Leasing Reserve Account.

(B) Insufficient Funds. If Mortgagee reasonably determines that there will be insufficient amounts in the Collection Account to make any of the transfers or allocations required pursuant to subsections 46.3(A)(i), (ii), (iii), (iv), (v) or (vi) Mortgagee shall provide notice to Mortgagor and the provisions of Paragraph 46.11 shall apply.

#### 46.4 Payments from Loan Accounts and Security Deposit Account.

(A) Absence of Default. Mortgagor hereby irrevocably authorizes Mortgagee to withdraw, and, Mortgagee shall withdraw or re-allocate, the following payments or allocations, as applicable, from the applicable Loan Accounts to the extent of the monies on deposit in the applicable Loan Account if no Event of Default exists:

- (i) funds from the Tax/Insurance Reserve Account sufficient to pay (A) Impositions and (B) insurance premiums for the insurance required to be maintained pursuant to the terms of this Mortgage, on the due date therefor, and pay such funds to the applicable governmental authority or insurance company having the right to receive such funds, provided, that Mortgagee shall only be required to make such payments to the extent required to do so pursuant to Paragraph 3;
- (ii) funds from the Collection Account sufficient to pay debt service on the Loan to Mortgagee on each Payment Date; and
- (iii) funds from the Security Deposit Account, from time to time but no more frequently than once during any calendar month, in amounts identified in a report prepared by the property manager as being payable to tenants as refunds of Security Deposits upon the termination or expiration of any lease, and deposit the same into Mortgagor's Account (and Mortgagor shall promptly pay such amount to the tenant in question), provided, however, that if an Event of Default exists, Security Deposit refunds shall be payable directly to the tenants in question; and
- (iv) funds from, as applicable, the Capital Expenditure/Leasing Reserve Account, to be

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disbursed to other accounts pursuant to Paragraph 46.11.

(B) Default Exists. If an Event of Default exists, Mortgagor hereby irrevocably authorizes Mortgagee to (i) make any and all allocations among Loan Accounts, subject in case of the Security Deposit Account to the rights of the applicable tenants and/or (ii) make any and all withdrawals from and transfers between any Loan Account, as Mortgagee shall determine in Mortgagee's sole and absolute discretion.

46.5 Accounts. Mortgagor shall not, without the prior written consent or direction of Mortgagee, change the account location of any Loan Account. With respect to the Loan Account Collateral, Mortgagee shall not be liable for any acts, omissions, errors in judgment or mistakes of fact or law. Funds in the Mortgagor Account shall (a) be used only to pay: (i) Expenses set forth in the Approved Budget, (ii) Budgeted Variances, (iii) LOC Reimbursement Obligation, and (iv) the Insurance Reimbursement Obligation, and (b) will not otherwise be disbursed to the Mortgagor or any of its affiliates.

46.6 Creation of Security Interest in Accounts. Mortgagor hereby pledges, transfers and assigns to Mortgagee, and grants to Mortgagee, as security for the Note and the other obligations and liabilities due or to become due to the Mortgagee pursuant to the Loan Documents, a continuing perfected first priority security interest in and to, and a first lien upon: (i) the Loan Accounts and all amounts which may from time to time be on deposit in each of the Loan Accounts; (ii) all of Mortgagor's right, title and interest in and to all cash, property or rights transferred to or deposited in each of the Loan Accounts from time to time; (iii) all certificates and instruments, if any, from time to time representing or evidencing any such Loan Account or any amount on deposit in any thereof, or any value received as a consequence of possession thereof, including all interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, or in exchange for, any or all of the Loan Accounts; (iv) all monies, chattel paper, checks, notes, bills of exchange, negotiable instruments, documents of title, money orders, commercial paper, and other security instruments, documents, deposits and credits from time to time in the possession of Mortgagee representing or evidencing such Loan Accounts; (v) all other property, held in, credited to, or constituting part of any of the Loan Accounts; (vi) all earnings and investments held in any Loan Account in accordance with this Mortgage; and (vii) to the extent not described above, any and all proceeds of the

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foregoing not deposited in the Mortgagor Account (collectively, the "**Loan Account Collateral**").

- 46.7 Certain Matters Regarding Mortgagee following an Event of Default. Mortgagor agrees that the Bank shall pay over to Mortgagee all amounts deposited in the Loan Accounts on demand from Mortgagee, without notice to Mortgagor, if, in making such demand, Mortgagee shall give notice, in writing, signed by Mortgagee or an authorized agent thereof, that an Event of Default exists. Notwithstanding the foregoing, payments and retention by Mortgagee of security deposits deposited by tenants shall be subject to the terms and provisions of the applicable leases. Mortgagee may exercise in respect of the Loan Account Collateral all rights and remedies available to Mortgagee hereunder or under the other Loan Documents, or otherwise available at law or in equity. If an Event of Default exists, Mortgagee may exercise in respect of the Loan Account Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all of the rights and remedies of a secured party upon default under the Uniform Commercial Code then in effect in the applicable jurisdiction. Without limiting the generality of the foregoing, Mortgagor agree(s) that, upon the occurrence and during the continuance of an Event of Default, it will have no further right to request or otherwise require Mortgagee to disburse funds from any Loan Account in accordance with the terms of this Mortgage, it being agreed that Mortgagee may, at its option, (i) direct the Bank to continue to hold the funds in the Loan Accounts, (ii) continue, from time to time, to apply all or any portion of the funds held in the Loan Accounts to any payment(s) which such funds could have been applied to prior to such Event of Default (or to pay Expenses directly), to the extent and in such order and manner as Mortgagee in its sole discretion may determine, and/or (iii) direct the Bank to disburse all or any portion of the funds held in the Loan Accounts or other Loan Account Collateral then or thereafter held by the Bank to Mortgagee, in which event Mortgagee may apply the funds held in the Loan Accounts or other Loan Account Collateral to the Obligations, in any order and in such manner as Mortgagee may determine in its sole discretion. If an Event of Default exists, Mortgagee may, at any time or from time to time: (1) collect, appropriate, redeem, realize upon or otherwise enforce its rights with respect to the Loan Account Collateral, or any part thereof, without notice to any Mortgagor and without the need to institute any legal action, make demand to or upon any Mortgagor or any other Person, exhaust any other remedies or otherwise proceed to enforce its rights; (2) execute (in the name, place and stead of Mortgagor) any endorsements, assignments or other instruments of conveyance which may be required for the withdrawal and

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negotiation of the Loan Account Collateral; and/or (3) exercise all other rights and remedies available to Mortgagee hereunder and under any of the other Loan Documents. Notwithstanding anything to the contrary contained herein: (x) the exercise by Mortgagee of any of its rights hereunder shall not release Mortgagor from its obligations under any of the Loan Documents, nor shall it constitute an election of remedies by Mortgagee or a waiver by Mortgagee of any of its rights and remedies under the Loan Documents; (y) except as expressly set forth in this Mortgage or in any of the other Loan Documents, Mortgagee shall not have any obligation or liability by reason of this Mortgage, nor shall Mortgagee be obligated to perform any of the obligations or duties of Mortgagor hereunder or to take any action, in each case, to collect or enforce any claim for payment assigned hereunder; and (z) Mortgagee shall not have to resort to using the Loan Account Collateral before making demand upon or bringing an action against Mortgagor under any Loan Document or under any guaranty given in connection with the Loan. No failure on the part of Mortgagee to exercise, and no delay in exercising, any right under this Mortgage shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right under this Mortgage or the other Loan Documents. The remedies provided in this Mortgage, the Note and the other Loan Documents are cumulative and not exclusive of any remedies provided at law or in equity.

46.8 **Representations and Warranties Regarding Loan Account Collateral.** In addition to any representations or warranties contained in this Mortgage, Mortgagor represents and warrants as follows: (a) Mortgagor is the legal and beneficial owner of the Loan Account Collateral, respectively, free and clear of any liens, except for the Liens in favor of Mortgagee created by this Mortgage and the other Loan Documents; and (b) Mortgagor is not a party to any credit agreement or other borrowing facility including, but not limited to, a line of credit or overdraft line, with the Bank, except that Bank has issued a letter of credit for the benefit of the City of Chicago (the "Letter of Credit") in the amount of \$199,780 expiring August 1, 2007 to Mortgagor to secure Mortgagor's construction of a fence.

