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Cook County Recorder of Deeds
Date: 11/10/2009 02:44 PM Pg: 1 of 6

Goulston & Storrs, PC
400 Atlantic Avenue
Boston, MA 02110
Attn: Paige A. Manning, Esq.

SECOND AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

This SECOND AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT (this "Amendment") is made as of November 9, 2009 and effective as of September 18, 2009, by and between INTERCONTINENTAL FUND III 29 NORTH WACKER DRIVE, LLC, a Massachusetts limited liability company ("Mortgagor"), having an address at c/o Intercontinental Real Estate Corporation, 1270 Soldiers Field Road, Boston, Massachusetts 02135, and RBS CITIZENS, NATIONAL ASSOCIATION, a successor in interest to Mellon Bank, N.A., with its principal office at 28 State Street, Boston, Massachusetts 02109 (the "Mortgagee") in connection with the lands and premises more particularly described in Exhibit A attached hereto.

WITNESSETH:

Reference is hereby made to the following facts which constitute the background of this Amendment:

A. Mortgagor is the borrower under that certain Term Loan Agreement with Mortgagee, dated as of June 19, 2001, as amended by that certain First Amendment to Term Loan Agreement dated as of July 6, 2007, as amended by that certain Second Amendment to Term Loan Agreement dated as of June 12, 2008, as amended by that certain Third Amendment to Term Loan Agreement dated as of September 19, 2008, as amended by that certain Fourth Amendment to Term Loan Agreement dated as of even date herewith, as the same may be further amended, modified or supplemented from time to time (the "Loan Agreement"), pursuant to which Mortgagee provided a certain first priority mortgage loan to Mortgagor (the "Loan"). The Loan is evidenced by, among other things, that certain Amended and Restated Note made by Mortgagor in favor of Mortgagee, dated as of September 19, 2008 in the original principal amount of \$12,206,365.00 (as amended, the "Original Note").

B. As security for the Loan and the Secured Obligations (as defined in the Original Mortgage), Mortgagor, among other things, granted to Mortgagee a security interest in and to the Mortgaged Property (as defined in the Original Mortgage) pursuant to that certain Mortgage and Security Agreement, dated as of June 19, 2001 and recorded with the Cook County Recorder of Deeds as Document 0010544468, as amended by that certain First Amendment to Mortgage and

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Security Agreement, dated as of September 19, 2009 and recorded with the Cook County Recorder of Deeds as Document 0831845138 (the "Original Mortgage").

C. Mortgagor has requested that Mortgagee, among other things, extend the Maturity Date of the Loan through March 19, 2010 and add a one-time option to extend the Loan through September 19, 2010.

D. As a condition to extending the Maturity Date as so requested, Mortgagor and Mortgagee have agreed to modify the terms of the Loan in certain respects by, without limitation, decreasing the original principal amount of the Loan from \$12,206,365.00 to \$11,425,305.00, and changing the interest rate of the Loan by amending the Original Note pursuant to that certain First Amendment to Amended and Restated Note dated as of even date herewith (the "Note Amendment").

E. In connection with the foregoing, Mortgagor and Mortgagee have agreed to enter into this Amendment to ratify and confirm that the Mortgage (as defined below) continues to secure the Loan and the Secured Obligations, as the same have been amended and modified by, without limitation, the Fourth Amendment to Term Loan Agreement and the Note Amendment.

F. The Original Mortgage, as modified and amended by this Amendment is hereinafter referred to as the "Mortgage".

G. Capitalized terms used herein which are not otherwise specifically defined shall have the same meaning herein as in the Loan Agreement.

NOW THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency and delivery of which are hereby acknowledged, the Mortgagor and Mortgagee hereby agree as follows:

1. Amendment to Mortgage. The reference to "\$12,206,365.00" in the introductory paragraph of the Mortgage is hereby deleted and "\$11,425,305.00" is substituted in its place.
2. Ratified and Confirmed. Except as expressly amended hereby, the remaining terms and conditions of the Mortgage, and all documents and instruments executed in connection therewith are hereby expressly ratified and confirmed.
3. Further Assurances. Mortgagor shall do, make, execute and deliver all such additional and further acts, things, assurances, and instruments as Mortgagee may reasonably require more completely to carry into effect the provisions and intent of this Amendment.
4. Severability. If any term or provision of this Amendment, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Amendment, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Amendment shall be valid and be enforced to the fullest extent

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permitted by law. If any clause or provision hereof is held to be illegal, invalid or unenforceable, there shall be substituted in lieu thereof a clause or provision as similar in terms to such clause or provision as may be legal, valid or enforceable, as possible.

