



Doc#: 1017213028 Fee: \$66.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/21/2010 03:16 PM Pg: 1 of 16

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NCS - 267206
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JW/AB

MEMORANDUM OF
SECOND OMNIBUS AMENDMENT TO LOAN DOCUMENTS
AND OTHER RELATED DOCUMENTS

THIS MEMORANDUM OF SECOND OMNIBUS AMENDMENT TO LOAN DOCUMENTS AND OTHER RELATED DOCUMENTS ("Memorandum"), made as of June 17, 2010, by and among WELLS FARGO BANK, N.A., as administrative agent ("Administrative Agent") for itself as lender and other lender(s), TRANSWESTERN COLUMBIA CENTRE I, L.L.C., a Delaware limited liability company, ("Columbia Borrower I"), TRANSWESTERN COLUMBIA CENTRE II, L.L.C., a Delaware limited liability company, ("Columbia Borrower II"), and TRANSWESTERN COLUMBIA CENTRE III, L.L.C., a Delaware limited liability company, ("Columbia Borrower III"; Columbia Borrower I, Columbia Borrower II and Columbia Borrower III are collectively and individually referred to as the "Borrowers" or "Borrower"), and ASLAN REALTY PARTNERS III, L.L.C., a Delaware limited liability company, ("Guarantor"), each with an address at c/o Transwestern Investment Company, LLC, 150 North Wacker Drive, Suite 800, Chicago, IL 60606.

WITNESSETH:

WHEREAS, Lenders have heretofore agreed to make loans (the "Loan") to Borrowers in the maximum principal sum of SIXTY-EIGHT MILLION THREE HUNDRED SEVENTY-TWO THOUSAND AND NO/100 DOLLARS (\$68,372,000.00), of which there is presently outstanding \$63,557,245.91, pursuant to that certain Loan Agreement, as amended, referred to herein below.

WHEREAS, Borrowers hold fee simple title to certain real properties located in Rosemont, Illinois, more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Land"), together with all buildings, structures and improvements of every kind and description now located on the Land (the "Improvements"). The Land and the Improvements are collectively referred to herein as the "Property" or the "Collateral".

WHEREAS, Borrowers, Administrative Agent and Lenders are parties to (i) those certain Promissory Notes, dated January 12, 2007 (as now or as the same may be amended, modified, supplemented or restated from time to time, the "Note"), (ii) that certain Loan Agreement, dated December 7, 2006, as amended by that certain First Amendment to Loan Agreement dated January

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12, 2007, that certain letter agreement dated December 22, 2009 and that certain letter agreement dated February 26, 2010 (as the same may be amended, modified, supplemented or restated from time to time, the "Loan Agreement"), (iii) that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing, dated as of December 7, 2006, executed by Columbia Borrower I in favor of Administrative Agent for the benefit of Lenders which was recorded in the official records of Cook County Recorder of Deeds as document number 0634618073 (as now or as the same may be amended, modified, supplemented or restated from time to time, the "Columbia I Mortgage"), (iv) that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing, dated as of December 7, 2006, executed by Columbia Borrower II in favor of Administrative Agent for the benefit of Lenders which was recorded in the official records of Cook County Recorder of Deeds as document number 0634618075 (as now or as the same may be amended, modified, supplemented or restated from time to time, the "Columbia II Mortgage"), and (v) that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing, dated as of December 7, 2006, executed by Columbia Borrower III in favor of Administrative Agent for the benefit of Lenders which was recorded in the official records of Cook County Recorder of Deeds as document number 0634618077 (as now or as the same may be amended, modified, supplemented or restated from time to time, the "Columbia III Mortgage" and together with the Columbia I Mortgage and Columbia II Mortgage collectively as now or as the same may be amended, modified, supplemented or restated from time to time, the "Mortgages").

