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0836618042

PREPARED BY AND WHEN  
RECORDED RETURN TO:

Doc#: 0836618042 Fee: \$68.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/31/2008 11:40 AM Pg: 1 of 17

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525 West Monroe Street  
Chicago, Illinois 60661  
Attn: Gregory P. Pierce, Esq.

Return: J. Stillins  
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177 Ashford Dunwoody Rd.  
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9040792

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## FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING AND OTHER LOAN DOCUMENTS

This **FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING AND OTHER LOAN DOCUMENTS** (this "First Amendment") is entered into as of the 23rd day of December, 2008, by and between **METROPOLITAN LIFE INSURANCE COMPANY**, a New York corporation ("Lender"), and **WELLS REIT-WINDY POINT II, LLC**, a Delaware limited liability company ("Borrower").

### WITNESSETH:

**WHEREAS**, Borrower is the owner in fee simple of that certain parcel of land and the improvements thereon located at 1600 McConnor Pkwy., City of Schaumburg, County of Cook, State of Illinois and legally described on Exhibit A attached hereto and made a part hereof (the "Property").

**WHEREAS**, on March 8, 2006 Lender made a loan to Borrower in the amount of Forty Million Three Hundred Thousand and 00/100 Dollars (\$40,300,000.00) (the "Loan"). In connection with the Loan, Borrower executed in favor of Lender that certain Promissory Note, dated as of March 8, 2006, in the original principal amount of \$40,300,000.00 (the "Note"), which Note has a maturity date of April 1, 2016.

**WHEREAS**, the Note and the obligations of Borrower thereunder are secured by, among other things, (1) that certain Mortgage, Security Agreement and Fixture Filing executed by Borrower, dated as of March 8, 2006, and recorded with the Office of the Cook County, Illinois Recorder of

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Deeds on March 14, 2006 as Document No. 0607327098, granting to Lender a first priority perfected security interest in the Property (the "Mortgage"); (2) that certain Assignment of Leases executed by Borrower, dated as of March 8, 2006, and recorded with the Office of the Cook County, Illinois Recorder of Deeds on March 14, 2006 as Document No. 0607327100 (the "Assignment"); and (3) that certain Unsecured Indemnity Agreement executed by Borrower, dated as of March 8, 2006, and recorded with the Office of the Cook County, Illinois Recorder of Deeds on March 14, 2006 as Document No. 0607327099 (the "Indemnity Agreement"). The Note, the Mortgage, the Assignment, and all other instruments or documents evidencing, securing or in any way relating to the Loan are hereinafter referred to collectively as the "Loan Documents". The Indemnity Agreement is not a Loan Document and shall survive repayment of the Loan, but shall not apply to events arising solely after foreclosure. Any defined terms contained in this First Amendment and not otherwise defined herein shall have the meanings ascribed to such terms in the Mortgage.

**WHEREAS**, pursuant to Section 15.06 of the Mortgage and Section 21 of the Note, the Mortgage and the Note are cross defaulted and cross collateralized with (1) that certain Mortgage, Security Agreement and Fixture Filing executed by Wells REIT-Chicago Center Owner, LLC, a Delaware limited liability company ("Aon Borrower"), dated as of April 20, 2004, and recorded with the Office of the Cook County, Illinois Recorder of Deeds on April 27, 2004 as Document No. 0411831095 (the "Original Mortgage"), which Original Mortgage granted to Lender a first priority perfected security interest in that certain parcel of land and the improvements thereon located at 200 East Randolph Street, City of Chicago, County of Cook, State of Illinois, commonly known as Aon Center and legally described on Exhibit B attached hereto and made a part hereof (the "Aon Center"), as modified by that certain Loan Modification Agreement, Amendment to Mortgage, Security Agreement and Fixture Filing, Other Loan Documents and Unsecured Indemnity Agreement executed by Aon Borrower and Lender, dated as of March 8, 2006, and recorded with the Office of the Cook County, Illinois Recorder of Deeds on March 14, 2006 as Document No. 0607327107 (the "Original Mortgage Modification"; the Original Mortgage and the Original Mortgage Modification are referred to herein collectively as, the "Aon Mortgage"), which Aon Mortgage secures a loan from Lender to Aon Borrower in the maximum principal amount of \$225,000,000.00 (the "Aon Loan") and (2) that certain Promissory Note B executed by Aon Borrower, dated as of March 8, 2006, in the original principal amount of \$25,000,000.00 ("Note B"), which Note B evidences eleven and eleven hundredths percent (11.11%) of the Aon Loan secured by the Aon Mortgage.

