



THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Doc#: 1001344030 Fee: \$64.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 01/13/2010 12:00 PM Pg: 1 of 15

Holland & Knight LLP
131 S. Dearborn Street
30th Floor
Chicago, Illinois 60603
Attn: Francis L. Keldermans, Esq.

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FIFTH MODIFICATION OF LOAN DOCUMENTS

THIS FIFTH MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made as of November 27, 2009, by and among **Wacker Drive No. 301, L.L.C.**, an Illinois limited liability company ("301 LLC"), **Wacker Drive No. 321, L.L.C.**, an Illinois limited liability company ("321 LLC"), (hereinafter 301 LLC and 321 LLC, are referred to collectively as "Borrowers"), and **Columbia Holdings, Ltd.**, an Illinois corporation ("Guarantor") and **FIRST BANK**, a Missouri state chartered bank, as successor in interest to CIB Bank, its successors and assigns ("Lender").

RECITALS

A. 301 LLC owns certain land legally described in Parcel 1 of Exhibit A attached hereto and made a part hereof and commonly known as 301 South Wacker Drive, Chicago, Illinois (together with all buildings and improvements now or hereafter constructed thereon, the "301 Premises").

B. 321 LLC owns certain land legally described in Parcel 2 of Exhibit A attached hereto and made a part hereof and commonly known as 321 South Wacker Drive, Chicago, Illinois (together with all buildings and improvements now or hereafter constructed thereon, the "321 Premises") (hereinafter the 301 Premises and the 321 Premises are collectively referred to as the "Premises").

C. Columbia is an Affiliate of 301 LLC and 321 LLC.

D. Pursuant to the terms and conditions of a certain Loan Agreement between Lender and Borrower dated November 27, 2001 (the "Original Loan Agreement"), Lender made certain loans to 301 LLC, 321 LLC, and Columbia, as follows:

- i. Lender made a revolving mortgage loan to 301 LLC and 321 LLC in the original maximum principal amount of TEN MILLION AND NO/100 DOLLARS (\$10,000,000.00) (the "Ten Million Loan").

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- ii. Lender made a revolving mortgage loan to 301 LLC and 321 LLC in the original maximum principal amount of FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00) (the "Five Million Loan") (the Ten Million Loan and the Five Million Loan are referred to collectively as the "Loans").
 - iii. Lender made a revolving mortgage loan to Guarantor in the original maximum principal amount of TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) (the "Two Million Loan") (the Ten Million Loan, the Five Million Loan and the Two Million Loan are collectively referred to as the "Original Loans").
- E. Borrowers own certain business assets, including, but not limited to, inventory, accounts receivable, equipment, furniture and trade fixtures as more fully described in Exhibit "E" attached to the Original Loan Agreement (the "Assets").
- F. The Original Loans are evidenced by promissory notes as follows:
- i. The Ten Million Loan is evidenced by that certain Mortgage Note made by Borrowers to the order of Lender in the original principal amount of Ten Million and no/100 Dollars (\$10,000,000.00) dated November 27, 2001, as amended by: (i) that certain First Amended and Restated Mortgage Note made by Borrowers to the order of Lender in the original principal amount of Ten Million and no/100 Dollars (\$10,000,000.00) dated November 27, 2002; (ii) that certain Second Amended and Restated Mortgage Note made by Borrowers to the order of Lender in the principal amount of Ten Million and no/100 Dollars (\$10,000,000.00) dated as of November 27, 2003; (iii) that certain Third Amended and Restated Mortgage Note made by Borrowers to the order of Lender in the increased principal amount of Ten Million Forty Thousand Four Hundred Nine and 29/100 Dollars (\$10,040,409.29) dated August 10, 2006; (iv) that certain Fourth Amended and Restated Mortgage Note made by Borrowers and Guarantor to the order of Lender in the further increased principal amount of Fourteen Million and No/100 Dollars (\$14,000,000.00) dated as of May 30, 2007; and (v) that certain Fifth amended and Restated Mortgage Note of even date herewith made by Borrowers and Guarantor to the order of Lender in the principal amount of Twelve Million Two Hundred Fifty Thousand Eight Hundred Forty-Six and 11/100 Dollars (\$12,250,846.11) (collectively, the "Ten Million Note").
 - ii. The Five Million Loan is evidenced by that certain Mortgage Note made by Borrowers to the order of Lender in the original principal amount of Five Million and no/100 Dollars (\$5,000,000.00) dated November 27, 2001, as amended by: (i) that certain First Amended and Restated Mortgage Note made by Borrowers to the order of Lender in the original principal amount of Five Million and no/100 Dollars (\$5,000,000.00) dated November 27, 2002; (ii) that certain Second Amended and Restated Mortgage Note made by Borrowers to the order of Lender in the principal amount of Five Million and no/100 Dollars (\$5,000,000.00) dated November 27, 2003; (iii) that certain Third Amended and Restated Mortgage Note made by Borrowers to the order of Lender in the increased principal amount of Five Million Four Hundred Ninety-Nine Thousand Twenty-Two and 72/100 Dollars (\$5,499,022.72) dated as of August 10, 2006; (iv) that certain Fourth