WHEREAS, in connection with the Loan, Guarantor has guaranteed payment and performance of certain obligations of Borrowers to Lenders under the Loan Documents (as hereinafter defined), pursuant to a certain Guaranty of Payment dated December 7, 2006, as amended by that First Amendment to Guaranty of Payment dated as of January 31, 2008 (as now or as the same may be amended, modified, supplemented or restated from time to time, and an amendment to which is being executed by the parties thereto simultaneously with the execution of this Memorandum, the "Guaranty"), that certain Non-Recourse Exception Agreement dated December 7, 2006 (the "Non-Recourse Exception Guaranty") and that certain Hazardous Materials Indemnity Agreement dated December 7, 2006 (the "Hazardous Materials Indemnity Agreement").

WHEREAS, in connection with the Loan, Administrative Agent, Lenders and Borrowers entered into that First Omnibus Amendment to Loan Documents and Other Related Documents dated as of January 31, 2008 (the "First Omnibus Amendment").

WHEREAS, in connection with the Loan, Administrative Agent, Borrowers and Guarantor have entered into that certain letter agreement, dated as of March 2, 2010 (the "Pre-Restructuring Letter").

WHEREAS, in connection with the Loan, Borrowers and Administrative Agent entered into that certain Cash Management Agreement, dated as of December 31, 2009, (as now or as the same may be amended, modified, supplemented or restated from time to time, the "Account Agreement" or "CMA"), an amendment to which is being executed by the parties thereto simultaneously with the execution of this Memorandum, whereby all Rents, revenue, proceeds and other income from the Property are deposited into an account at Wells Fargo Bank, N.A.

WHEREAS, Borrower and Lenders have agreed to extend the Original Maturity Date (as such term is defined in the Loan Agreement) and modify certain other provisions of the Loan Documents and Other Related Documents as more particularly set forth in that certain Second

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Omnibus Amendment to Loan Documents and Other Related Documents (the "Second Omnibus Amendment") (the Second Omnibus Amendment, together with all other documents executed and delivered on the date hereof in connection with such extension and modification, the "Restructuring Modification Documents"); and

WHEREAS, Borrowers and Administrative Agent desire to enter into this Memorandum to memorialize certain terms and provisions of the Second Omnibus Amendment.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto agree for themselves, their successors and assigns as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings thereof set forth in the Mortgage.

2. The terms as to Interest in the Loan as provided in the Loan Agreement are modified in the Second Omnibus Amendment.

3. The following provisions are amended by the Second Omnibus Amendment as follows:

(i) Notwithstanding anything contained in the Section 2.6 of the Loan Agreement, MATURITY DATE, or the definition of Maturity Date or in any other Loan Document, the Original Maturity Date shall be extended from December 7, 2009 until December 31, 2010 (the "Maturity Date" or the "Restructuring Extension Term Maturity Date") and there shall be no further extension of the Maturity Date, provided however, Lenders and Borrowers, in each of their sole discretion, may on or before November 30, 2010 agree to extend the Maturity Date by two years in which event the date "December 31, 2010" contained in this sentence shall be changed to "December 31, 2012" and the "Maturity Date" and "Restructuring Extension Term Maturity Date" shall be modified accordingly.

(ii) The Mortgages are amended to provide that, with respect to any present or future Leases, Borrowers covenant and agree that during the term of the Second Omnibus Amendment, Borrowers shall not enter into any new Leases or into any renewals, expansions, amendments or modifications to Leases without the prior written consent of Administrative Agent and Requisite Lenders, which consent may be given or denied in Administrative Agent's and/or Requisite Lenders', sole discretion.