**WHEREAS**, pursuant to Section 20(b) of Note B and Section 15.06(b) of the Aon Mortgage, Aon Borrower may cause the cross-collateralization and cross-default of the Note and the Mortgage with Note B and the Aon Mortgage to be released at any such time as Aon Borrower has provided evidence sufficient to Lender, in Lender's sole but reasonable discretion, that Aon Borrower has invested Capital (as defined in the Aon Mortgage) in the Aon Center equal to \$25,000,000.00.

**WHEREAS**, Aon Borrower has provided Lender with evidence that Aon Borrower has invested Capital in the Aon Center equal to \$25,000,000.00.

**NOW, THEREFORE**, for and in consideration of the covenants and agreements hereinafter set forth, and also in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration in hand paid to Lender by Borrower, the parties hereto agree as follows:

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1. **Incorporation of Recitals.** The recitals to this First Amendment are hereby incorporated into and made a part of this First Amendment as if fully set forth herein, and shall constitute covenants and representations of Borrower and shall be binding upon and enforceable against Borrower.

2. **Acknowledgment.** Lender acknowledges that Aon Borrower has provided Lender with evidence sufficient to Lender that Aon Borrower has invested Capital in the Aon Center equal to \$25,000,000.00, and therefore, has complied with the requirements set forth in Section 20(b) of Note B and Section 15.06(b) of the Aon Mortgage to release the cross-collateralization and cross-default of the Note and the Mortgage with Note B and the Aon Mortgage.

3. **Release.** Lender hereby fully, unconditionally and irrevocably releases the cross-collateralization and cross-default of the Note and the Mortgage with Note B and the Aon Mortgage.

4. **Amendments to Note.** The Note is hereby amended as follows:

(a) The following provision set forth in Section 21 of the Note, which provision begins on the second line of page nine and ends on the tenth line of page nine, is hereby deleted in its entirety:

“Notwithstanding the foregoing, it is agreed that (i) Holder may not recover any proceeds from the sale of the Aon Property (as defined in Schedule A) until such time as the holder of that portion of the Loan evidenced by the Aon Note (as defined in Schedule B) has received all amounts due and owing under the Aon Note, and (ii) the holder of that portion of the Loan evidenced by the Aon Note may not recover any proceeds from the sale of the Property or any of the properties encumbered by the Other Mortgages (other than a sale of the Aon Property) until Holder has received all amounts due and owing under that portion of the Loan evidenced by this Note and all other Notes except the Aon Note.”

(b) Item No. 3 set forth on Schedule A to the Note is hereby deleted in its entirety.

(c) Item No. 3 set forth on Schedule B to the Note is hereby deleted in its entirety.

5. **Amendments to Mortgage.** The Mortgage is hereby amended as follows:

(a) The following provision set forth in Section 15.06 of the Mortgage, which provision begins on the sixth line of page thirty-six and ends on the thirteenth line of page thirty-six, is hereby deleted in its entirety:

“Notwithstanding the foregoing, it is agreed that (i) Holder may not recover any proceeds from the sale of the Aon Property (as defined in Schedule A) until such time as the holder of that portion of the Loan evidenced by the Aon Note (as defined in Schedule B) has received all amounts due and owing under the Aon Note and (ii) the holder of that portion of the Loan

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evidenced by the Aon Note may not recover any proceeds from the sale of the Property or any of the properties encumbered by the Other Mortgages (other than a sale of the Aon Property) until Holder has received all amounts due and owing under that portion of the Loan evidenced by this Note and all other Notes except the Aon Note.”

(b) Item No. 3 set forth on Exhibit C to the Mortgage is hereby deleted in its entirety.

(c) Item No. 3 set forth on Exhibit D to the Mortgage is hereby deleted in its entirety.

6. **Agreements Continue.** All the terms, provisions, stipulations, powers, and covenants in the Loan Documents and the Indemnity Agreement are hereby ratified and confirmed and shall stand and remain unchanged and in full force and effect and shall be binding upon all parties thereto, including, without limitation, Section 21 of the Note and Section 15.06 of the Mortgage, except as otherwise changed or modified in express terms by this First Amendment.

7. **Covenants and Warranties of Borrower.** Borrower hereby reaffirms in their entirety all of the covenants, agreements, representations and warranties listed in each of the Loan Documents and the Indemnity Agreement, as of the date hereof, except, that with respect to the representation of Borrower set forth in Section 5.01(a) of the Mortgage, Borrower hereby reaffirms such representation as of the date hereof, subject to and as modified by the representation made in Section 7(h) below, and Borrower further represents and covenants to Lender, and acknowledges that:

(a) As of the date hereof, the Loan Documents as amended are in full force and effect, and Borrower is not in default in the payment of any sums, charges or obligations under the Loan Documents or in the payment or performance of any covenants, agreements or conditions of Borrower contained in the Loan Documents. Following the execution and delivery of this First Amendment, the Loan Documents continue to be the legal, valid and binding obligations of Borrower, enforceable in accordance with their respective terms, subject to the limitations imposed by general principles of equity;