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Amended and Restated Mortgage Note made by Borrowers to the order of Lender in the further increased principal amount of Six Million Five Hundred Thousand and No/100 Dollars (\$6,500,000.00) dated as of May 30, 2007; and (v) that certain Fifth Amended and Restated Note of even date herewith made by Borrowers to the order of Lender in the principal amount of Six Million Three Hundred Three Thousand Thirty-Nine and 58/100 Dollars (\$6,303,039.58) (collectively, the "Five Million Note") (the Ten Million Note and the Five Million Note are referred to collectively as the "Notes").

iii. The Two Million Loan is evidenced by that certain Mortgage Note made by Guarantor (as the borrower) to the order of Lender in the original principal amount of Two Million and no/100 Dollars (\$2,000,000.00) dated November 27, 2001, as amended by: (i) that certain First Amended and Restated Mortgage Note made by Guarantor to the order of Lender in the original principal amount of Two Million and no/100 Dollars (\$2,000,000.00) dated November 27, 2002; and (ii) that certain Second Amended and Restated Mortgage Note made by Guarantor to the order of Lender in the original principal amount of Two Million and no/100 Dollars (\$2,000,000.00) dated November 27, 2003 (collectively, the "Two Million Note") (The Ten Million Note, the Five Million Note and the Two Million Note are referred to collectively as the "Original Notes").

G. The Notes are secured by, among other things: (i) that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated November 27, 2001 from Borrowers to Lender recorded with the Recorder of Deeds in Cook County, Illinois (the "Recorder's Office") on November 29, 2001, as Document No. 0011119894 securing an indebtedness of \$15,000,000.00 ("Mortgage"); and (ii) a Junior Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated November 27, 2001 from Borrowers to Lender recorded with the Recorder's Office on November 29, 2001, as Document No. 0011119895 securing an indebtedness of \$2,000,000.00 ("Junior Mortgage"), which Mortgage and Junior Mortgage encumber the real property and all improvements thereon legally described and described on Exhibit A hereto ("Property"), (ii) that certain Environmental Indemnity Agreement dated November 27, 2001 from Borrower (as defined therein) and Guarantor to Lender (the "Indemnity Agreement"); (iii) certain other loan documents (the Note, the Mortgage, the Junior Mortgage, the Indemnity Agreement, the other documents evidencing, securing and guarantying the Loans, in their original form and as amended, are sometimes collectively referred to herein as the "Loan Documents").

H. The Original Loans are further secured by Guaranties as follows: (i) from Guarantor to Lender with respect to the Ten Million Loan and the Five Million Loan and (ii) from Borrowers, jointly and severally, to Lender with respect to the Two Million Loan.