4. The following provisions are added as a new Article 5 to the Columbia III Mortgage:

"ARTICLE 5

PARKING AGREEMENT

5.1 Representations and Warranties. Borrower hereby represents and warrants as follows: (i) the Parking Agreement (as defined in the Loan Agreement) is in full force and effect in accordance with its terms, unmodified by any writing or otherwise except as specifically set forth

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herein; (ii) for so long as Borrower has been the lessee under the Parking Agreement, all payments and charges reserved in or payable under the Parking Agreement have been paid in full to the extent that they are payable to the date hereof; (iii) Borrower is not in default under any of the terms of the Parking Agreement and there are no circumstances that with the passage of time, the giving of notice, or both, would constitute a default thereunder; (iv) this Mortgage is and shall remain a valid and enforceable first priority lien on Borrower's interest in the Parking Agreement; (v) Borrower has full power and authority to encumber its interest in the Parking Agreement in the manner and form herein provided or intended hereafter to be provided; and (vi) Borrower has delivered to Administrative Agent a true, accurate and complete copy of the Parking Agreement.

5.2 Covenants. Borrower covenants and agrees as follows: (i) to promptly and faithfully observe, perform and comply with all of the terms, covenants and provisions of the Parking Agreement; (ii) to refrain from doing anything, as a result of which, there could likely be a default under or breach of any of the terms of the Parking Agreement; (iii) not to do or permit any act, event or omission, as a result of which, there is likely to occur a default or breach under the Parking Agreement; (iv) to immediately give Administrative Agent notice of any default by any party under the Parking Agreement upon learning of such default and immediately deliver to Administrative Agent a copy of each notice of default and all responses to such notice of default and all other such instruments, notices or demands received or delivered by Borrower under or in connection with the Parking Agreement; (v) to immediately notify Administrative Agent in writing in the event of the initiation of any litigation or arbitration proceeding under or in connection with the Parking Agreement upon learning of same; (vi) to furnish to Administrative Agent copies of such information and such other evidence as Administrative Agent may reasonably request from time to time concerning Borrower's due observance, performance and compliance with the terms, covenants and provisions of the Parking Agreement; and (vii) the occurrence of a default on the part of Borrower under the Parking Agreement, which default is continuing beyond the expiration of any cure period applicable thereto under such Parking Agreement, shall constitute an immediate Default by Borrower under this Mortgage.

5.3 Additional Covenants. Borrower further covenants and agrees that, except as permitted in the Loan Agreement, it will not (i) voluntarily or involuntarily, directly or indirectly, assign, transfer or convey its interest in the Parking Agreement, (ii) surrender, terminate or cancel the Parking Agreement, (iii) without the prior written consent of Administrative Agent, fail to exercise in a timely manner any renewal option(s) contained in the Parking Agreement, or (iv) without the prior written consent of Administrative Agent, modify, alter or amend the Parking Agreement

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either orally or in writing. Any assignment, transfer, conveyance, surrender, termination, cancellation, modification, alteration or amendment of the Parking Agreement in contravention of the foregoing sentence shall be a Default hereunder.

5.4 No Release. Borrower acknowledges and agrees that no release or forbearance of any of Borrower's obligations under the Parking Agreement or otherwise shall release Borrower from any of its obligations under this Mortgage, including without limitation the performance of all of the terms, provisions, covenants, conditions and agreements contained in the Parking Agreement, to be kept, performed and complied with by Borrower therein.

5.5 Defaults. If there is an event of default by Borrower under the Parking Agreement (including, without limitation, any event of default in the payment of any sums payable thereunder) then, in each and every such case, Administrative Agent may (but shall not be obligated to), in its sole discretion, cause such event of default or events of default by Borrower to be remedied and otherwise take or perform such other actions as Administrative Agent may deem necessary or desirable as a result thereof or in connection therewith. Borrower shall, on demand, reimburse Administrative Agent for all advances made and expenses incurred by Administrative Agent in curing any such default(s) (including, without limitation, reasonable attorneys' fees), together with interest thereon from the date the same is paid in full to Administrative Agent and all such sums so advanced shall be secured hereby. The provisions of this subsection are in addition to any other right or remedy given to or allowed Administrative Agent under the Parking Agreement or otherwise.