46.9 **Covenants Regarding Loan Account Collateral.** Except as otherwise permitted in Paragraph 41, Mortgagor will not, without the prior consent of Mortgagee, (a) sell, assign (by operation of law or otherwise), pledge, or grant any option with respect to, any of any interest in the Loan Account Collateral or (b) create or permit to exist any assignment, lien, security interest, option or



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other charge or encumbrance upon or with respect to any Loan Account Collateral, except for the liens in favor of Mortgagee under this Mortgage and the other Loan Documents. Mortgagor agrees that all records of Mortgagor with respect to the Loan Account Collateral will be kept at either the on-site property management office or at Two North Riverside, Chicago, Illinois 60606 and will not be removed from such addresses without the prior written consent of Mortgagee. Mortgagor will not make or consent to any amendment or other modification or waiver with respect to any Loan Account Collateral, or enter into any agreement, or permit to exist any restriction, with respect to any Loan Account Collateral. Mortgagor will, at its expense, defend Mortgagee's right, title and security interest in and to the Loan Account Collateral against the claims of any Person, by through or under Mortgagor. Mortgagor will not enter into any credit agreement or other borrowing facility including a line of credit or overdraft line, with Bank, other than the Letter of Credit or other letters of credit approved by Mortgagee (which approval shall not be withheld if such letter of credit is required by a governmental authority and relates to the ordinary course of business or an expenditure otherwise approved by Lender) and in which event the Approved Budget shall be deemed modified to add as a permitted expenditure any amounts required by the issuer of such letter of credit to secure such letter of credit. Nothing contained in this Paragraph 46 shall impair or otherwise limit Mortgagor's obligations to timely make the payments required by the Note and the other Loan Documents, it being understood that such payments shall be so timely made in accordance with the Loan Documents, regardless of the amounts on deposit in any Loan Account. Mortgagee may, from time to time, at its sole option, perform any act which Mortgagor agrees hereunder to perform which Mortgagor shall fail to perform after being requested in writing to so perform and after expiration of any cure period and Mortgagee may from time to time take any other action which Mortgagee deems necessary for the maintenance, preservation or protection of any of the rights granted to Mortgagee hereunder. With respect to the powers conferred on Mortgagee hereunder, Mortgagee shall not have any duty as to the Loan Accounts or the other Loan Account Collateral, except as set forth herein or in the Cash Management Agreement, or any responsibility for (i) ascertaining or taking action with respect to any matters relative to the Loan Accounts or the other Loan Account Collateral, whether or not Mortgagee has or is deemed to have knowledge of such matters or (ii) taking any necessary steps to preserve rights against prior parties or any other rights pertaining to the Loan Accounts or the other Loan Account Collateral.

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- 46.10 Cash Management Fees. All fees, costs and expenses associated with the Cash Management Agreement and Loan Account Collateral shall be paid by Mortgagor when due. It is agreed that the Cash Management Agreement constitutes one of the Loan Documents.
- 46.11 Capital Expenditure Reserve. Mortgagor shall deposit (a) \$5,000,000 into the Capital Expenditure/Leasing Reserve Account on June 28, 2007 less (x) the portion of the payment made in May, 2007 which was allocated to principal in the amount of \$231,689.08, (y) the portion of the payment made in June, 2007 which was allocated to principal in the amount of \$233,402.62 and (z) an amount equal to \$168,770.72 representing the difference between the portion of the payment made on June 1, 2007 which was allocated to May interest and interest actually due for May, 2007 (the "Initial Deposit") as contemplated in Paragraph 46.2(A)(iii) and (b) an additional \$5,000,000 into the Capital/Expenditure Reserve Account (the "Second Deposit") which Second Deposit may be made in installments of \$1,666,667 on May 1, 2008, \$1,666,667 on May 1, 2009 and \$1,666,666 on May 1, 2010 (provided Mortgagor may make partial payments from time to time prior to such dates). Notwithstanding anything contained in the definition of Interest Rate or elsewhere in this Mortgage to the contrary, the parties agree that the dollar figures in clauses (x), (y) and (z) of the foregoing sentence shall be the express agreement of the parties hereto with respect to the differences in payments due under the Loan Documents because of computational interpretations of Interest Rate or payments allocated to principal or interest for the payment periods described in such subclauses. Provided no default then exists, upon receipt by Mortgagee of the Initial Deposit and all amounts due with respect to the Second Deposit, Mortgagee shall terminate that certain Guaranty of Payment dated October 31, 2005 in favor of Mortgagee executed by Samuel Zell, individually and as trustee, and deliver to such guarantors a full termination of such Guaranty. In addition to the Initial Deposit and the Second Deposit, additional funds will be deposited into the Capital Expenditure/Leasing Reserve pursuant to Paragraph 46.3(A)(vi) and the final sentence of Paragraph 46.2(A). The funds contained in the Capital Expenditure/Leasing Reserve Account shall be utilized solely for (a) capital improvements for the Premises approved by the Mortgagee or set forth in the then applicable Approved Budget, (b) Tenant Improvements or set forth in the then applicable Approved Budget, (c) Leasing Commissions, (d) the purposes described in Paragraph 86 and (e) the other purposes set forth in Section 46.11. So long as no Event of Default exists at the time of any requested distribution of funds from the Capital

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Expenditure/Leasing Reserve, Mortgagee shall transfer funds in the Capital Expenditure/Leasing Reserve Account to the Mortgagor Account subject to satisfaction of each of the following terms and conditions:

(a) such funds released shall be used to pay for, or reimburse Mortgagor for, the reasonable expenses actually incurred and paid by Mortgagor for (i) capital improvements approved by Mortgagee or set forth in the then applicable Approved Budget, (ii) tenant improvements ("**Tenant Improvements**") for Leases approved by the Mortgagee or Preapproved Leases (defined below), or set forth in the then applicable Approved Budget, (iii) leasing commissions ("**Leasing Commissions**") payable to Persons that are not Affiliates of the Beneficiary on account of (x) Leases approved by Mortgagee or (y) Preapproved Leases, or (z) Budgeted Leases set forth in the then applicable Approved Budget; (iv) Budget Variances; (v) the LOC Reimbursement Obligation; (vi) the Insurance Reimbursement Obligation; and (vii) the purposes set forth in Paragraph 86;

(b) with respect to Capital Improvements and Tenant Improvements, Mortgagor shall have demonstrated to the reasonable satisfaction of the Mortgagee (without such demonstration being deemed any representation or warranty of any kind by Mortgagor) that the applicable work (and incorporation of the relevant materials into such work) has been completed in accordance with all applicable laws and the leases and in a lien-free manner and Mortgagor shall have provided to Mortgagee such lien waivers, title policy endorsements, plans and specifications, occupancy certificates and other licenses and approvals, certificates and other documentation as Mortgagee may reasonably require confirming lien-free completion of such work, and such transfer shall be made by Mortgagee within five (5) business days of satisfaction of the condition in this clause (b);

(c) with respect to Leasing Commissions, such evidence as Mortgagee may reasonably require concerning such payment, including evidence that such commission is due under the applicable brokerage agreement, and such transfer shall be made by Mortgagee within 5 business days of satisfaction of the condition in this clause (c);

(d) to the extent funds are available in the Capital Expenditure/Leasing Reserve Account to pay (a) Expenses set forth in the Approved Budget for which funds are not available in the Mortgagor Account after the transfer of funds thereto from the Collection Account in the applicable month, (b) Expenses which

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exceed the line item in the Approved Budget for such category by 5% or less or (c) Expenses which exceed the line item in the Approved Budget for real estate tax deposits, utility costs or insurance deposits or (d) other Expenses which Mortgagee consents to fund from the Capital Expenditure/Leasing Reserve Account, which consent shall not be unreasonably withheld or delayed or (e) other Expenses related to emergency situations involving danger to persons or property (collectively, "Budget Variances"), then Mortgagee shall within five (5) business days of Mortgagor's request, transfer such funds from the Capital Expenditure/Leasing Reserve Account to (a) the Mortgagor Account (other than with respect to taxes and insurance) and Mortgagor shall pay such Budget Variances in the same manner as other Expenses required hereunder or (b) to the Tax/Insurance Reserve Account (with respect to taxes and insurance) and Mortgagor shall apply such funds in the same manner as required hereunder;

(e) in the event that the LOC Reimbursement Obligation or an Insurance Reimbursement Obligation becomes due, then Mortgagee shall transfer the amount of the LOC Reimbursement Obligation or an Insurance Reimbursement Obligation from the Capital Expenditure/Leasing Reserve Account to the Mortgagor Account within five (5) business days of Mortgagor's request and Mortgagor shall pay the LOC Reimbursement Obligation or an Insurance Reimbursement Obligation;

(f) if a default exists, Mortgagee may apply the Capital Expenditure/Leasing Reserve funds, together with any interest accrued thereon, to Mortgagor's obligations under the Loan Documents in such order and priority as Mortgagee may determine. Upon full satisfaction of the Loan by Mortgagor, the balance remaining in the Capital Improvement Leasing Reserve, if any, shall be transferred to the Mortgagor Account for Mortgagor's sole use.