I. On or about November 27, 2002, Borrower (as defined therein), Guarantor and Lender entered into that certain First Modification of Loan Documents dated November 27, 2002 (the "First Modification") whereby Borrowers exercised their option to extend the Maturity Date for one year to November 27, 2003 pursuant to Paragraph 3.2 of the Original Loan Agreement.

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J. On or about November 27, 2003, Borrower (as defined therein), Guarantor and Lender entered into that certain Second Modification to Loan Documents ("Second Modification"), pursuant to which Lender agreed to: (i) extend the Maturity Date of the Ten Million Note and the Five Million Note from November 27, 2003 to November 27, 2006; (ii) modify the repayment terms of the Ten Million Note and the Five Million Note; and (iii) extend the Maturity Date of the Two Million Note from November 27, 2003 to November 27, 2004.

K. The Two Million Loan, as evidenced by the Two Million Note, has been repaid in full and is fully satisfied. The Junior Mortgage and the Guaranty from 301 LLC and 321 LLC, jointly and severally, securing the Two Million Note have been released and cancelled.

L. On or about August 10, 2006, Borrowers, Guarantor and Lender entered into that certain Third Modification of Loan Documents (the "Third Modification") recorded in the Recorder's Office on October 2, 2006 as Document No. 0627531114 pursuant to which Lender agreed to: (i) increase the loan availability of the Ten Million Loan by Five Hundred Thousand and no/100 Dollars (\$500,000.00) from the then-current outstanding principal amount of \$9,540,409.29 to \$10,040,409.29; (ii) increase the loan availability of the Five Million Loan by Five Hundred Thousand and no/100 Dollars (\$500,000.00) from the then-current outstanding principal amount of \$4,999,022.72 to \$5,499,022.72; (iii) extend the Maturity Date of the Loans to November 27, 2009; (iv) modify certain payment terms of the Ten Million Note and the Five Million Note; and (v) cross collateralize the Loans with certain property (the "Marion Land") owned by InSite Marion, L.L.C., an Illinois limited liability company ("Marion"), an affiliate of Borrower, located in Marion, Ohio, as more fully described in the Third Modification and made part hereof, and improved with a 150,000 square feet industrial warehouse (the "Marion Building") (the Marion Land, the Marion Building, together with all easements and appurtenances thereto is referred to as the "Additional Collateral").

M. On or about May 30, 2007, Borrowers, Guarantor and Lender entered into that certain Fourth Modification of Loan Documents (the "Fourth Modification") recorded in the Recorder's Office on June 4, 2007 as Document No. 071556008 pursuant to which Lender agreed to, among other things: (i) further increase the principal amount of the Ten Million Note to Fourteen Million and no/100 Dollars (\$14,000,000.00); (ii) increase the principal amount of the Five Million Note to Six Million Five Hundred Thousand and no/100 Dollars (\$6,500,000.00); (iii) reduce the Loan Rate of the Notes to the Additional Interbank Rate (as defined in the Notes) plus 1.65%; (iv) modify certain payment terms of the Notes; (v) establish Reserves for interest payments and tax payments; and (vi) release the Mortgage against the Marion Land upon payment in full of all amounts due to Lender in connection with the loan to Marion. The Loan Agreement, First Modification, Second Modification, Third Modification, Fourth Modification, and this Agreement are referred to collectively as the "Loan Agreement".