5.6 No Liability. Notwithstanding anything contained herein or otherwise to the contrary, Administrative Agent shall not have any liability or obligation under the Parking Agreement by virtue of its acceptance of this Mortgage. Borrower acknowledges and agrees that Administrative Agent shall be liable for the obligations of Borrower arising under the Parking Agreement for only that period of time, if any, during which Administrative Agent is in possession of the interest in the Parking Agreement or has acquired, by foreclosure, or otherwise, and is holding, all of Borrower's right, title and interest as tenant therein.

5.7 Bankruptcy. Notwithstanding anything contained herein or otherwise to the contrary, Borrower hereby assigns, transfers and sets over to Administrative Agent any and all rights and interests that may arise in favor of Borrower in connection with or as a result of the bankruptcy or insolvency of the Borrower, including, without limitation, all of Borrower's right, title and interest in, to and under §365 of the Bankruptcy Code (11 U.S.C. §365), as the same may be amended, supplemented or modified from time to time.

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5.8 No Merger. It is hereby agreed by the parties that the fee title currently vested in the Village of Rosemont and the interest in the Parking Agreement currently held by Borrower shall not merge but shall always be kept separate and distinct, notwithstanding the union of such estates in either the Borrower (or its successors and assigns), Borrower or a third party, whether by purchase or otherwise. If Borrower acquires such fee title or any other estate, title or interest in such property, or any part thereof, the lien of this Mortgage shall automatically spread and attach to, cover and be a lien upon such acquired estate, title or interest and the same shall thereupon and thereafter be and become a part of the premises encumbered hereby with the same force and effect as if specifically encumbered herein. Borrower shall execute, acknowledge and deliver all instruments and documents which Administrative Agent may reasonably require to ratify, confirm and further evidence Administrative Agent's lien on the acquired estate, title or interest. Furthermore, Borrower hereby appoints Administrative Agent its true and lawful attorney-in-fact to execute and deliver, upon the occurrence and during the continuance of a Default, all such instruments and documents in the name and on behalf of Borrower. This power, being coupled with an interest, shall be irrevocable as long as the indebtedness secured hereby remains unpaid.

5.9 Taxes. In the event that it is claimed by any governmental agency, authority or subdivision that any tax or governmental charge or imposition is due, unpaid or payable by Borrower or Administrative Agent upon or in connection with the obligations secured hereby or the Parking Agreement, Borrower shall promptly either (i) pay such tax, charge or imposition when due and deliver to Administrative Agent satisfactory proof of payment thereof or (ii) deposit with Administrative Agent the amount of such claimed tax, together with interest and penalties thereon, pending an application for a review of the claim for such tax, until Borrower delivers to Administrative Agent either (a) evidence satisfactory to Administrative Agent, in its sole and absolute discretion, that such claim of tax liability has been withdrawn or defeated, in which event any such deposit shall be returned to Borrower or (b) a written direction from Borrower to Administrative Agent to pay the same out of the deposit above mentioned, any excess due over the amount of said deposit to be paid by Borrower directly to the taxing authority and any excess of such deposit over such payment by Administrative Agent to be returned to Borrower. If liability for such tax is asserted against Administrative Agent, Administrative Agent will give to Borrower prompt notice of such claim, and Borrower, upon complying with the provisions of this subsection shall have full right and authority to contest such claim of taxability."

5. Borrowers hereby confirm that the Ground Lease is included in the granting clauses of the Columbia II Mortgage such that the Columbia II Mortgage encumbers and is secured, in part, by the Ground Lease.

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6. This Agreement is conditioned upon the occurrence of the Condition (as such term is defined in the Second Omnibus Amendment). In the event that the Condition has not occurred by the Outside Date (as such term is defined in the Amendment), the Amendment and this Agreement, and all of the terms, covenants and agreements set forth therein and herein, shall be terminated, be deemed null and void and of no force or effect, except for those provisions which are expressly stated to survive such termination.