(g) Mortgagee shall have the right, at Mortgagor's reasonable expense (to be paid from the Mortgagor Account or Capital Expenditure Leasing Reserve Account), to retain a construction consultant, or such other consultant as may be named by Mortgagee in such capacity from time to time in connection with any Capital Improvement project which either (i) will cost in excess of \$500,000 or (ii) in Mortgagee's reasonable discretion, has a scope which is sufficiently complex to warrant Mortgagee's engagement of a third party construction consultant, and any of Mortgagee's internal representatives responsible for the review of

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the Capital Improvements, whether or not set forth as a line item in the Approved Budget.

(e) Paragraph 84 of the Mortgage is amended by adding the following after the final sentence thereof:

“As soon as reasonably practicable (but in any event within twenty (20) days after the end of each calendar month (except that such period shall be 45 days with respect to the month of December)), Mortgagor shall deliver to Mortgagee a true and complete monthly cash flow/operating statement and balance sheet for the Property, certified by an officer of Beneficiary which statements shall be in form and substance reasonably acceptable to Mortgagee. Such monthly statements shall be compared to the prior year’s corresponding month and year-to-date and to the then applicable Approved Budget. As soon as available, and in any event within twenty (20) days after the end of each month, Mortgagor will deliver to Mortgagee a copy of the monthly reporting package required to be delivered to Mortgagor by the property manager of the Premises. Not later than twenty (20) days after the end of each month (except that such period shall be 45 days with respect to the month of December), Mortgagor will deliver to Mortgagee a true and complete rent roll for the Premises dated as of the last day of the concluded month.”

(f) A new Paragraph 85 is hereby added to the Mortgage:

“85. Mortgagor shall not hereafter enter into any Lease or other rental or occupancy arrangement or concession agreement with respect to the Premises or any portion thereof without Mortgagee’s consent (such consent not to be unreasonably withheld). Mortgagor shall not modify, amend or terminate any Leases, give any material consents, waive any material obligations under any Leases or release any tenant or guarantor of any Leases, without, in each instance, Mortgagee’s consent, such consent not to be unreasonably withheld. Without limitation of any other provisions of any Loan Documents, all Leases entered into by Mortgagor shall by their express terms (i) be subject and subordinate to this Mortgage (through a subordination provision contained in such Lease), provided that such subordination may be contingent upon nondisturbance by Mortgagee, (ii) provide that the tenant shall attorn to Mortgagee or any other Person succeeding to the interests of Mortgagee upon the exercise of its remedies or the Loan Documents or applicable law or any transfer in lieu thereof without any change in the terms of the Lease, and that the tenant shall, at the option of Mortgagee or of any other Person succeeding to the interest of Mortgagee as a result of such enforcement, recognize Mortgagee or such successor in the interest as lessor under the Lease without change in the provisions thereof; provided, however,

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Mortgagee or such successor in interest shall not be (w) liable for any act or omission of any prior landlord under any such Lease; or (x) subject to any offsets or defenses which the tenant might have against Mortgagor (prior to Mortgagee's becoming landlord); (y) bound by any rent or which tenant might have paid to Mortgagor for more than the current month or more than one (1) month prior to the due date for the then current installment; (z) liable for any deposits made or prepaid rent paid by the tenant unless such deposits have been transferred to Mortgagee; or (aa) or modification or amendment of such Lease made without Mortgagee's consent, and (iii) provide that at the request of Mortgagee, the tenant shall execute, deliver and cause to be acknowledged an agreement in the form customarily utilized by Mortgagor providing for subordination and attornment by the tenant and non-disturbance by the Mortgagee. Notwithstanding anything contained herein to the contrary, the following Leases (or amendments of Leases resulting in Leases meeting the following parameters) shall be automatically approved ("Preapproved Lease") without the need for Mortgagee's consent but Mortgagor shall provide Mortgagee with written notice of such Preapproved Lease within ten (10) business days of final execution of such Preapproved Lease. For purposes of this Paragraph 86, a Lease (or amendments of Leases resulting in Leases meeting the following parameters) complying with the following criteria shall be deemed a Preapproved Lease: (1) The term of such Lease is for less than one (1) year and demonstrates a positive Net Effective Rent; or (2) if the term of such Lease in the mall interior is for more than one (1) year, but the demised premises measure less than 4,500 square feet, then the Net Effective Rent is at least Twenty-Four Dollars (\$24.00) per demised square foot or (3) such Lease is a Budgeted Lease for a specific tenant whose credit has been preapproved by Mortgagee (which approval shall occur in conjunction with the approval of the applicable Budget) and when entered into, has a Net Effective Rent of at least 95% of the Net Effective Rent shown in the Approved Budget. For purposes of this Paragraph 86, "Net Effective Rent" is defined as follows: (i) the average annual Gross Rent (as defined on Exhibit B) per square foot for the initial term of the Preapproved Lease (not including any extension options and after giving effect to tenant's termination options); minus (ii) the average annual per square foot cost to effectuate the Preapproved Lease, including but not limited to leasing commissions, tenant improvements, free rent, and any other economic concessions. Set forth on Exhibit B is a demonstrative example of how to calculate Net Effective Rent.

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(g) A new Paragraph 86 is hereby added to the Mortgage:

86. Notwithstanding anything to the contrary set forth in the Note, this Mortgage or the Loan Documents, if Mortgagor elects to extend the Initial Maturity Date (as defined in the Note) to the First Extended Maturity Date (as defined in the Note), Mortgagee shall, utilize one-half of the then balance of the Capital Expenditure/Leasing Reserve Account as a principal repayment of the Loan on such date. In addition, if Mortgagor elects to extend the First Extended Maturity Date to the Second Extended Maturity Date (as defined in the Note), Mortgagee shall, utilize one-half of the then balance of the Capital Expenditure/Leasing Reserve Account as a principal repayment of the Loan.”

(h) If Mortgagor (i) fails to deposit all Income in the Collection Account as required by the terms and provisions of the Mortgage or (ii) fails to make the Initial Deposit or the Additional Deposit, as hereinabove set forth, it shall be deemed a “default” (as defined in Paragraph 15 of the Mortgage).

(i) A new Paragraph 87 is hereby added to the Mortgage:

“87. Prior to the Lockout Expiration Date, upon default by Mortgagor beyond any applicable grace period and following the acceleration of maturity as aforesaid, a tender of payment of the amount necessary to satisfy the entire indebtedness evidenced by the Note made at any time prior to foreclosure sale or during any redemption period after foreclosure, by Mortgagor, its successors or assigns or by anyone in behalf of the Mortgagor, its successors or assigns shall constitute an evasion of the prepayment privilege and shall be deemed to be a voluntary prepayment hereunder and such prepayment, to the extent permitted by law, will therefore include the Prepayment Premium contained in the Note secured hereby. Notwithstanding anything to the contrary in the Loan Documents, no Prepayment Premium shall be due as a result of a prepayment due to casualty or condemnation.”

(j) A new Paragraph 88 is hereby added to the Mortgage:

“88. Not later than November 15<sup>th</sup> of each calendar year, Mortgagor shall deliver a Budget and a Capital Plan for the following calendar year for the Premises to Mortgagee for its review and approval (the Budget and Capital Plan are collectively referred to as the “**Annual Budget**” and the Annual Budget approved by Mortgagee is referred to herein as the “**Approved Budget**”). Mortgagee shall have thirty (30) days to approve or reject each proposed Annual Budget. If Mortgagee disapproves the Annual Budget, which disapproval shall specify the respects in which it is unacceptable,

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Mortgagor shall resubmit same to Mortgagee for its review until such time as the Annual Budget is approved by Mortgagee. During the period of time from Mortgagee's disapproval of any Annual Budget, until such time as Mortgagee approves a revised Annual Budget submitted by Mortgagor, the then immediately preceding Annual Budget approved by Mortgagee shall be used for the purposes of disbursing Expenses except that line items from such prior approved Budget for recurring, but not non-recurring Expenses, may be increased by up to five percent (5%). Mortgagor shall not modify any Approved Budget without Mortgagee's approval. Mortgagor shall not incur any Expenses which are not set forth in the Approved Budget approved by Mortgagee, except (a) to the extent funds for such Expenses are transferred to the Mortgagor Account pursuant to Section 46.11(d), or (b) except in the case of emergency or (c) for payment by Mortgagor of \$261,000 to Equity Group Investments, L.L.C. for the current period's insurance premium (as such payment shall be evidenced by documentation reasonably acceptable to Mortgagee), Mortgagor shall, within one hundred twenty (120) days after the end of each calendar year, deliver to Mortgagee an annual summary of any and all Capital Expenditures made at the Premises during the the most recently concluded calendar year."