N. Borrowers have requested that Lender further modify the Loan Documents in order to, among other things: (i) extend the maturity date of the Ten Million Note and the Five Million Note from November 27, 2009 to May 26, 2010; (ii) reduce the maximum principal amount of the Ten Million Note to Twelve Million Two Hundred Fifty

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Thousand Eight Hundred Forty-Six and 11/100 Dollars (\$12,250,846.11); (iii) reduce the maximum principal amount of the Five Million Note to Six Million Three Hundred Three Thousand Thirty-Nine and 58/100 Dollars (\$6,303,039.58); (iv) provide for certain future reductions in the maximum principal amount of the Loans; and (v) modify certain payment terms of the Notes.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Lender to modify the Loan Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Other Documents.** In connection with the execution of this Agreement, Lender has required, and Borrower has agreed to execute and/or deliver the following documents to Lender:

(a) The Fifth Amended and Restated Mortgage Note in the principal amount of \$12,250,846.11 dated of even date herewith;

(b) The Fifth Amended and Restated Mortgage Note in the principal amount of \$6,303,039.58 dated of even date herewith;

(c) The Third Amended Restated and Reaffirmation of Guaranty dated of even date herewith;

(d) The Manager's Certificate re-certifying:

- (1) The Articles of Organization of 301 LLC;
- (2) The Operating Agreement of 301 LLC; and
- (3) Authorizing Resolutions for 301 LLC

(e) The Manager's Certificate re-certifying:

- (1) The Articles of Organization of 321 LLC;
- (2) The Operating Agreement of 321 LLC; and
- (3) Authorizing Resolutions for 321 LLC

(f) The Secretary's Certificate re-certifying:

- (1) Columbia's Articles of Incorporation;
- (2) Columbia's By-Laws; and

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(3) Columbia's Authorizing Resolutions

(g) A Date Down Endorsement to Loan Policy Number 01-15336 issued by Lawyers Title Insurance Corporation.

2. **Maturity Date.** The Maturity Date of the Notes is hereby extended from November 27, 2009 to May 26, 2010 (the "Maturity Date"). All references to the Maturity date in this Agreement or in any of the other Loan Documents shall mean and refer to May 26, 2010.

3. **Payments; Loan Rate.**

(a) Payment terms for the Ten Million Note and the Five Million Note are hereby modified to provide that Borrowers shall make monthly payments of interest only until the Maturity Date as more fully set forth in the Notes.

(b) The Loan Rate for the Ten Million Note and the Five Million Note is hereby adjusted from the one-month Adjusted Interbank Rate plus 175 basis points to the FIRST BANK Prime Rate plus 200 basis points per annum as defined in, set forth and pursuant to the terms and conditions contained in each of the Notes, provided, however, that at no time shall the Loan Rate on the Ten Million Note or the Five Million Note be less than Seven and one-half percent (7.5%) per annum.

4. **Reductions of Availability.** Borrowers and Lender hereby agree:

(a) to decrease the maximum principal amount of the Ten Million Loan to \$12,250,846.11, which amount represents the current outstanding principal balance on the Ten Million Note.

(b) that, upon any payment of principal, if any, under the Ten Million Note, and without any further action by Lender, Borrowers or Guarantor, the maximum principal amount available to Borrowers under the Loan Agreement (with respect to the Ten Million Note) shall be reduced by the amount of such principal payment such that the new outstanding principal balance shall equal the maximum principal amount available to Borrowers. For the avoidance of doubt, Borrowers and Lender hereby agree that no further advances will be made to Borrowers under the Loan Agreement with respect to the Ten Million Note and no further payments of principal shall be required to be made by Borrower prior to the Maturity Date.

(c) to decrease the maximum principal amount of the Five Million Loan to \$6,303,039.58, which amount represents the current outstanding principal balance on the Five Million Note.

(d) that, upon any payment of principal, if any, under the Five Million Note, and without any further action by Lender, Borrowers or Guarantor, the maximum principal amount available to Borrowers under the Loan Agreement (with respect to the Five Million Note) shall be reduced by the amount of such principal payment such that the new outstanding principal balance shall equal the maximum principal amount available to Borrowers. For the avoidance of doubt, Borrowers and Lender hereby agree that no

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further advances will be made to Borrowers under the Loan Agreement with respect to the Five Million Note and no further payments of principal shall be required to be made by Borrower prior to the Maturity Date.