5. Bind and Inure. The obligations of Mortgagor and Mortgagee hereunder shall be binding upon the successors and assigns of Mortgagor and Mortgagee (but such reference is not intended as a consent to any assignment not specifically permitted by Mortgagee) and shall inure to the benefit of the successors and assigns of the Mortgagee and the Mortgagor.

6. Counterparts. This Amendment may be signed in any number of counterparts, each of which shall be an original for all purposes.

[Signatures on next page]

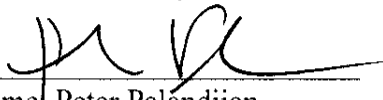
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IN WITNESS WHEREOF, the parties have caused this Second Amendment to Mortgage and Security Agreement to be duly executed and delivered as a sealed instrument as of the date first above written.

MORTGAGOR:

INTERCONTINENTAL FUND III 29 NORTH WACKER DRIVE, LLC, a Massachusetts limited liability company


By: Intercontinental Real Estate Corporation, a Massachusetts corporation, its manager

By: 
Name: Peter Palandjian
Title: President and Treasurer
Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK, ss.

On this 6th day of November, 2009 before me, the undersigned notary public, personally appeared Peter Palandjian, President and Treasurer of Intercontinental Real Estate Corporation, Manager of Intercontinental Fund III 29 North Wacker Drive, LLC, proved to me through satisfactory evidence of identification being a drivers license, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, as the duly authorized President and Treasurer of Intercontinental Real Estate Corporation, a Massachusetts corporation, the manager of Intercontinental Fund III 29 North Wacker Drive, LLC, a Massachusetts limited liability company.


Notary Public
My commission expires **Charleen Bateman**
Notary Public
My Commission Expires
April 23, 2010

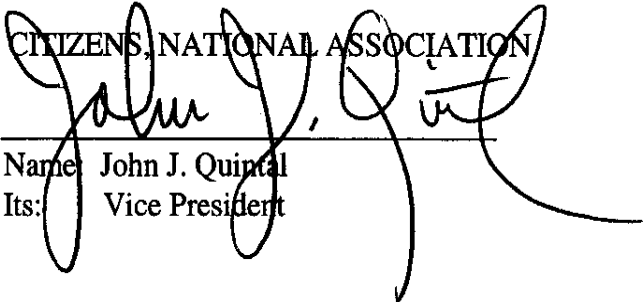
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MORTGAGEE:

RBS CITIZENS, NATIONAL ASSOCIATION

By: _____

Name: John J. Quintal
Its: Vice President



COMMONWEALTH OF MASSACHUSETTS

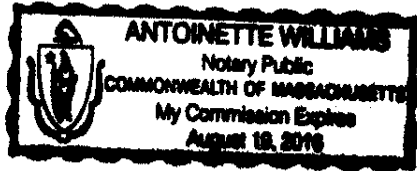
COUNTY OF SUFFOLK, ss.

On this 5 day of November, 2009 before me, the undersigned notary public, personally appeared John J. Quintal, proved to me through satisfactory evidence of identification being a drivers license, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, as a duly authorized Vice President of RBS Citizens, National Association.



Notary Public

My commission expires:



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Exhibit A

Parcel 1:

Lots 1 to 9, both inclusive, in the Assessor's Division of Lot 4 in Block 53 in the original town of Chicago in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Easement for the benefit of Parcel 1 for ingress and egress over and upon the West 6 feet of Lot 3 in Block 53 in original town of Chicago aforesaid, created by agreement made by and between Chicago Telephone Company, a corporation of Illinois and Marie Lefens, and others dated September 13, 1916 and recorded November 9, 1916 as Document Number 5989236 as modified by Instrument dated May 3, 1921 and recorded May 6, 1921 as Document Number 7136314, all in Cook County, Illinois.

Property Address: 29 North Wacker Drive, Chicago, Illinois

Perm Tax#

17-09-453-013-0000