(k) A new Paragraph 89 is hereby added to the Mortgage:

"89. For all purposes of this Mortgage and the other Loan Documents, the following terms shall have the following respective meanings.

(i) **"Acceptable Financial Institution"** means a depository institution or trust company incorporated under the laws of the United States of America or any state thereof and subject to supervision and examination by federal or state banking authorities, so long as (a) at all times the short-term commercial paper, certificates of deposit or other debt obligations of such depository institution or trust company are rated at least A-1 by Standard & Poor's Ratings Services, a Division of The McGraw-Hill Companies, Inc. ("**S&P**"), and P-1 by Moody's Investors Service Inc. ("**Moody's**") and the long-term unsecured debt obligations of which are rated at least A by S&P and the equivalent thereof by Moody's and (b) Mortgagee shall have approved (such approval not to be unreasonably withheld) such depository institution or trust company (which approval shall be deemed given if the applicable institution satisfies the criteria in clause (a) above).



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- (ii) **"Affiliate"** means any Person: (A) directly or indirectly controlling, controlled by, or under common control with, another Person; (B) directly or indirectly owning or holding ten percent (10%) or more of any equity interest in another Person; or (C) ten percent (10%) or more of whose voting stock or other equity interest is directly or indirectly owned or held by such other Person. When used with respect to Mortgagor, the term "Affiliate" shall also include the spouse, ancestors, descendants and siblings of an Affiliate of Mortgagor (such Persons being sometimes referred to as **"Family Members"**), Affiliates of such Family Members and trusts for the benefit of another Affiliate of Mortgagor.
- (iii) **"Bank(s)"** means the Acceptable Financial Institution at which the Collection Account is maintained.
- (iv) **"Budget"** means a budget setting forth the projected revenues and budgeted costs and expenses for the ownership, operation and management for the Premises for each calendar year commencing with calendar year 2007 (which may include (x) a line item for the estimated amount of Specialty Lease Security Deposits to be refunded during any period and (y) a description of any Budgeted Leases).
- (v) **"Budgeted Leases"** means proposed lease transactions, the significant economic terms (income and costs) of which are set forth in an Approved Budget.
- (vi) **"Capital Plan"** means Mortgagor's budget for capital improvements and equipment for the Premises for each calendar year.
- (vii) **"Cash Management Agreement"** shall mean the Cash Management Agreement dated as of the date hereof, among Mortgagor, Mortgagee and Bank.
- (viii) **"Eligible Account"** means a segregated account maintained at an Acceptable Financial Institution. An Eligible Account will not be evidenced by a certificate of deposit, passbook or other instrument.
- (ix) **"Expenses"** means the costs and expenditures accrued or incurred by Mortgagor, without duplication, in connection with the ownership, operation and management of the Premises, specifically including in Expenses (1) periodic deposits required to be made into the Reserves; (2) capital

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expenditures incurred pursuant to an Approved Budget to the extent not paid from any Reserve Accounts or the proceeds of the Loan; and (3) management fees (not to exceed the fees set forth in either (a) the existing management agreement with General Growth Management, Inc. or (b) any subsequent management agreement as approved by Mortgagee) and specifically excluding from Expenses, however, (i) all expenditures to the extent funded from the Capital Expenditure/Leasing Reserve Account, (ii) principal, interest and all other payments by Mortgagor to Mortgagee under the Loan Documents, (iii) federal or state income taxes, and (iv) depreciation and other non-cash expenses of the Premises.

- (x) **“Insurance Reimbursement Obligation”** means any obligation of Mortgagor to reimburse Equity Group Investments, L.L.C. or its affiliates for insured claims against Mortgagor in excess of reserves maintained by Mortgagor with Equity Group Investments, L.L.C. or its affiliates for the period August 1, 2000 through July 31, 2007.
- (xi) **“Loan accounts”** means the accounts described in Paragraph 4.6.1 other than the Mortgagor Account.
- (xii) **“LOC Reimbursement Obligation”** means the obligation of Mortgagor to reimburse its Affiliate for any amount drawn by the City of Chicago under the Letter of Credit in the event the City of Chicago draws on the Letter of Credit.
- (xiii) **“Person”** means and includes natural persons, corporations, limited liability companies, limited partnerships, general partnerships, joint stock companies, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other organizations, whether or not legal entities, and governments and agencies and political subdivisions thereof and their respective permitted successors and assigns (or in the case of a governmental person, the successor functional equivalent of such Person).”
- (xiv) **“TJ Maxx Escrow Agreement”** means that certain Cash Collateral Agreement made and entered into as of January 7, 1998, by and among American National Bank and Trust Company of Chicago, a national banking association, not personally but solely as trustee under Trust Agreement dated March 1, 1987 and known as Trust No.

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101496-07, Bearland Vistas, Inc., an Illinois corporation, and Morgan Stanley Mortgage Capital Inc., a New York corporation.

(l) A new Section 90 is added to the Mortgage. "Mortgagor and Mortgagee agree that the following insurance coverages shall be carried by Mortgagor and shall be deemed to satisfy any requirements contained in the Mortgage with respect to Mortgagor's obligation to produce or provide insurance coverage.

## Insurance.

(A) Mortgagor shall at all times provide, maintain and keep in force or cause to be provided, maintained and kept in force, at no expense to Mortgagee, the following policies of insurance with respect to the Mortgaged Property and Mortgagor, as applicable:

(i) Property insurance on an "all risk" and "special perils" basis (special form cause of loss) for one hundred percent (100%) of the replacement value of the Mortgaged Property with customary deductibles as reasonably approved by Mortgagee. The policy should contain the following endorsements: (a) Replacement Cost (without any deduction made for depreciation), (b) Agreed Amount (waiving co-insurance penalties), (c) Building Ordinance and Law coverage and (d) a standard mortgagee clause acceptable to Mortgagee. Such policy will also include the following coverage: (i) comprehensive boiler and machinery coverage in amounts approved by Mortgagee; (ii) terrorism, (iii) earthquake and earth movement for the full replacement cost of the Mortgaged Property or, the amount as would (in light of the risks insured and the cost of premiums for such insurance) in Mortgagee's judgment be maintained by a prudent operator of property similar in use and locale; and (iii) flood insurance if the Improvements are located in a special flood hazard area as designated by the Director of the Federal Emergency Management Agency, in sufficient amounts as reasonably determined by Mortgagee.

(ii) Insurance against rent loss, extra expense or business interruption, in amounts satisfactory to Mortgagee, but not less than twelve months gross rent or gross income from the Mortgaged Property based on annualized and then a managed income, including stabilized management fees and applicable reserve deposits plus debt service. The perils covered by this policy shall be the same as those accepted on the Mortgaged Property including flood, earthquake and earth movement.

(iii) Commercial general liability insurance with customary deductibles as reasonably approved by Mortgagee, covering bodily injury and property damage occurring on, in or about the Mortgaged Property and any adjoining streets, sidewalks, and passageways arising out of or connected with the possession, use, leasing, operation, or condition of the Mortgaged Property. Policy limits will be not less than \$1,000,000 per occurrence, \$2,000,000 per location in the aggregate with respect to the Mortgaged Property and \$1,000,000 per occurrence, \$2,000,000 per location in the aggregate with respect to Mortgagor. Such coverage shall include but not be limited to premises-operations,

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products-completed operations, personal injury and advertising, terrorism, and host liquor liability (if applicable).

(iv) Umbrella excess liability insurance for not less than \$50,000,000 with respect to the Mortgaged Property and \$50,000,000 with respect to Mortgagor.

(v) Worker's Compensation and other statutory coverage as required by the state where the Mortgaged Property is located to protect Mortgagor and Mortgagee against claims for injuries sustained in the course of employment at the Mortgaged Property.

During the course of construction of any structural or site improvements excluding tenant build-outs, Mortgagor will obtain (1) commercial general liability insurance including contractual liability, in the amount of \$1,000,000 primary and \$25,000,000 excess liability in the aggregate (the policy shall provide coverage on an occurrence basis against claims for personal injury, bodily injury and death or property damage occurring on, in or about the Mortgaged Property and the adjoining streets, sidewalks and passageways. In addition, Mortgagor shall require all contractors and subcontractors, architects and engineers to provide appropriate insurance coverage); and (2) Builder's risk completed value form insurance against "all risks" of physical loss, including collapse, water damage, flood, earthquake and transit coverage (coverage should be on a non-reporting form, covering the total value of work performed and equipment, supplies and materials furnished (with an appropriate limit for Soft Costs in the case of construction) with deductibles reasonably approved by Mortgagee). Mortgagor agrees to consult with Mortgagee prior to commencing the construction of any Improvements and to comply with all reasonable special insurance requirements of Mortgagee pertaining to any construction.