5. **Furnishing Information.** Borrowers and Guarantor shall:

(a) As soon as available, and in no event later than 120 days after the end of Borrowers' fiscal year, supply Lender with true and correct copies of each Borrower's and Guarantor's financial statements in the form required to be delivered by Borrower and Guarantor under the Loan Documents; and

(b) As soon as available, and in no event later than 120 days after filing, supply Lender with true and correct copies of each Borrower's and Guarantor's filed federal income tax returns.

6. **Representations and Warranties of Borrower.** Borrowers hereby represent, covenant and warrant to Lender as follows:

(a) The representations and warranties in the Loan Agreement, the Mortgage, and the other Loan Documents are true and correct as of the date hereof.

(b) There is currently no Event of Default under the Loan Agreement, the Notes, the Mortgage, or the other Loan Documents and Borrowers do not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Loan Agreement, the Notes, the Mortgage, or the other Loan Documents.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrowers enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) There has been no material adverse change in the financial condition of any Borrower, any Guarantor or any other party whose financial statement has been delivered to Lender in connection with the Loans from the date of the most recent financial statement received by Lender.

(e) As of the date hereof, no Borrower or Guarantor has any claims, counterclaims, defenses, or set-offs with respect to the Loans or the Loan Documents as modified herein, and by executing this Agreement, each Borrower and Guarantor hereby waives any such claims, counterclaims, defenses or set-offs.

(f) Each Borrower is validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Agreement and to perform the Loan Documents as modified herein. The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of each Borrower.

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This Agreement has been duly executed and delivered on behalf of each Borrower and Guarantor.

(g) Patriot Act:

(1) As of the date of this Agreement, each Borrower is and, during the term of this Agreement and the other Loan Documents shall remain, in full compliance with all the applicable laws and regulations of the United States of America that prohibit, regulate or restrict financial transactions, including but not limited to, conducting any activity or failing to conduct any activity, if such action or inaction constitutes a money laundering crime, including any money laundering crime prohibited under the Money Laundering Control Act, 18 U.S.C. 1956, 1957, or the Bank Secrecy Act, 31 U.S.C. 5311 *et seq.* and any amendments or successors thereto and any applicable regulations promulgated thereunder.

(2) Each Borrower represents and warrants that: (a) neither it, nor any of its owners, or any officer, director or employee, is named as a "Specially Designated National and Blocked Person" as designated by the United States Department of the Treasury's Office of Foreign Assets Control or as a person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; (b) it is not owned or controlled, directly or indirectly, by the government of any country that is subject to a United States Embargo; and (c) it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a "Specially Designated National and Blocked Person," or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

(3) Each Borrower acknowledges that it understands and has been advised by legal counsel on the requirements of the applicable laws referred to above, including the Money Laundering Control Act, 18 U.S.C. 1956, 1957, the Bank Secrecy Act, 31 U.S.C. 5311 *et seq.*, the applicable regulations promulgated thereunder, and the Foreign Assets Control Regulations, 31 C.F.R. Section 500 *et seq.*

7. **Title Policy.** As a condition precedent to the agreements contained herein, Borrowers shall, at their sole cost and expense, cause Lawyers Title Insurance Corporation to issue an endorsement to Lender's title insurance policy No. 01-15336 with regard to the Ten Million Loan and the Five Million Loan (the "Title Policy"), as of the date this Agreement is recorded, reflecting the recording of this Agreement and insuring the first priority of the lien of the Mortgage subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances in favor of Lender or expressly agreed to by Lender.