[Signature Pages Follow]

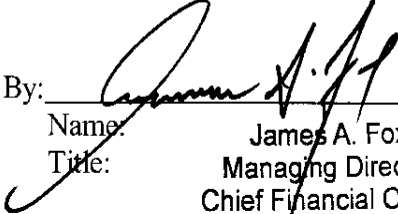
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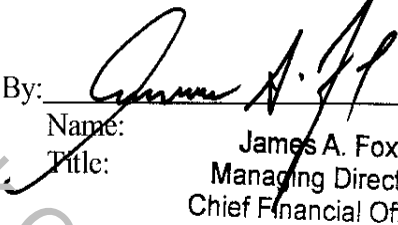
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

BORROWERS:

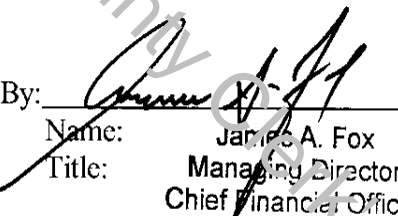
TRANSWESTERN COLUMBIA CENTRE I,
L.L.C., a Delaware limited liability company

By: 
Name: James A. Fox
Title: Managing Director
Chief Financial Officer

TRANSWESTERN COLUMBIA CENTRE II,
L.L.C., a Delaware limited liability company

By: 
Name: James A. Fox
Title: Managing Director
Chief Financial Officer

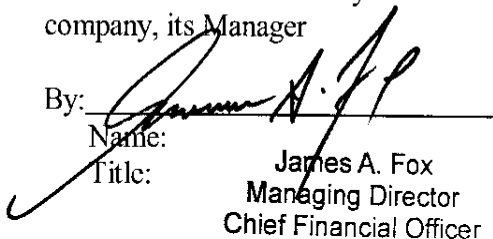
TRANSWESTERN COLUMBIA CENTRE III,
L.L.C., a Delaware limited liability company

By: 
Name: James A. Fox
Title: Managing Director
Chief Financial Officer

GUARANTOR:

ASLAN REALTY PARTNERS III, L.L.C.,
a Delaware limited liability company

By: Aslan GP III, L.L.C.,
a Delaware limited liability
company, its Manager

By: 
Name: James A. Fox
Title: Managing Director
Chief Financial Officer

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ADMINISTRATIVE AGENT:

WELLS FARGO BANK, N.A.,
a national banking association

By: Jeff Geisler
Name: Jeff Geisler
Title: Director

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THE STATE OF ILLINOIS

COUNTY OF COOK

The foregoing instrument was acknowledged before me this 04 day of MAY, 2010, by James A. Fox, the Managing Director of TRANSWESTERN COLUMBIA CENTRE I, L.L.C., a Delaware limited liability company, on behalf of said company.

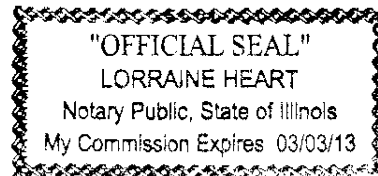
Lorraine Heart
Notary Public, State of Illinois

My commission expires:

3/3/2013

Printed name of Notary:

Lorraine Heart



THE STATE OF ILLINOIS

COUNTY OF COOK

The foregoing instrument was acknowledged before me this 04 day of MAY, 2010, by James A. Fox, the Managing Director of TRANSWESTERN COLUMBIA CENTRE II, L.L.C., a Delaware limited liability company, on behalf of said company.

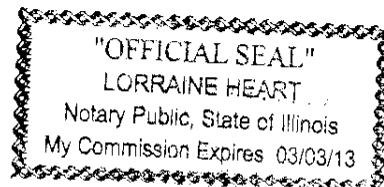
Lorraine Heart
Notary Public, State of Illinois

My commission expires:

3/3/2013

Printed name of Notary:

Lorraine Heart



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THE STATE OF ILLINOIS

COUNTY OF COOK

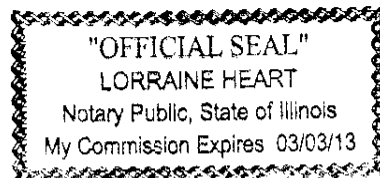
The foregoing instrument was acknowledged before me this 10th day of MAY, 2010, by JAMES A. FOX, the Managing Director of TRANSWESTERN COLUMPIA CENTRE III, L.L.C., a Delaware limited liability company, on behalf of said company.