(vi) When and to the extent required by Mortgagee, fidelity insurance and insurance against loss or damage by any other risk commonly insured against by Persons (or which would be insured against by a reasonably prudent Person) occupying or using like properties in the locality or localities in which the Mortgaged Property is situated.

(vii) Upon Mortgagee's reasonable request or prior to any tenant selling alcoholic beverages on any part of the Project, Mortgagor either itself or through the Tenant shall provide evidence of liquor liability against claims or liabilities arising directly or indirectly to persons or property on account of the sale or dispensing of alcoholic beverages. If state law allows, Mortgagee shall be named as an additional insured on such policy.

(viii) Such other insurances as may be reasonably requested by Mortgagee.

(B) No policies required to be maintained by Mortgagor shall contain any exclusion for terrorism, terrorist activities or similar activities and, if required by Mortgagee, will be endorsed to insure such risks. All insurance policies required to be maintained by Mortgagor pursuant to this Agreement shall be endorsed to provide that: (i) Mortgagee, its successors, and/or assigns, is named as mortgagee with respect to the all risk property; and as a loss payee with respect to all rent/business interruption/extra expense coverage;

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as additional named insured on all liability coverage, with the understanding that any obligation imposed upon the insureds (including the liability to pay premiums) shall be the sole obligation of Mortgagor and not of any other insured; (ii) the interests of Mortgagee shall not be invalidated by any action or inaction of Mortgagor or any other Person, and such policies shall insure Mortgagee regardless of any breach or violation by Mortgagor or any other Person of any warranties, declaration or conditions in such policies; (iii) the insurer under each such policy shall waive all rights of subrogation against Mortgagee, any right to set-off and counterclaim and any other right to deduction, whether by attachment or otherwise; (iv) such insurance shall be primary and without right of contribution of any other insurance carried by or on behalf of Mortgagee with respect to its interest in the Mortgaged Property; (v) if such insurance is canceled for any reason whatsoever, including nonpayment of premium or, if any modification, change or reduction is made in the coverage which materially and adversely affects the interests of Mortgagee, such cancellation, modification, change or reduction in coverage shall not be effective as to Mortgagee until thirty (30) days after receipt by Mortgagee of written notice sent by registered mail from such insurer; (vi) any such insurance shall be endorsed to provide, inasmuch as the policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured; and (vii) if required by Mortgagee, such insurance shall contain "cut-through" endorsements providing Mortgagee with direct access to any re-insurers.

Mortgagor shall deliver to Mortgagee a copy of each insurance policy with further evidence of such insurance required to be maintained by Mortgagor acceptable to Mortgagee. Renewal certificates should be provided no later than five (5) days prior to the expiration of each policy. Mortgagor shall deliver a renewed policy or policies, or duplicate original renewal policy, marked "premium paid," or accompanied by such other evidence of payment satisfactory to Mortgagee with standard non-contributory mortgagee clause in favor of and acceptable to Mortgagee. Mortgagor shall comply promptly with and conform to (i) all provisions of each such insurance policy and (ii) all requirements of the insurers applicable to Mortgagor as respects use, occupancy, possession, operation, maintenance, alteration or repair of the Mortgaged Property. Mortgagor shall not use or permit the use of the Mortgaged Property in any manner that would permit any insurer to cancel any insurance policy or void coverage required to be maintained by this Agreement. No insurance policy required to be maintained by Mortgagor may provide for assessments to be made against Mortgagee or Mortgagee's servicer, if any. If a policy permits assessments against others, such policy must waive any right to a Lien upon the Mortgaged Property and no such assessments may result in a Lien against the Mortgaged Property. The insurance coverage required under this Paragraph 90 may be effected under a blanket policy or policies covering the Mortgaged Property and other properties and assets not constituting a part of the Mortgaged Property; provided that any such blanket policy shall specify the portion of the total coverage of such policy that is allocated to the Mortgaged Property, and any sublimits in such blanket policy applicable to the Mortgaged Property, which amounts shall not be less than the amounts required pursuant to this Paragraph 90 and which shall in any case comply in all other respects with all of the requirements of this Paragraph 90. Mortgagor shall comply with all insurance requirements and shall not bring or keep or permit to be brought or kept any

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article upon the Mortgaged Property or cause or permit any condition to exist thereon which would be prohibited by any insurance requirement, or would invalidate insurance coverage required hereunder to be maintained by Mortgagor on or with respect to any part of the Mortgaged Property pursuant to this Paragraph 90. Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that any insurance which Mortgagor shall cause any tenant to provide that shall otherwise be in compliance with all of the terms and conditions of this Paragraph 90 shall satisfy Mortgagor's obligations with respect thereto hereunder. Mortgagor will not take out separate insurance contributing in the event of loss with that required to be maintained pursuant to this Paragraph 90 - unless such insurance complies with this Paragraph 90. All insurance policies shall be in form, with endorsements, risk coverage, deductibles and amounts and maintained with companies approved by Mortgagee, such approval not to be unreasonably withheld or delayed. Without limiting Mortgagee's ability to approve the aforementioned, an insurance company shall be reasonably satisfactory if such insurance company (a) has a rating of a least A with financial size of Class VIII or better as specified in Best's Key Rating Guide, (b) is licensed or authorized to do business, as required under applicable law, in the State where the Mortgaged Property is located and (c) a claims-paying ability rating by S&P of not less than "A" or an equivalent rating by another Rating Agency. All insurance policies insuring against casualty, rent loss and business interruption and other appropriate policies shall provide that any claims in excess of \$100,000 be paid thereunder without twenty (20) days advance written notice to Mortgagee. Mortgagee shall not, by the fact of approving, disapproving, accepting, preventing, obtaining or failing to obtain any insurance, incur any liability for or with respect to the amount of insurance carried, the form or legal sufficiency of insurance contracts, solvency of insurance companies or payment or defense of lawsuits, and Mortgagor hereby expressly assumes full responsibility therefor and all liability, if any, with respect thereto. If Mortgagor fails to maintain the policies of insurance required by this Paragraph 90 or any other Loan Documents (and deliver evidence thereof to Mortgagee within the time periods set forth herein), Mortgagee may (but shall have no obligation to) procure such insurance or single-interest insurance for such risks covering Mortgagee's interest and Mortgagor will, promptly upon demand by Mortgagee, pay all unpaid premiums thereon or reimburse Mortgagee for such premiums to the extent Mortgagee has paid the same, and until such payment or reimbursement is made by Mortgagor, the amount of all such premiums paid by Mortgagee shall bear interest at the Default Rate and shall constitute additions to the Obligations.

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4. **Amendments to Environmental Indemnity.** Paragraph 18 of the Environmental Indemnity is hereby deleted and the following is substituted in its place:

“18. Any notice, request, demand, consent, approval, or other communication under this instrument (collectively, “Notice”) shall be in writing, signed by the party giving such Notice and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or by reputable overnight delivery service, charges prepaid, as follows:

Guarantor: Samuel Zell Revocable Trust  
Two North Riverside Plaza, Suite 600  
Chicago, Illinois 60606.

With copies to:

Neal Gerber and Eisenberg, LLP  
Two North LaSalle Street, Suite 2200  
Chicago, Illinois 60606  
Attn: Douglas Lubelchek and George Touras

Lender: SFT I Inc.  
c/o iStar Financial Inc.  
1114 Avenue of the Americas  
27th Floor  
New York, New York 10036  
Attention: Chief Operating Officer  
Loan No. 1003

iStar Financial Inc.  
1114 Avenue of the Americas  
27th Floor  
New York, New York 10036  
Attn: General Counsel  
Loan No. 1003

Notice shall be deemed given (i) upon actual receipt in the case of personal delivery; (ii) on the earlier of actual receipt or three (3) days after mailing in the case of registered or certified mail; or (iii) the day on which the notice has been designated for delivery if the notice has been delivered to an overnight delivery service for transmission. Either party has the right at any time to change the address to which notice must be sent (so long as the new address is within the 48 contiguous states of the United States of America) or the person to whose attention such notice shall be directed provided that such change shall not be effective until the party seeking such change has notified the other of such change in accordance with the requirements of this paragraph”

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5. **Amendments to Security Assignment of Beneficial Interest.** Paragraph F of the Security Assignment of Beneficial Interest is hereby deleted and the following is substituted in its place:

“Any notice, demand or other communication required by or under the terms of this document will be in writing addressed to the appropriate party delivered personally or sent either by registered or certified U.S. mail, postage prepaid, return receipt requested, or by reputable overnight delivery service, charges prepaid, as follows:

**Assignor:** Bearland Vistas, Inc.  
 c/o EGI Properties, L.L.C.  
 Two North Riverside Plaza, Suite 600  
 Chicago, Illinois 60606  
 Attention: Senior Vice President - Finance

With copies to:

Neal Gerber and Eisenberg, LLP  
 Two North LaSalle Street, Suite 2200  
 Chicago, Illinois 60606  
 Attn: Douglas Lubelchek and George Touras

**Trustee:** Chicago Title Land Trust Company  
 171 N. Clark Street  
 Chicago, IL 60601  
 Attention: Land Trust Dept.

**Assignee:** SFT I Inc.  
 c/o iStar Financial inc.  
 1114 Avenue of the Americas  
 27th Floor  
 New York, New York 10035  
 Attention: Chief Operating Officer  
 Loan No. 1003

iStar Financial Inc.  
 1114 Avenue of the Americas  
 27th Floor  
 New York, New York 10036  
 Attn: General Counsel  
 Loan No. 1003

Notice is deemed given (i) upon actual receipt in the case of personal delivery; (ii) on the earlier of actual receipt or three (3) days after mailing in the case of registered or certified mail; or (iii) the day on which the notice has been designated for delivery if the notice has been delivered to an overnight delivery service for transmission. Either party has the right at any time to change the address to which notice must be sent (so long



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as the new address is within the 48 contiguous states of the United States of America) or the person to whose attention such notice shall be directed provided that such change shall not be effective until the party seeking such change has notified the other of such change in accordance with the requirements of this Paragraph.”

## 6. Amendments to Guaranty of Payment.

(a) Paragraph 17 of the Guaranty of Payment is hereby deleted and the following is substituted in its place:

“17. Any notice, request, demand, consent, approval, or other communication under this instrument (collectively, “Notice”) shall be in writing, signed by the party giving such Notice and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or by reputable overnight delivery service, charges prepaid, as follows:

Guarantor: Samuel Zell, individually and as Trustee  
Two North Riverside Plaza, Suite 600  
Chicago, Illinois 60606.

With copies to:

Neal Gerber and Eisenberg, LLP  
Two North LaSalle Street, Suite 2200  
Chicago, Illinois 60606  
Attn: Douglas Lubelchek and George Touras

Lender: SFT I Inc.  
c/o iStar Financial Inc.  
1114 Avenue of the Americas  
27th Floor  
New York, New York 10035  
Attention: Chief Operating Officer  
Loan No. 1003

iStar Financial Inc.  
1114 Avenue of the Americas  
27th Floor  
New York, New York 10036  
Attn: General Counsel  
Loan No. 1003

Notice shall be deemed given (i) upon actual receipt in the case of personal delivery; (ii) on the earlier of actual receipt or three (3) days after mailing in the case of registered or certified mail; or (iii) the day on which the notice has been designated for delivery if the notice has been delivered to an overnight delivery service for transmission.

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Either party has the right at any time to change the address to which notice must be sent (so long as the new address is within the 48 contiguous states of the United States of America) or the person to whose attention such notice shall be directed provided that such change shall not be effective until the party seeking such change has notified the other of such change in accordance with the requirements of this paragraph”

7. **Amendments to Assignment of Lessor’s Interest in Leases.** Paragraph 15 of the Assignment of Lessor’s Interest in Leases is hereby deleted and the following is substituted in its place:

“15. Any notice, demand or other communication required by or under the terms of this document will be in writing addressed to the appropriate party delivered personally or sent either by registered or certified U.S. mail, postage prepaid, return receipt requested, or by reputable overnight delivery service, charges prepaid, as follows:

Assignor: Bearland Vistas, Inc.  
c/o EGI Properties, L.L.C.  
Two North Riverside Plaza, Suite 600  
Chicago, Illinois 60606  
Attention: Senior Vice President - Finance

With copies to:

Chicago Title Land Trust Company  
171 N. Clark Street  
Chicago, IL 60601  
Attention: Land Trust Dept.

With copies to:

Neal Gerber and Eisenberg LLP  
Two North LaSalle Street, Suite 2200  
Chicago, Illinois 60606  
Attn: Douglas Lubelchek and George Touras

Assignee: SFT I Inc.  
c/o iStar Financial Inc.  
1114 Avenue of the Americas  
27th Floor  
New York, New York 10036  
Attention: Chief Operating Officer  
Loan No. 1003

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iStar Financial Inc.  
1114 Avenue of the Americas  
27th Floor  
New York, New York 10036  
Attn: General Counsel  
Loan No. 1003

Notice is deemed given (i) upon actual receipt in the case of personal delivery; (ii) on the earlier of actual receipt or three (3) days after mailing in the case of registered or certified mail; or (iii) the day on which the notice has been designated for delivery if the notice has been delivered to an overnight delivery service for transmission. Either party has the right at any time to change the address to which notice must be sent (so long as the new address is within the 48 contiguous states of the United States of America) or the person to whose attention such notice shall be directed provided that such change shall not be effective until the party seeking such change has notified the other of such change in accordance with the requirements of this Paragraph.

8. **Conditions Precedent.** Mortgagor agrees that it shall be a condition precedent to the effectiveness of this Amendment that, among other things, all of the following shall have been satisfied on or prior to the date of this Amendment:

(a) Mortgagor shall have paid the reasonable expenses of Mortgagee incurred in connection with this Amendment, including, without limitation, reasonable fees and disbursements of Mortgagee's attorneys and all recording fees, escrow fees and title charges and premiums;

(b) Mortgagor shall have furnished to Mortgagee certified resolutions and current certificates of good standing and qualification to do business for Mortgagor and such other evidence of the authorization and good standing of Mortgagor as Mortgagee may request;

(c) Mortgagor shall have furnished to Mortgagee (i) a copy of the trust agreement for the Trust, certified to be true, correct and complete by Trustee, except for certain redacted information, (ii) a certification from Trustee identifying the holders of the beneficial interest in the Trust and the holder of the power of direction with respect to the Trust and (iii) a copy of the letter of direction from Mortgagor to Trustee directing Trustee to execute this Amendment, certified to be true, correct and complete by Mortgagor;

(d) Mortgagee shall have received a Guaranty of Non-Recourse Obligations, executed jointly and severally by Samuel Zell ("Zell"), individually and as trustee of the Samuel Zell Revocable Trust ("SZRT"), in form and substance acceptable to Mortgagee;

(e) Mortgagee shall have received the Cash Management Agreement executed by Mortgagor and Bank;

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- (f) Mortgagor and Mortgagee shall have opened the Loan Accounts at the Bank;
- (g) Mortgagee shall have received the Initial Deposit;
- (h) Mortgagee shall have received an opinion of counsel to Mortgagor, Zell, and SZRT in form and substance acceptable to Mortgagee; and
- (i) Mortgagor, at Mortgagor's sole cost and expense, shall have delivered, or caused to be delivered, to Mortgagee an endorsement to Mortgagee's title policy reflecting the recordation of this Amendment and bringing down the effective date of the policy to the recording date of this Amendment.

Mortgagee's signature hereto will be deemed evidence of Mortgagor's satisfaction of (or Mortgagee's waiver of) the foregoing conditions.

9. **Representations and Warranties.** In order to induce Mortgagee to execute this Amendment, Trustee represents and Beneficiary represents and warrants as follows:

(a) This Amendment, and any other documents and instruments required to be executed and delivered by Mortgagor in connection herewith, when executed and delivered, will constitute the duly authorized, valid and legally binding obligations of Mortgagor and will be enforceable in accordance with their respective terms, subject only to bankruptcy and insolvency laws of general applicability and the application of general principles of equity.

(b) The execution, delivery and performance by Mortgagor of this Amendment and the Loan Documents as modified by this Amendment and will not: (i) violate any laws or (ii) conflict with, be inconsistent with, or result in any breach or default of any of the terms, covenants, conditions, or provisions of any indenture, mortgage, deed of trust, corporate charter or bylaws, instrument, document, agreement or contract of any kind to which Mortgagor is a party or by which Mortgagor is bound. Mortgagor is not in default (beyond applicable grace or cure periods) under any contract or agreement to which it is a party, the effect of which default will materially adversely affect the performance by Mortgagor of its obligations pursuant to and as contemplated by the terms and provisions of this Amendment and the Loan Documents as modified by this Amendment.

(c) The representations and warranties made by Mortgagor in the Loan Documents, as modified by this Amendment, to which each such person or entity is a party are true, correct, and complete as of the date of this Amendment, except that certain of the "identified leases" referred to in Paragraph 1 of the Lease Assignment have terminated and are no longer in force and effect.