8. **Reaffirmation of Guaranty.** Guarantor hereby ratifies and affirms the Guaranty and agrees that the Guaranty is in full force and effect following the execution and delivery of this

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Agreement. The representations and warranties of Guarantor in the Guaranty are, as of the date hereof, true and correct and Guarantor does not know of any default thereunder. The Guaranty continues to be the valid and binding obligation of Guarantor, enforceable in accordance with its terms and Guarantor does not have any claims or defenses to the enforcement of the rights and remedies of Lender thereunder. In addition, Guarantor hereby expressly and unconditionally waives, releases, and discharges any and all rights or claims under the Illinois Sureties Act, 740 ILCS 155/0.01 et. seq. ("Illinois Sureties Act"), and further acknowledges and agrees that Lender has no duty or obligation to any Guarantor under the Illinois Sureties Act. The undersigned Guarantor acknowledges and agrees that the failure of Guarantor to execute any of the other Loan Documents shall not affect, diminish, impinge, amend or alter the Guaranty and such Guaranty shall continue to be the valid and binding obligation of Guarantor, enforceable in accordance with its terms and Guarantor does not have any claims or defenses to the enforcement of the rights and remedies of Lender thereunder by virtue of the failure of Guarantor to execute any of the Loan Documents.

9. **Expenses.** As a condition precedent to and in consideration of the agreements contained herein, Borrowers shall pay all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses and the loan fee in the amount of \$46,384.71 which Lender hereby acknowledges has been paid by Borrowers and received by Lender.

10. **No Renewals.** All outstanding principal, together with any accrued and unpaid interest thereon, and any other fees, costs, or charges associated with the Loans shall be due and payable to Lender as of the Maturity Date. Borrowers and Lender hereby agree, and Guarantor hereby acknowledges, that there will be no further renewals or modifications of the Loans or the Loan Documents by Lender as of the Maturity Date unless otherwise agreed to in writing between Borrowers, Lender and Guarantor.

11. **Miscellaneous.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(b) This Agreement shall not be construed more strictly against Lender than against Borrowers or Guarantor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrowers, Guarantor and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrowers, Guarantor and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

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(c) Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrowers or Guarantor nor shall privity of contract be presumed to have been established with any third party.

(d) Borrowers, Guarantor and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrowers, Guarantor and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(e) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) Any references to the "Loan Agreement", the "Notes", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Loan Agreement, the Notes, the Mortgage, and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(g) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

(h) Time is of the essence of each of Borrowers' obligations under this Agreement.

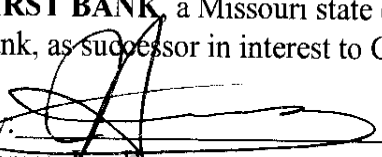
[Signature Page Follows]

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IN WITNESS WHEREOF, the parties hereto have executed this Fifth Modification of Loan Documents dated as of the day and year first above written.

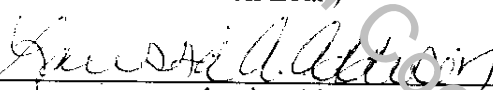
LENDER:

FIRST BANK, a Missouri state chartered bank, as successor in interest to CIB Bank

By: 
Name: Jim Brennan
Title: Vice President

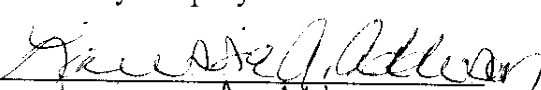
GUARANTOR:

Columbia Holdings, Ltd., an Illinois corporation (with respect to the Ten Million Loan and the Five Million Loan)

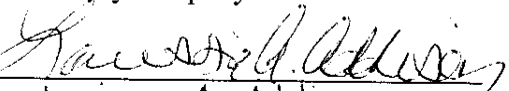
By: 
Name: Larissa A Addison
Title: Vice President

BORROWERS:

Wacker Drive No. 301, L.L.C., an Illinois limited liability company

By: 
Name: Larissa A Addison
Title: Manager

Wacker Drive No. 321, L.L.C., an Illinois limited liability company

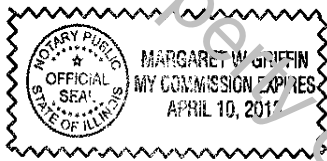
By: 
Name: Larissa A Addison
Title: Manager

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STATE OF ILLINOIS)
 Rake).ss
COUNTY OF ~~COOK~~)

I *Margaret W Griffin*, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Jim Brennan**, Vice President of **First Bank**, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this *29* day of ~~November~~ ^{*December*}, 2009.