(b) Borrower is in good standing and is validly existing under the law of the State of its formation or organization and in the State where the Property is located and has the requisite power and authority to execute and deliver this First Amendment and to perform the Loan Documents and the Indemnity Agreement. The execution and delivery of this First Amendment and the performance of the Loan Documents and the Indemnity Agreement have been duly authorized by all requisite action by or on behalf of Borrower. This First Amendment has been duly executed and delivered on behalf of Borrower;

(c) There is no litigation or proceedings pending, or to the best of Borrower's knowledge threatened, against the Property or Borrower which could, if adversely determined, cause a material adverse change with respect to Borrower or the Property;

(d) No consent, approval or authorization of or declaration, registration or filing with any governmental authority or non-governmental person or entity, including any creditor, partner, or member of Borrower, is required in connection with the execution, delivery and performance of this First Amendment other than the recordation of this First Amendment.

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Neither Borrower, nor any member in Borrower is insolvent and there has been no: (i) assignment made for the benefit of the creditors of any of them; (ii) appointment of a receiver for any of them or for the property of any of them; or (iii) bankruptcy, reorganization, or liquidation proceeding instituted by or against any of them;

(e) As of the date hereof, Borrower has no right or claim of set-off, discount, deduction, defense or counterclaim or any other claim that could be asserted in any action brought to enforce the Loan Documents or the Indemnity Agreement or otherwise asserted against Lender in connection with the Loan;

(f) Borrower represents and warrants that from and after the date hereof the liens of the Loan Documents shall secure the Note to the same extent as if the amendments made herein were set forth and described in the Loan Documents;

(g) Borrower represents and warrants that Lender is not in default of any obligations under the Loan Documents or the Indemnity Agreement;

(h) As of the date hereof, there are no leases or occupancy agreements affecting the Property except the leases to those tenants listed on Exhibit C attached hereto and made a part hereof (such leases are referred to herein collectively as, the "Existing Leases"), and Borrower has delivered to Lender true, correct and complete copies of all Existing Leases, including all amendments thereto, and all guaranties and amendments of guaranties given in connection with the Existing Leases, as are required by the Mortgage to be delivered to Lender; and

(i) Borrower hereby unconditionally, irrevocably, absolutely and forever waives and surrenders any and all defenses, setoffs, claims, counterclaims or deductions against Lender, the Loan or the enforcement thereof by Lender against Borrower and the Property, arising out of or related to any facts, circumstances, events or happenings occurring on or prior to the date hereof.

8. **No Waiver.** Notwithstanding anything contained in this First Amendment to the contrary or any prior act of Lender or any procedure established by Lender with regard to the Loan, Borrower acknowledges and agrees that Lender has not heretofore waived any of its rights or remedies under the Loan Documents or the Indemnity Agreement nor has Lender waived any of the duties or obligations of Borrower thereunder. No waiver by Lender of any covenant or condition under the Loan Documents or the Indemnity Agreement shall be deemed a subsequent waiver of the same or any other covenant or condition. No covenant, term or condition of the Loan Documents or the Indemnity Agreement shall be deemed waived by Lender unless waived in writing.

## 9. **Miscellaneous.**

(a) Time is of the essence with respect to the payment, performance and observance of each and every covenant, agreement, condition, representation, warranty and obligation of Borrower under the Loan Documents and the Indemnity Agreement.

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(b) This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute and be taken as one and the same instrument.

(c) None of the covenants, terms or conditions of this First Amendment shall in any manner be altered, waived, modified, changed or abandoned, except by written instrument, duly signed and delivered by all the parties hereto.

(d) This First Amendment contains the entire agreement between the parties hereto as to the subject matter hereof and there are no other terms, obligations, covenants, representations, warranties, statements or conditions, oral or otherwise, of any kind with respect to the subject matter hereof.

(e) In the event of any inconsistency between the terms of the Loan Documents and the Indemnity Agreement and the terms of this First Amendment, the terms of this First Amendment shall control.

**[Remainder of Page Intentionally Left Blank;  
Signature Page Follows]**

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IN WITNESS WHEREOF, Lender and Borrower have executed this First Amendment as of the date first above written.