## 10. Miscellaneous.

(a) Mortgagor hereby agrees that each Loan Document, as amended by this Amendment, executed by it remains in full force and effect in accordance with the

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previously existing terms thereof, as amended by this Amendment. The parties acknowledge and agree that the "Loan Documents" do not include the following documents, each of which has terminated: (1) Post Closing Undertaking Agreement; (2) Capital Improvement Escrow Agreement; (3) Lock Box Agreement; and (4) Account Pledge Agreement, each dated December 31, 1993.

(b) As used in the Loan Documents, the definition of "Loan Documents" includes this Amendment and the Cash Management Agreement. The Note, as amended by this Amendment, from and after the date hereof shall be read as a single, integrated document incorporating the changes effected by this Amendment, and all references in the Loan Documents to the "Note" shall be deemed to mean the Note, as modified by this Amendment. The Mortgage, as amended by this Amendment, from and after the date hereof shall be read as a single, integrated document incorporating the changes effected by this Amendment, and all references in the Loan Documents to the "Mortgage" shall be deemed to mean the Mortgage, as modified by this Amendment.

(c) This Amendment shall be construed in accordance with and governed by the internal laws of the State of Illinois.

(d) The parties hereto expressly acknowledge and agree that this Amendment shall not be construed as a novation of the Note, the Mortgage or any other Loan Document.

(e) All of the Premises (as defined in the Mortgage) shall remain in all respects subject to the lien, charge and encumbrance of the Mortgage, as herein modified, and nothing herein contained and nothing done pursuant hereto, shall affect the lien, charge or encumbrance of the Mortgage, as herein modified, or the priority thereof with respect to other liens, charges, encumbrances or conveyances, or release or affect the liability of any part or parties whomsoever, who may now or hereafter be liable under, or on account of, the Loan Documents.

(f) Except as and to the extent expressly amended and modified by this Amendment, the Note, Mortgage, all of the other Loan Documents and all terms, conditions and provisions thereof shall be and remain in all respects valid and in effect, unmodified and unchanged, and they are hereby reaffirmed, ratified and confirmed and shall remain in full force and effect.

(g) As additional consideration for entering into this Amendment, Mortgagor hereby releases and forever discharges Mortgagee, its agents, servants, employees, directors, officers, attorneys, branches, affiliates, parents, subsidiaries, successors and assigns and all persons, firms, corporations and organizations in its behalf of and from all damage, loss, claims, demands, liabilities, obligations, action and causes of action whatsoever that Mortgagor may now have or claim to have against Mortgagee, as of the date hereof, whether presently known or unknown, and of every nature and extent whatsoever on account of, or in any way touching, concerning, arising out of, or founded upon the Loan or the Loan Documents, including, but not limited to, all such loss or damage of any kind heretofore sustained, or that may arise as a consequence of the

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dealings between the parties up to and including the date hereof. This agreement and covenant on the part of Mortgagor is contractual and not a mere recital, and the parties hereto acknowledge and agree that no liability whatsoever is admitted on the part of any party, except the indebtedness herein stated under the Loan or the Loan Documents, and that all agreements and understandings between Mortgagor and Mortgagee are expressed and embodied in the Loan Documents.

(h) Mortgagor hereby represents and warrants that as of the date hereof, Mortgagor has no defenses, claims, offsets or setoffs with regard to the enforcement of the Loan Documents.

(i) The execution and delivery of this Amendment does not constitute a waiver of any default under the Note, Mortgage or any of the other Loan Documents.

(j) Time is hereby declared to be of the essence of this Amendment and of every part hereof.

(k) This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

This instrument is executed by the undersigned Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee only as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

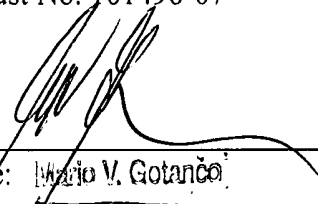
**[Execution Page Follows]**

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IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Loan Documents as of the date first above written.

**MORTGAGOR:**

**CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION**, not personally but solely as Trustee under Trust Agreement dated March 1, 1987 and known as Trust No. 101496-07

By:   
Name: Mario V. Gotanco  
Its: Trust Officer

**BEARLAND VISTAS, INC.**, as sole beneficiary and sole holder of the power of direction under American National Bank and Trust Company of Chicago Trust Agreement dated March 1, 1987 and known as Trust No. 101496-07

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Loan Documents as of the date first above written.

**MORTGAGOR:**

**CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION**, not personally but solely as Trustee under Trust Agreement dated March 1, 1987 and known as Trust No. 101496-07

By: \_\_\_\_\_  
Name:  
Its:

**BEARLAND VISTAS, INC.**, as sole beneficiary and sole holder of the power of direction under American National Bank and Trust Company of Chicago Trust Agreement dated March 1, 1987 and known as Trust No. 101496-07

By:   
Name: Joseph M. Paolucci  
Its: President


**[SIGNATURES CONTINUE ON FOLLOWING PAGE]**



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**MORTGAGEE:**

**SFT I Inc.**, a Delaware corporation

By:  \_\_\_\_\_

Name:

Its:

**Cynthia Tucker  
Senior Vice President**

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STATE OF ILLINOIS )  
 )ss.  
COUNTY OF COOK )

On this, the 26th day of June, 2007, before me, a Notary Public, the undersigned officer, personally appeared Mario V. Gotanco, the ~~Trust Officer~~ of Chicago Title Land Trust Company, as Successor Trustee to LaSalle Bank National Association, not personally but solely as Trustee under Trust Agreement dated March 1, 1987 and known as Trust No. 101496-07, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Seal]



*Denys Vaca*  
Notary Public

My Commission Expires: 4-12-11

Cook County Clerk's Office

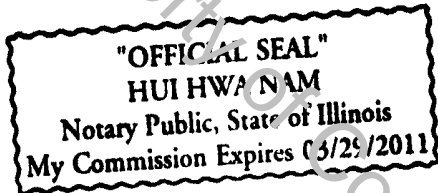
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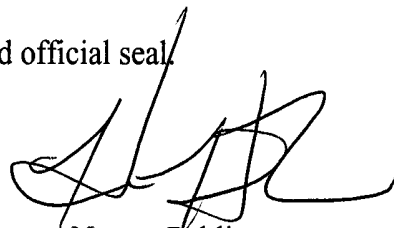
STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

On this, the 25<sup>th</sup> day of June, 2007, before me, a Notary Public, the undersigned officer, personally appeared Joseph M. Paolucci, the President of Bearland Vistas, Inc., as sole beneficiary and sole holder of the power of direction under American National Bank and Trust Company of Chicago Trust Agreement dated March 1, 1987 and known as Trust No. 101496-07, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Seal]



  
Notary Public

My Commission Expires:

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STATE OF Connecticut )  
 )ss.  
COUNTY OF Hartford )

On this, the 25<sup>th</sup> day of June, 2007, before me, a Notary Public, the undersigned officer, personally appeared Cynthia Tucker, the Sr. VP of I SFT I Inc., a Delaware corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that s/he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Seal]

*Mary S. Scalise*  
Notary Public

My Commission Expires:

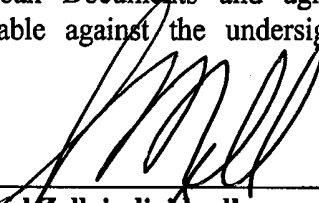
**MARY S. SCALISE**  
**NOTARY PUBLIC**  
**MY COMMISSION EXPIRES MAR. 31, 2012**

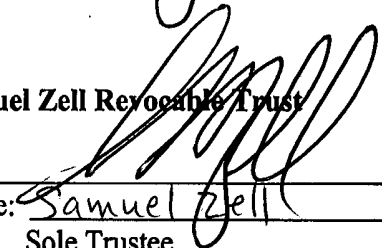
Property of Cook County Clerk's Office

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## JOINDER

The undersigned execute this joinder to the foregoing Third Amendment to Loan Documents for the purposes of acknowledging that the undersigned, as the Indemnitors under that certain Environmental Indemnity dated as of December 31, 1993, executed in connection with the Loan, do hereby consent to the Third Amendment to Loan Documents and agree that the Environmental Indemnity remains valid and enforceable against the undersigned as the Indemnitors thereunder.