Margaret W Griffin
Notary Public

My Commission Expires: *04-10-2013*

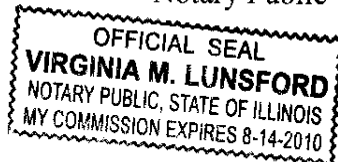
STATE OF ILLINOIS)
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COUNTY OF *DUPAGE*)

I *Virginia M Lunsford*, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that *Larissa A Addison*, a *Manager* of **Wacker Drive No. 301, L.L.C.**, an Illinois limited liability company, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this *29* day of ~~November~~ ^{*December*}, 2009

Virgi M Lunsford
Notary Public

My Commission Expires: *8.14.2010*



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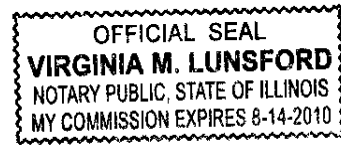
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) .ss
COUNTY OF DuPAGE)

I Virginia M Lunsford, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Larissa A. Addison, a Manager of **Wacker Drive No. 321, L.L.C.**, an Illinois limited liability company is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

and Notarial Seal this 29 day of ^{December}~~November~~, 2009. GIVEN under my hand

Virginia M Lunsford
Notary Public

My Commission Expires: 8.14.2010



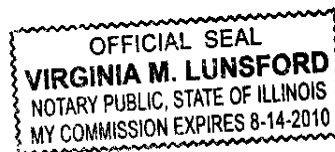
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COUNTY OF DuPAGE)

I Virginia M Lunsford, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Larissa A. Addison, Vice President of **Columbia Holdings, Ltd.**, an Illinois corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29 day of ^{December}~~November~~, 2009.

Virginia M Lunsford
Notary Public

My Commission Expires: 8.14.2010



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EXHIBIT A

The Property

Parcel 1:

That part of Lot 1 in Block 84 lying East of South Market Street, in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, together with Lots 5, 6, 7, 8, 11, 12, 13, 14, 17 and 18 in Egan and Morris' Subdivision of Lots 2, 3 and 4 in Block 84 aforesaid, together with Lots 1 to 9 both inclusive, in Assessor's Division of Lots 1 and 2 in Egan and Morris' Subdivision aforesaid, bounded and described as follows:

Commencing at the Northeast corner of Lot 1 in Block 84 aforesaid; thence South 00 degrees 00 minutes 00 seconds West along the East line of said Block, being also the West line of South Franklin Street, a distance of 397.86 feet to the Southeast corner of Lot 2 in the Assessor's Division aforesaid; thence North 89 degrees 52 minutes 00 seconds west along the South line of Block 84 aforesaid, being also the North line of West Van Buren Street, a distance of 86.00 feet to a point; thence North 00 degrees 00 minutes 00 seconds East parallel with the East line of said Block, a distance of 85.81 feet to a point, said point being 86.00 feet West (measured perpendicularly) of the East line of said Block; thence North 45 degrees 00 minutes 00 seconds West a distance of 71.39 feet to a point, said point being 261.86 feet South of the North line of said Block and 136.48 feet West of said East line (measured perpendicularly); thence North 00 degrees 00 minutes 00 seconds East, a distance of 62.44 feet to the herein designated point of beginning, said point being 199.42 feet South of said North line and 136.48 feet West of said East line (measured perpendicularly respectively); thence continuing North 00 degrees 00 minutes 00 seconds East, a distance of 62.44 feet to a point, said point being 136.98 feet South of said North line and 136.48 feet West of said East line (measured perpendicularly respectively); thence North 45 degrees 00 minutes 00 seconds East, a distance of 71.39 feet to a point, said point being 86.32 feet South of said North line and 86.00 feet West of the East line (measured perpendicularly respectively); thence North 00 degrees 00 minutes 00 seconds East, a distance of 86.32 feet to a point on said North line, said point being 86.00 feet West of the Northeast corner of Lot 1 aforesaid; thence North 89 degrees 47 minutes 33 seconds West along the North line, being also the South line of West Jackson Boulevard, a distance of 238.85 feet to the point of intersection with the East line of South Market Street (now South Wacker Drive); thence South 00 degrees 08 minutes 18 seconds West along said East line of South Market Street and along the West line of Egan and Morris' Subdivision aforesaid, a distance of 200.11 feet to a point; thence South 90 degrees 00 minutes 00 seconds East perpendicular to the East line of said Block a distance of 188.85 feet to the hereinabove designated point of beginning, all in Cook County, Illinois.