Lorraine Heart
Notary Public, State of ILLINOIS

My commission expires:

3/3/2013

Printed name of Notary:

LORRAINE HEART

THE STATE OF ILLINOIS

COUNTY OF COOK

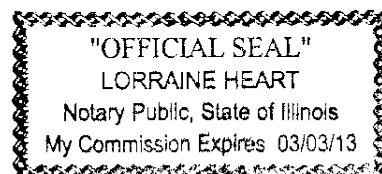
The foregoing instrument was acknowledged before me this 10th day of MAY, 2010, by JAMES A. FOX, the Managing Director of Aslan GP III, L.L.C., a Delaware limited liability company, the Manager of ASLAN REALTY PARTNERS III, L.L.C., a Delaware limited liability company, on behalf of said company.

Lorraine Heart
Notary Public, State of ILLINOIS

My commission expires:

3/3/2013

Printed name of Notary:

LORRAINE HEART

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THE STATE OF ILLINOIS

COUNTY OF COOK

The foregoing instrument was acknowledged before me this 1st day of June, 2010, by Jeff Hepler, the Director of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, on behalf of said national banking association.

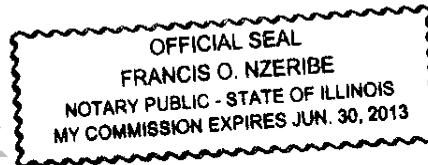

Notary Public, State of ILLINOIS

My commission expires:

06/30/13

Printed name of Notary:

FRANCIS NZERIBE



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EXHIBIT "A"

Columbia Centre I: 5600 N. River Road, Rosemont, Illinois

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER WITH A LINE 587.33 FEET, AS MEASURED ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER (SAID LAST DESCRIBED PARALLEL LINE BEING HEREIN AFTER REFERRED TO AS "LINE A", AND THE SOUTH LINE OF SAID SOUTHWEST QUARTER HAVING AN ASSUMED BEARING OF NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR THIS LEGAL DESCRIPTION); THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 30.02 FEET TO THE POINT OF INTERSECTION WITH A LINE 30.00 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE AFOREDESCRIBED "LINE A"; THENCE CONTINUING NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 396.15 FEET TO A POINT 1013.50 FEET, AS MEASURED ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, EAST OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE 33.00 FEET; THENCE NORTH 68 DEGREES 35 MINUTES 22 SECONDS EAST, 12.32 FEET TO THE POINT OF INTERSECTION WITH A LINE 37.50 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SAID POINT BEING THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 68 DEGREES 35 MINUTES 22 SECONDS EAST, 39.15 FEET TO A POINT 1061.42 FEET EAST AND 51.79 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, AS MEASURED ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER ALONG A LINE AT RIGHT ANGLES THERETO; THENCE NORTH 10 DEGREES 57 MINUTES 25 SECONDS EAST, 147.00 FEET TO A POINT 1089.36 FEET EAST AND 196.11 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, AS MEASURED ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND ALONG A LINE AT RIGHT ANGLES THERETO; THENCE NORTH 10 DEGREES 02 MINUTES 50 SECONDS WEST, 106.50 FEET TO A POINT 1070.86 FEET EAST AND 300.53 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, AS MEASURED ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND ALONG A LINE AT RIGHT ANGLES THERETO; THENCE NORTH 38 DEGREES 59 MINUTES 34 SECONDS WEST, 82.70 FEET TO A POINT 1018.82 FEET EAST AND 364.81 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, AS MEASURED ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND ALONG A LINE AT RIGHT ANGLES THERETO; THENCE NORTH 66 DEGREES 12 MINUTES 20 SECONDS WEST, 109.29 FEET TO A POINT ON A LINE HEREINAFTER REFERRED TO AS "LINE B", BEING A STRAIGHT LINE DRAWN FROM A POINT ON THE AFOREDESCRIBED "LINE A", 442.30 FEET (DEED - 442.41 FEET), AS MEASURED ALONG THE AFOREDESCRIBED "LINE A", NORTH OF THE INTERSECTION OF SAID "LINE A" WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER TO A POINT ON THE CENTER LINE OF RIVER ROAD, 387.86 FEET, AS MEASURED ALONG SAID CENTER LINE, NORTHERLY OF THE INTERSECTION OF SAID CENTER LINE OF RIVER ROAD WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SAID POINT ON "LINE B" BEING 318.36 FEET (DEED - 318.42 FEET),