  
\_\_\_\_\_  
Samuel Zell, individually

  
Samuel Zell Revocable Trust  
By: \_\_\_\_\_  
Name: Samuel Zell  
Its: Sole Trustee

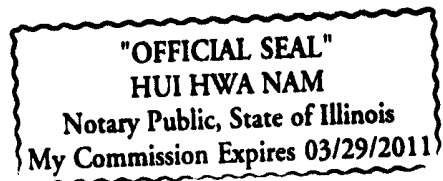
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STATE OF ILLINOIS )  
 )ss.  
 COUNTY OF COOK )

On the 25<sup>th</sup> day of June in the year 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Samuel Zell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public (SEAL)



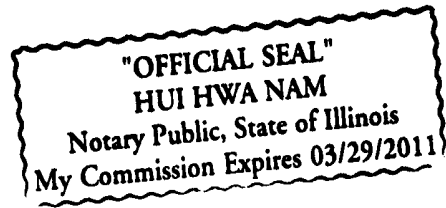
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Notary Public (SEAL)



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## EXHIBIT A

### LEGAL DESCRIPTION

A tract of land comprised of part of Lot 1 and 2 in "Ford City Subdivision" of parts of the North 3/4 of Section 27 and the Southwest 1/4 of Section 22, both in Township 38 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded April 29, 1986 as Document Number 86166800, in Cook County, Illinois, said tract of land bounded and described as follows:

Beginning at a Point on the East line of Lot 2 in "Ford City Subdivision" which is 2506.00 feet, measured perpendicularly East from the West line of Section 27, and 1091.20 feet, measured perpendicularly North from a straight line (hereinafter referred to as Line "A") which extends from a point on said West line of Section 27 which is 644.66 feet South from the Northwest corner of the South 1/2 of said Section, to a point on the East line of said Section 27 which is 619.17 feet South from the Northeast corner of said South 1/2; thence West along a line 1091.20 feet North from and parallel with said Line "A", a distance of 324.00 feet; thence North along a line which is 2182.00 feet East from and parallel with the West line of Section 27, a distance of 196.07 feet to a point on the South line of Lot 1 aforesaid; thence West along said South line (being a line 1287.27 feet North from and parallel with Line "A"), a distance of 966.00 feet; thence North along a line which is 1216.00 feet East from and parallel with the West line of Section 27, a distance of 60.73 feet; thence West along a line which is 1348.00 feet North from and parallel with Line "A", a distance of 115.60 feet; thence South along a line which is 1100.40 feet East from and parallel with the West line of Section 27, a distance of 60.73 feet to a point on the aforementioned South line of Lot 1; thence West along said South line, a distance of 417.95 feet; thence North along a line which is 682.45 feet East from and parallel with the West line of Section 27, a distance of 30.73 feet; thence West along a line which is 1318.00 feet North from and parallel with Line "A", a distance of 39.55 feet; thence South along a line which is 642.90 feet East from and parallel with the West line of Section 27, a distance of 30.73 feet to a point on the South line of Lot 1, aforesaid; thence West along said South line, a distance of 152.35 feet to an intersection with the Northward extension of the West face of an existing building; thence South along said Northward extension and along said West face (being a line 490.55 feet East from and parallel with the West line of Section 27), a distance of 17.31 feet to an intersection with the North face of an existing building; thence West along said North face (being a line 1269.96 feet North from and parallel with Line A), a distance of 70.36 feet to an intersection with the East face of an existing building; thence North along said East face and along the Northward extension of said East face (being a line 420.19 feet East from and parallel with the West line of Section 27, a distance of 17.31 feet to a point on the aforementioned South line of Lot 1; thence West along said South line, a distance of 169.89 feet to an intersection with the Southward extension of the East line of Lot 4 in "Ford City Subdivision" aforesaid; thence North along said Southward extension, a distance of 4.73 feet to the Southeast corner of Lot 4 in "Ford City Subdivision" aforesaid; thence West along the South line of said Lot 4 a distance of 165.30 feet to a point of curve in said Southerly line; thence Northwesterly along said Southerly line, said Southerly line being here an arc of a circle, convex to the Southwest and having a radius of 25.0 feet, an arc distance of 39.27 feet to an intersection with the West line of said Lot 4, being also the East line of said South Cicero Avenue (said East line of said Cicero Avenue being a line



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60.00 feet East from and parallel with the West line of Section 27); thence South along said East line of South Cicero Avenue (said East line being also the East line of said Lot 2 in "Ford City Subdivision"), a distance of 1810.64 feet to the Southwest corner of said Lot 2, said Southwest corner being a point which is 198.82 feet, as measured along the Southward extension of said East line of South Cicero Avenue, North of the intersection of said Southward extension with the South line of the North 1/2 of the Southwest 1/4 of said Section 27; thence Southeastwardly along the Southerly line of said Lot 2 (said Southerly line being here the Northerly line of West 77<sup>th</sup> Street dedicated by Document Number 13112543), a distance of 760.75 feet to an angle point in said Southerly line of said Lot 2; thence Southwardly along a straight line, said line being perpendicular to said South line of the North 1/2 of the Southwest 1/4 of Section 27, a distance of 77.00 feet to an intersection with a line which is 33.00 feet North of and parallel with said South line of the North 1/2 of the Southwest 1/4 of Section 27, said point of intersection being 765.00 feet, as measured along said parallel line, East of the intersection of said parallel line with a line which is 50.00 feet East of and parallel with said West line of Section 27; thence Eastwardly along said line which is 33.00 feet North of and parallel with said South line of the North 1/2 of the Southwest 1/4 of Section 27 (said line being here also the South line of said Lot 2), a distance of 512.33 feet to an intersection with the East line of the West 1/2 of the North 1/2 of the Southwest 1/4 of Section 27; thence Southwardly along said East line of the West 1/2 of the North 1/2 of the Southwest 1/4 of Section 27, a distance of 33.00 feet to the Southeast corner of the West 1/2 of the North 1/2 of the Southwest 1/4, said Southeast corner being also on angle point in said Southerly line of Lot 2; thence Eastwardly along said South line of the North 1/2 of said Southwest 1/4, being also the Southerly line of Lot 2, a distance of 1178.70 feet to the Southeast corner of said Lot 2, said Southeast corner of Lot 2 being 700.55 feet, measured perpendicularly, South of said Line "A"; thence North along said East line of Lot 2 (said East line being a line which is 2506.00 feet, measured perpendicularly, East from said West line of Section 27, a distance of 1791.75 feet to the Point of Beginning.

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## EXHIBIT B

### Example

### Ford City

#### Lease Approval/Net Effective Rent Calculation (example)

Date	6/5/2007
<b><u>Lease Summary</u></b>	
Tenant	XYZ Company
Location of Demised Premises	Interior Mall
Suite	ABC
Square Foot	4,200
Base Rent Per Square Foot	26.00
Rent Increases (Yes/No)	Yes
Increase Amount	1.00
Increase Years	Annually
Average Base Rent Per Square Foot	12.00
Initial Lease Term (Years)	5
Anticipated Lease Commencement Date	7/1/2007
Anticipated Rent Commencement Date	7/1/2007
Lease End Date	6/30/2012
Renewal Option (Yes/No)	Yes
Renewal Term (Years)	5
Renewal Rate	95% Market
Renewal Notice	6 Months
Tenant Lease Termination Option (Yes/No)	No
Termination Month	N/A
Termination Notice	N/A
Termination Fee	N/A
<b><u>Net Effective Rent Calculation</u></b>	
Average Base Rent Per Square Foot (over the Initial Lease Term)	28.00
Recoverable Expenses Per Square Foot (for Initial Lease Year)	<u>14.00</u>
Average Gross Rent	42.00
Tenant Improvements	84,000.00
Leasing Commissions	32,000.00
Additional Lease Related Costs	<u>100,000.00</u>
Total Related Costs	216,000
Total Related Costs Per Square Foot (Over Initial Lease Term)	10.29
Average Gross Rent	42.00
Less Total Related Costs Per Square Foot (Over Initial Lease Term)	<u>10.29</u>

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Net Effective Rent

31.71

**Note:**

Average Gross Rent shall mean the average base rent per square foot for an individual tenant over the Initial Lease Term (defined below) of the proposed lease after giving effect to all scheduled increases in base rent, all forms of additional rent, and all costs and expenses of any sort, to be recovered in the initial lease year, by the landlord from the proposed tenant. Notwithstanding the stated definition, Average Gross Rent shall exclude tenant reimbursements for HVAC related utility expenses and marketing expenses.

For the sake of calculating Net Effective Rent, the **Initial Lease Term** is defined as the time period beginning on the lease commencement date and ending on the first day on which any right that the tenant may have to terminate the lease, or for any reason cease paying rent, prior to the last day of the stated term of the lease would take effect if such a right were to be exercised.

Square Feet represents the average annual square footage leased to the tenant over the Initial Lease Term.

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