**LENDER:**

**METROPOLITAN LIFE INSURANCE COMPANY**, a New York corporation

By: *Elizabeth Clark*  
Name: ELIZABETH S. CLARK  
Its: DIRECTOR

*AME Windy*

**BORROWER:**

**WELLS REIT-WINDY POINT II, LLC**, a Delaware limited liability company

By: Piedmont Operating Partnership, L.P., a Delaware limited partnership, its sole member

By: Piedmont Office Realty Trust, Inc., a Maryland corporation, its sole general partner

By: *Robert E. Bowers* *ROB*  
Name: Robert E. Bowers  
Its: Executive Vice President

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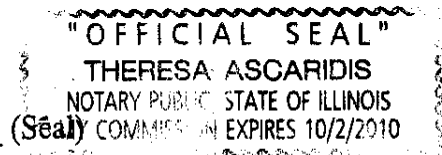
STATE OF Illinois )  
 ) ss.  
COUNTY OF Cook )

On December 22, 2008, before me, Theresa Ascaridis a Notary Public, personally appeared Elizabeth S. Clark, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal. (

Signature Theresa Ascaridis

My commission expires: 10/2/2010






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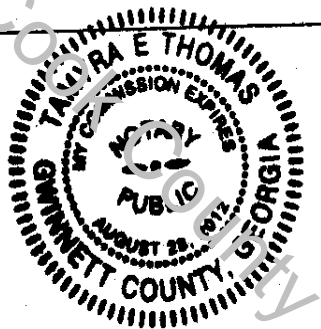
STATE OF Georgia )  
 ) ss.  
COUNTY OF Gwinnett )

On December 3, 2008, before me, Tamyra E. Thomas a Notary Public, personally appeared Robert E. Bowers, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature  (Seal)

My commission expires: \_\_\_\_\_



Clerk's Office

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## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:

LOT 2 IN WINDY POINT OF SCHAUMBURG, A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 41 NORTH RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 99137488, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PERPETUAL NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS, UTILITIES, STORM DRAINAGE, PARKING AND SIGNAGE FOR THE BENEFIT OF PARCEL 1 AFORESAID, AS SET FORTH IN THE DECLARATION OF COVENANTS, RESTRICTIONS, RECIPROCAL RIGHTS AND EASEMENTS FOR WINDY POINT OF SCHAUMBURG SUBDIVISION RECORDED FEBRUARY 9, 1999 AS DOCUMENT NUMBER 99137489 AND AS AMENDED BY FIRST AMENDMENT RECORDED AS DOCUMENT NUMBER 99474175 AND BY SECOND AMENDMENT RECORDED AS DOCUMENT NUMBER 09025166.

COMMONLY KNOWN AS: 1600 MCCONNOR PKWY., SCHAUMBURG, ILLINOIS

P.I.N.: 07-12-400-053-0000

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## EXHIBIT B

### LEGAL DESCRIPTION OF AON CENTER

#### PARCEL 1:

A PARCEL OF LAND, BEING A PART OF THE LANDS LYING EAST OF AND ADJACENT TO THAT PART OF THE SOUTHWEST FRACTIONAL 1/4 OF FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; INCLUDED WITHIN FORT DEARBORN ADDITION TO CHICAGO, BEING THE WHOLE OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PARCEL OF LAND IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF NORTH STETSON AVENUE, AS SHOWN AND DEFINED ON THE PLAT TITLED "PLAT OF MID-AMERICA, A RESUBDIVISION OF THE PRUDENTIAL AND ILLINOIS CENTRAL SUBDIVISION", AND RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS ON NOVEMBER 20, 1957 AS DOCUMENT 17069914, WITH THE NORTH LINE EXTENDED EAST, OF EAST RANDOLPH STREET, THENCE NORTH ALONG SAID EAST LINE OF NORTH STETSON AVENUE, BEING A LINE WHICH IS 451.50 FEET, MEASURED PERPENDICULARLY, EAST FROM AND PARALLEL WITH THE EAST LINE OF NORTH BEAUBIEN COURT, A DISTANCE OF 386.193 FEET; THENCE EAST, ALONG A LINE, WHICH IS PERPENDICULAR TO SAID EAST LINE OF NORTH STETSON AVENUE, A DISTANCE OF 332.541 FEET; THENCE SOUTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 28.284 FEET TO A POINT, WHICH IS 352.541 FEET, MEASURED PERPENDICULARLY EAST FROM SAID EAST LINE OF NORTH STETSON AVENUE, AND 20.00 FEET, MEASURED PERPENDICULARLY, SOUTH FROM SAID LAST DESCRIBED COURSE EXTENDED EAST; THENCE SOUTH ALONG A LINE, WHICH IS 352.541 FEET, MEASURED PERPENDICULARLY, EAST FROM AND PARALLEL WITH SAID EAST LINE OF NORTH STETSON AVENUE, A DISTANCE OF 369.993 FEET TO AN INTERSECTION WITH SAID NORTH LINE OF EAST RANDOLPH STREET, EXTENDED EAST; THENCE WEST ALONG SAID NORTH LINE OF EAST RANDOLPH STREET, EXTENDED EAST, A DISTANCE OF 352.561 FEET TO THE POINT OF BEGINNING, (EXCEPTING FROM THE WEST 22.00 FEET OF SAID PARCEL OF LAND, THAT PART THEREOF, WHICH LIES BELOW AND EXTENDS DOWNWARD FROM A HORIZONTAL PLANE, HAVING AN ELEVATION OF 12.50 FEET ABOVE THE CHICAGO CITY DATUM, BEING THAT PART OF SAID PARCEL OF LAND DEDICATED FOR SUBWAY PURPOSES BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON FEBRUARY 25, 1972 AS DOCUMENT 21817981).