Parcel 2:

That part of Lot 1 in Block 84 lying East of South Market Street, in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, together with Lots 5, 6, 7, 8, 11, 12, 13, 14, 17 and 18 in Egan and Morris' Subdivision of Lots 2,

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3 and 4 in Block 84 aforesaid, together with Lots 1 to 9 both inclusive, in Assessor's Division of Lots 1 and 2 in Egan and Morris' Subdivision aforesaid, bounded and described as follows:

Commencing at the Northeast corner of Lot 1 in Block 84 aforesaid; thence South 00 degrees 00 minutes 00 seconds West along the East line of said Block, being also the West line of South Franklin Street, a distance of 397.86 feet to the Southeast corner of Lot 2 in the Assessor's Division aforesaid; thence North 89 degrees 52 minutes 00 seconds west along the South line of Block 84 aforesaid, being also the North line of West Van Buren Street, a distance of 86.00 feet to the herein designated point of beginning; thence North 00 degrees 00 minutes 00 seconds East parallel with the East line of said block, a distance of 85.81 feet to a point, said point being 86.00 feet West (measured perpendicularly) of the East line of said block; thence North 45 degrees 00 minutes 00 seconds West a distance of 71.39 feet to a point, said point being 261.86 feet South of the North line of said block and 136.48 feet West of said East line (measured perpendicularly respectively); thence North 00 degrees 00 minutes 00 seconds East a distance of 62.44 feet to a point, said point being 129.42 feet South of said North line and 136.48 feet West of said East line (measured perpendicularly respectively); thence North 90 degrees 00 minutes 00 seconds West perpendicular to the East line of said block, a distance of 188.85 feet to a point on the West line of Egan and Morris' subdivision aforesaid being also the East line of South Market Street (now South Wacker Drive), said point being 200.11 feet South (as measured along the East line of South Market Street (now South Wacker Drive) of the North line of said block; thence South 00 degrees 08 minutes 18 seconds West along said West line of Egan and Morris' subdivision and along the West line of the Assessor's division aforesaid, being also the East line of South Market Street (now South Wacker Drive), a distance of 198.17 feet to the Southwest corner of Lot 9 in Assessor's division aforesaid; thence South 89 degrees 52 minutes 00 seconds East along the South line of said block, being also the North line of West Van Buren Street, a distance of 239.81 feet to the hereinabove designated point of beginning, in Cook County, Illinois.

Commonly known as: 301 S. Wacker Drive and 321 S. Wacker Drive, Chicago, Illinois

PINS: 17-16-227-021-0000 (affects part of premises)
 17-16-227-022-0000 (affects part of premises and also affects other property)
 17-16-227-024-0000 (affects part of premises)
 17-16-227-025-0000 (affects part of premises and also affects other property)
 17-16-227-025-0000 (affects part of parcel)
 17-16-227-026-0000
 17-16-227-029-0000