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AS MEASURED ALONG THE AFOREDESCRIBED "LINE B", EASTERLY OF THE INTERSECTION OF SAID "LINE B" WITH THE AFOREDESCRIBED "LINE A" AND THE AFORESAID POINT ON "LINE B" BEING AT THE INTERSECTION OF SAID "LINE B" WITH A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER FROM A POINT ON SAID SOUTH LINE 918.82 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 55 DEGREES 43 MINUTES 22 SECONDS WEST, 340.23 FEET TO AN INTERSECTION WITH A LINE 30.00 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE AFOREDESCRIBED "LINE A" (A NORTHWESTERLY EXTENSION OF SAID LAST DESCRIBED COURSE INTERSECTS THE AFOREDESCRIBED "LINE A" AT A POINT 620.87 FEET, AS MEASURED ALONG THE AFOREDESCRIBED "LINE A", NORTH OF THE INTERSECTION OF THE AFOREDESCRIBED "LINE A" WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER); THENCE SOUTH 01 DEGREES 56 MINUTES 22 SECONDS WEST, 563.34 FEET TO AN INTERSECTION WITH A LINE 37.50 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 406.36 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

12-03-300-038

12-03-300-041

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Columbia Centre II: 9450 W. Bryn Mawr Avenue, Rosemont, Illinois

PARCEL 1:

LOTS 1, 2, 3, 4, 5, 6 AND 7 IN O'HARE AREA INDUSTRIAL DEVELOPMENT SUBDIVISION UNIT NO. 1, BEING A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL OF LOT 8, THE SOUTH 29.00 FEET OF LOT 9 AND ALSO THE NORTH 9.00 FEET OF THE SOUTH 38.00 FEET OF THE WEST 123.50 FEET OF LOT 9 IN O'HARE AREA INDUSTRIAL DEVELOPMENT SUBDIVISION UNIT NO. 1, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LEASEHOLD ESTATE CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS "THE LEASE" EXECUTED BY AND BETWEEN ETHEL HARRIS, LESSOR, AND NATIONAL BANK OF AUSTIN, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 20, 1966 AND KNOWN AS TRUST NUMBER 4301, AS LESSEE, DATED SEPTEMBER 12, 1966 AND RECORDED FEBRUARY 7, 1967 AS DOCUMENT 20058472 AND THEREAFTER ASSIGNED BY MESNE CONVEYANCES TO AMERICAN NATIONAL BANK OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 26, 1965 AND KNOWN AS TRUST 66364 BY INSTRUMENT RECORDED FEBRUARY 18, 1986 AS DOCUMENT 86066233 AND THEREAFTER ASSIGNED TO GLENBOROUGH FUND VIII LLC BY ASSIGNMENT DATED AUGUST 30, 2001 AND RECORDED SEPTEMBER 5, 2001 AS DOCUMENT 0010821223 AND THEREAFTER ASSIGNED TO GLENBOROUGH FUND XI LLC, A DELAWARE LIMITED LIABILITY COMPANY BY ASSIGNMENT DATED APRIL 2, 2004 AND RECORDED APRIL 6, 2004 AS DOCUMENT 0409727051 AND THEREAFTER ASSIGNED TO TRANSWESTERN COLUMBIA CENTRE II, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY BY ASSIGNMENT AND ASSUMPTION AGREEMENT DATED SEPTEMBER 28, 2005 AND RECORDED SEPTEMBER 28, 2005 AS DOCUMENT 0527127201 AND DEMISING THE LAND FOR A TERM OF 50 YEARS BEGINNING SEPTEMBER 12, 1966 AND ENDING SEPTEMBER 12, 2016 FOR THE PURPOSE OF PARKING VEHICLES ONLY, OVER THE FOLLOWING LAND:

LOT 9 (EXCEPT THE SOUTH 29.00 FEET AND ALSO EXCEPT THE NORTH 9.00 FEET OF THE SOUTH 38.00 FEET OF THE WEST 123.5 FEET THEREOF) IN O'HARE AREA INDUSTRIAL DEVELOPMENT SUBDIVISION UNIT NO. 1, BEING A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

12-03-310-012

UNOFFICIAL COPY

Columbia Centre III: 9525 Bryn Mawr Avenue, Rosemont, Illinois

PARCEL 1:

THE WEST 558.33 FEET (MEASURED ALONG THE NORTH LINE) OF LOT 1 OF HENRY HACHMEISTER'S DIVISION OF PARTS OF SECTIONS 9 AND 10, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 6, 1908 AS DOCUMENT NUMBER 4183101, EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE AFORESAID SECTION 10; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 10, A DISTANCE OF 217 FEET FOR THE PLACE OF BEGINNING; THENCE CONTINUING SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 10, A DISTANCE OF 200 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF BRYN MAWR AVENUE, A DISTANCE OF 80 FEET; THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID SECTION 10, A DISTANCE OF 200 FEET; THENCE WESTERLY PARALLEL WITH THE SOUTH LINE OF BRYN MAWR AVENUE, A DISTANCE OF 80 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A PERPETUAL, NON-EXCLUSIVE EASEMENT IN, UNDER THE EASEMENT PARCEL (AS DESCRIBED IN EXHIBIT C) SOLELY FOR THE USE OF SANITARY SEWER AND FOR THE PURPOSE OF SERVICING AND MAINTAINING THE SANITARY SEWER AND EXTENSION IN ACCORDANCE WITH THE PROVISIONS OF PARAGRAPHS 2 AND 3 IN THE AGREEMENT AS CREATED, DEFINED AND LIMITED IN THAT CERTAIN EASEMENT AGREEMENT DATED MARCH 1, 1989 AND RECORDED JANUARY 24, 1990 AS DOCUMENT NUMBER 90037337.

PARCEL 3:

EASEMENT OVER PORTIONS OF THE VILLAGE OF ROSEMONT PROPERTY TO THE SOUTH OF PARCEL 1 AS MAY BE INCIDENTAL TO THE USE OF THAT CERTAIN SKYBRIDGE CONNECTING THE 9 STORY BUILDING ON THE LAND WITH THE MULTI-LEVEL CONCRETE PARKING FACILITY ON THE LAND TO THE SOUTH AS CREATED, DEFINED AND LIMITED BY INSTRUMENT RECORDED JULY 25, 1990 AS DOCUMENT 90358728.

PARCEL 4:

ALL RIGHTS, INCLUDING THE USE OF 350 PARKING SPACES, AS GRANTED IN THE PARKING AGREEMENT MADE NOVEMBER 2, 1988 BY AND BETWEEN THE VILLAGE OF ROSEMONT, A MUNICIPAL CORPORATION, AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 12, 1986 AND KNOWN AS TRUST NUMBER 100841-01, A MEMORANDUM OF WHICH WAS RECORDED DECEMBER 14, 1988 AS DOCUMENT 88576474, AS AMENDED BY FIRST AMENDMENT THERETO RECORDED JULY 25, 1990 AS DOCUMENT 90358728, AS AMENDED BY ADDENDUM THERETO RECORDED FEBRUARY 3, 1993 AS DOCUMENT 93087080.

12-10-100-051