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## PARCEL 2:

A CERTAIN PARCEL OF LAND LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING THE WHOLE OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL COMPRISING THAT PART OF THE SOUTH 1/2 OF EAST LAKE STREET, LYING BETWEEN THE EASTERLY LINE OF NORTH STETSON AVENUE AND THE WESTERLY LINE OF NORTH COLUMBUS DRIVE, AS DEFINED IN THE AMENDATORY LAKE FRONT ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON SEPTEMBER 17, 1969 RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON APRIL 10, 1970 AS DOCUMENT 21132412, ("1969 AMENDATORY LAKE FRONT ORDINANCE") SAID PARCEL, BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF NORTH STETSON AVENUE, AS SHOWN AND DEFINED ON THE PLAT TITLED "PLAT OF MID-AMERICA, A RESUBDIVISION OF THE PRUDENTIAL AND ILLINOIS CENTRAL SUBDIVISION", AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON NOVEMBER 20, 1957 AS DOCUMENT 17069914, WITH THE NORTH LINE EXTENDED EAST, OF EAST RANDOLPH STREET; THENCE NORTH ALONG SAID EAST LINE OF NORTH STETSON AVENUE, BEING A LINE WHICH IS 451.50 FEET, MEASURED PERPENDICULARLY, EAST FROM AND PARALLEL WITH THE EAST LINE OF NORTH BEAUBIEN COURT, A DISTANCE OF 386.193 FEET FOR A POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE NORTH ALONG THE EAST LINE OF NORTH STETSON AVENUE, EXTENDED NORTH, A DISTANCE OF 37 FEET; THENCE EAST ALONG A LINE, WHICH IS PERPENDICULAR TO SAID EAST LINE OF NORTH STETSON AVENUE EXTENDED, A DISTANCE OF 352.541 FEET; THENCE SOUTH AND PARALLEL WITH SAID EAST LINE OF NORTH STETSON AVENUE EXTENDED, A DISTANCE OF 57.00 FEET; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE TO A POINT 332.541 FEET, EASTERLY OF AND PERPENDICULAR TO THE POINT OF BEGINNING ON THE NORTH LINE OF THE PREMISES CONVEYED IN DEED DATED OCTOBER 2, 1969 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 20977373; THENCE WEST ALONG SAID NORTH LINE 332.541 FEET TO THE POINT OF BEGINNING, ALL OF SAID PROPERTY BEING PART OF THE LANDS LYING EAST OF AND ADJACENT TO THAT PART OF THE SOUTHWEST FRACTIONAL 1/4 OF FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; INCLUDED WITHIN FORT DEARBORN ADDITION TO CHICAGO, BEING THE WHOLE OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (EXCEPT THE PORTION OF THE ABOVE DESCRIBED PROPERTY DEDICATED TO THE CITY OF CHICAGO FOR STREET PURPOSES PURSUANT TO THE 1969 AMENDATORY LAKEFRONT ORDINANCE, WHICH EXCEPTED PORTION LIES BELOW A PLANE EXTENDING HORIZONTALLY NORTHWARD FROM THE SOUTH LINE OF THE ABOVE DESCRIBED PROPERTY, THE PROFILE OF WHICH PLANE AS VIEWED FROM THE SOUTH) IS DESCRIBED AS FOLLOWS:

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BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF NORTH COLUMBUS DRIVE WITH THE SOUTH LINE OF THE ABOVE DESCRIBED PARCEL (SAID SOUTH LINE BEING COINCIDENTAL WITH THE CENTERLINE OF EAST LAKE STREET, 74.00 FEET WIDE) SAID POINT BEING AT AN ELEVATION OF 41.360 FEET ABOVE CHICAGO CITY DATUM; THENCE WEST ON A STRAIGHT INCLINED LINE TO A POINT OF VERTICAL CURVE, WHICH IS 100.54 FEET, MEASURED HORIZONTALLY, FROM SAID WEST LINE OF NORTH COLUMBUS DRIVE, SAID POINT BEING AT AN ELEVATION OF 42.121 FEET ABOVE THE CHICAGO CITY DATUM; THENCE WEST ALONG A 100.00 FOOT VERTICAL (PARABOLIC) CURVE, THE TANGENT LINES OF WHICH INTERSECT AT A POINT 150.54 FEET, MEASURED HORIZONTALLY, WEST FROM SAID WEST LINE OF NORTH COLUMBUS DRIVE AT AN ELEVATION OF 42.500 FEET ABOVE THE CHICAGO CITY DATUM, TO THE POINT OF TANGENCY OF SAID VERTICAL CURVE, WHICH IS 200.54 FEET, MEASURED HORIZONTALLY, WEST FROM SAID WEST LINE OF NORTH COLUMBUS DRIVE, SAID POINT OF TANGENCY BEING AT AN ELEVATION OF 41.805 FEET ABOVE THE CHICAGO CITY DATUM; THENCE WEST ON A STRAIGHT INCLINED LINE TO A POINT OF VERTICAL CURVE, WHICH IS 305.54 FEET, MEASURED HORIZONTALLY, FROM SAID WEST LINE OF NORTH COLUMBUS DRIVE, SAID POINT OF VERTICAL CURVE BEING AT AN ELEVATION OF 40.347 FEET ABOVE THE CHICAGO CITY DATUM; THENCE WEST ALONG A 50.00 FOOT VERTICAL (PARABOLIC) CURVE, A DISTANCE OF 47.001 FEET, MEASURED HORIZONTALLY TO THE EAST LINE OF NORTH STETSON AVENUE EXTENDED, SAID POINT ON THE VERTICAL CURVE, BEING AT AN ELEVATION OF 40.001 FEET ABOVE THE CHICAGO CITY DATUM, THE TANGENT LINES OF SAID VERTICAL CURVE INTERSECT AT A POINT 330.54 FEET, MEASURED HORIZONTALLY, WEST FROM SAID WEST LINE OF NORTH COLUMBUS DRIVE AT AN ELEVATION 40.000 FEET ABOVE THE CHICAGO CITY DATUM AND THE POINT OF TANGENCY OF SAID VERTICAL CURVE, BEING 355.54 FEET, MEASURED HORIZONTALLY, WEST FROM SAID WEST LINE OF NORTH COLUMBUS DRIVE, AT AN ELEVATION OF 40.000 FEET ABOVE THE CHICAGO CITY DATUM).

## PARCEL 3:

A CERTAIN PARCEL OF LAND LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING THE WHOLE OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL COMPRISING THAT PART OF THE NORTH 1/2 OF EAST LAKE STREET, LYING BETWEEN THE EASTERLY LINE OF NORTH STETSON AVENUE AND THE WESTERLY LINE OF NORTH COLUMBUS DRIVE, AS DEFINED IN THE AMENDATORY LAKE FRONT ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON SEPTEMBER 17, 1969 RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON APRIL 10, 1970 AS DOCUMENT 21132412 ("1969 AMENDATORY LAKE FRONT ORDINANCE"), SAID PARCEL BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF NORTH STETSON AVENUE, 74.00 FEET WIDE, AS SAID NORTH STETSON AVENUE IS SHOWN AND DEFINED ON THE PLAT TITLED "PLAT OF MID-AMERICA, A RESUBDIVISION OF THE PRUDENTIAL AND ILLINOIS CENTRAL SUBDIVISION" AND RECORDED IN THE

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RECORDER'S OFFICE OF SAID COOK COUNTY, ILLINOIS ON NOVEMBER 20, 1957 AS DOCUMENT 17069914, WITH THE NORTH LINE OF EAST LAKE STREET, 74.00 FEET WIDE, AS SAID EAST LAKE STREET IS DEFINED IN THE 1969 AMENDATORY LAKE FRONT ORDINANCE (SAID POINT OF INTERSECTION BEING 460.193 FEET MEASURED ALONG SAID EAST LINE OF NORTH STETSON AVENUE NORTH FROM THE POINT OF INTERSECTION OF SAID EAST LINE WITH THE NORTH LINE, EXTENDED EAST OF EAST RANDOLPH STREET); THENCE SOUTH ALONG SAID EAST LINE OF NORTH STETSON AVENUE, A DISTANCE OF 37.00 FEET TO THE NORTHERLY LINE OF THE PROPERTY CONVEYED TO STANDARD OIL COMPANY, AN INDIANA CORPORATION BY DEED DATED OCTOBER 2, 1969 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 20977375; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF NORTH STETSON AVENUE, (SAID PERPENDICULAR LINE BEING THE NORTH LINE OF THE PROPERTY CONVEYED TO STANDARD OIL COMPANY, AN INDIANA CORPORATION BY DEED RECORDED IN SAID RECORDER'S OFFICE AS DOCUMENT 20977375), A DISTANCE OF 352.541 FEET TO AN INTERSECTION WITH THE WEST LINE OF NORTH COLUMBUS DRIVE, AS SAID NORTH COLUMBUS DRIVE WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON JUNE 5, 1973 AS DOCUMENT 21925615; THENCE NORTH ALONG SAID WEST LINE OF NORTH COLUMBUS DRIVE, A DISTANCE OF 37.00 FEET TO THE SOUTH LINE OF THE ADJOINING PROPERTY; THENCE WEST ALONG A LINE, WHICH IS PERPENDICULAR TO SAID EAST LINE OF NORTH STETSON AVENUE, A DISTANCE OF 352.541 FEET TO THE POINT OF BEGINNING, (EXCEPT THE PORTION OF THE ABOVE DESCRIBED PROPERTY DEDICATED TO THE CITY OF CHICAGO FOR STREET PURPOSES PURSUANT TO THE 1969 AMENDATORY LAKEFRONT ORDINANCE, WHICH EXCEPTED PORTION LIES BELOW A PLANE EXTENDING HORIZONTALLY NORTHWARD FROM THE SOUTH LINE OF THE ABOVE DESCRIBED PROPERTY, THE PROFILE OF WHICH PLANE (AS VIEWED FROM THE SOUTH) IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF NORTH COLUMBUS DRIVE, WITH THE SOUTH LINE OF THE ABOVE DESCRIBED PARCEL (SAID SOUTH LINE BEING COINCIDENTAL WITH THE CENTERLINE OF EAST LAKE STREET, 74.00 FEET WIDE) SAID POINT BEING AT AN ELEVATION OF 41.360 FEET ABOVE THE CHICAGO CITY DATUM; THENCE WEST ON A STRAIGHT INCLINED LINE TO A POINT OF VERTICAL CURVE, WHICH IS 100.54 FEET, MEASURED HORIZONTALLY, FROM SAID WEST LINE OF NORTH COLUMBUS DRIVE, SAID POINT BEING AT AN ELEVATION OF 42.121 FEET ABOVE THE CHICAGO CITY DATUM; THENCE WEST ALONG A 100.00 FOOT VERTICAL (PARABOLIC) CURVE, THE TANGENT LINES OF WHICH INTERSECT AT A POINT 150.54 FEET, MEASURED HORIZONTALLY, WEST FROM SAID WEST LINE OF NORTH COLUMBUS DRIVE AT AN ELEVATION OF 42.500 FEET ABOVE THE CHICAGO CITY DATUM, TO THE POINT OF TANGENCY OF SAID VERTICAL CURVE, WHICH IS 200.54 FEET, MEASURED HORIZONTALLY, WEST FROM SAID WEST LINE OF NORTH COLUMBUS DRIVE, SAID POINT OF TANGENCY BEING AT AN ELEVATION OF 41.805 FEET ABOVE THE CHICAGO CITY DATUM; THENCE WEST ON A STRAIGHT INCLINED LINE TO A POINT OF VERTICAL CURVE, WHICH IS 305.54 FEET, MEASURED HORIZONTALLY, FROM SAID WEST LINE OF NORTH COLUMBUS DRIVE, SAID POINT

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OF VERTICAL CURVE BEING AT AN ELEVATION OF 40.347 FEET ABOVE THE CHICAGO CITY DATUM; THENCE WEST ALONG A 50.00 FOOT VERTICAL (PARABOLIC) CURVE, A DISTANCE OF 47.001 FEET MEASURED HORIZONTALLY TO THE EAST LINE, OF NORTH STETSON AVENUE EXTENDED, SAID POINT ON THE VERTICAL CURVE, BEING AT AN ELEVATION OF 40.001 FEET ABOVE THE CHICAGO CITY DATUM, THE TANGENT LINES OF SAID VERTICAL CURVE INTERSECT AT A POINT 330.54 FEET, MEASURED HORIZONTALLY, WEST FROM SAID WEST LINE OF NORTH COLUMBUS DRIVE AT AN ELEVATION OF 40.000 FEET ABOVE THE CHICAGO CITY DATUM AND THE POINT OF TANGENCY OF SAID VERTICAL CURVE BEING 355.54 FEET, MEASURED HORIZONTALLY, WEST FROM SAID WEST LINE OF NORTH COLUMBUS DRIVE, AT AN ELEVATION OF 40.000 FEET ABOVE THE CHICAGO CITY DATUM)

#### PARCEL 4:

EASEMENT IN FAVOR OF PARCELS 1, 2 AND 3 AS CREATED BY THAT CERTAIN CROSS EASEMENT AND OPERATING AGREEMENT DATED AS OF DECEMBER 14, 1990 BY AND BETWEEN PRUDENTIAL PLAZA ASSOCIATES, AN ILLINOIS JOINT VENTURE, AND AMPROP FINANCE COMPANY, AN INDIANA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MAY 24, 1991 AS DOCUMENT 91248078, FOR USE OF THE "EASEMENT CORRIDOR" AND THE "BRIDGE" AS "EASEMENT CORRIDOR" AND "BRIDGE" ARE DEFINED THEREIN, FOR ACCESS, INGRESS AND EGRESS OF PEDESTRIAN TRAFFIC; FOR INSTALLATION AND MAINTENANCE OF UTILITY FACILITIES, FIBER OPTIC CABLES AND CONDUITS, TELECOMMUNICATION CABLES AND CONDUITS, AND MAIL CONVEYOR SYSTEM CABLES AND CONDUITS; FOR CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, REPAIR AND IMPROVEMENTS TO THE BRIDGE STRUCTURE; AND FOR OTHER PURPOSES; SAID EASEMENTS AND OTHER RIGHTS ARE MORE PARTICULARLY DEFINED IN SAID CROSS EASEMENT AND OPERATING AGREEMENT, OVER, UPON AND ACROSS THE AREAS THEREIN DESIGNATED, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 200 E. RANDOLPH STREET, CHICAGO, IL 60601

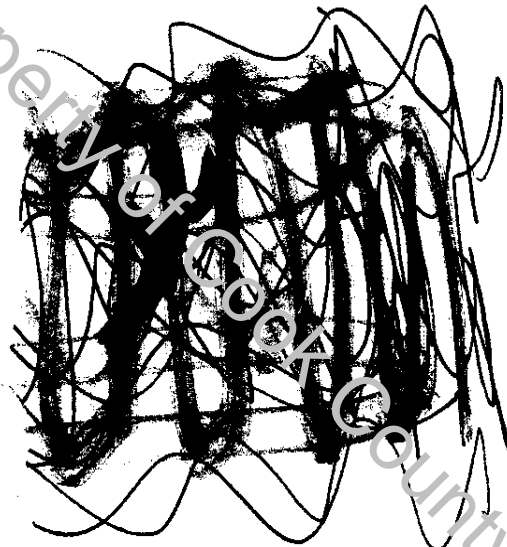
P.I.N. 17-10-316-027-0000

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## EXHIBIT C

### LIST OF TENANTS UNDER EXISTING LEASES

(Attached)



Property of COQA County Clerk's Office



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Database: <b>PIEDMONT</b>	Rent Roll	Page: <b>1</b>
	WINDY POINT II	Date: <b>10/10/2008</b>
	8/30/2008	Time: <b>11:15</b>

Suite Id	Tenant Name	Start	Rent Dates — Expire	GLA Square Footage	Monthly Base Rent	Annual Rate PSF	Monthly Cost Recovery	Security Deposit	Monthly Other Income	— Future Rent Increases — Date	Monthly Amount	PSF
<b>Occupied Suites</b>												
01523 -100	ZURICH AMERICAN INSURANCI	8/1/2001	8/31/2011	300,034	521,809.13	20.87	340,445.00			RENTO 8/1/2009	537,560.92	21.50
01523 -100AM	(SUBTT) CITICORP NORTH AME	1/1/2004	8/31/2011	0						RENTO 8/1/2010	553,562.73	22.14
01523 -ROOF	VILLAGE OF SCHAUMBURG	10/1/2002	9/30/2007	0					562.75			
01523 -STORG	ZURICH AMERICAN INSURANCI	8/3/2001	8/31/2011	0	3,982.13					RENTO 8/1/2009	4,094.68	0.00
										RENTO 8/1/2010	4,221.70	0.00
<b>Totals:</b>												
	Occupied Sqft	100.00%		300,034	525,791.26		340,445.00	0.00	0.00			
	Vacant Sqft	0.00%		0	(0 Units)							
	Total Sqft			300,034	(1 Units)		0.00		0.00			
	Leased/Unoccupied Sqft			0								
<b>Total WINDY POINT II:</b>												
	Occupied Sqft	100.00%		300,034	525,791.26		340,445.00	0.00	562.75			
	Vacant Sqft	0.00%		0	(0 Units)							
	Total Sqft			300,034	(1 Units)		0.00		0.00			
	Leased/Unoccupied Sqft			0								
<b>Grand Total:</b>												
	Occupied Sqft	100.00%		300,034	525,791.26		340,445.00	0.00	562.75			
	Vacant Sqft	0.00%		0	(0 Units)							
	Total Sqft			300,034	(1 Units)		0.00		0.00			
	Leased/Unoccupied Sqft			0								

Property of Cook County Clerk's Office