

Prepared by and return to:  
Jackson Walker L.L.P.  
901 Main Street, Suite 6000  
Dallas, Texas 75202  
Attn: Justin Shipley

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**SECOND AMENDMENT TO LOAN DOCUMENTS**  
**(KTR CHICAGO LEASEHOLD)**

THIS SECOND AMENDMENT TO LOAN DOCUMENTS (KTR CHICAGO LEASEHOLD) ("Amendment") is dated as of April 12, 2013, and is executed by **KTR CHICAGO LLC**, a Delaware limited liability company ("Owner") and **BANK OF AMERICA, N.A.**, a national banking association, as administrative agent for the "Lenders" (as defined in the Credit Agreement referenced below), its successors and assigns ("Administrative Agent").

**RECITALS:**

A. Lenders agreed to loan KIF Property Trust, a Maryland real estate investment trust ("Borrower") up to \$150,000,000 (the "Original Loan") pursuant to that certain Credit Agreement dated December 31, 2009 executed by and among Borrower, Administrative Agent and Lenders.

B. Pursuant to that certain Amended and Restated Credit Agreement dated July 25, 2011, Borrower, Administrative Agent and the Lenders agreed, among other things, to: (i) increase the amount of the Original Loan to the maximum aggregate principal amount of \$175,000,000 (the "Existing Loan"), and (ii) extend the maturity date of the Original Loan to December 31, 2013 (such modifications, the "Initial Modifications").

C. In connection with the Initial Modifications, Owner and Administrative Agent entered into a certain First Amendment to Loan Documents (KTR Chicago Leasehold) dated July 25, 2011, recorded in the official public records of Cook County, Illinois as Document No. 1120931034 (the "First Amendment").

D. The Existing Loan is secured in part by that certain (i) Leasehold Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated December 31, 2009 (as amended by the First Amendment, the "Mortgage"), executed by Owner to Administrative Agent for the benefit of Lenders, recorded in the official public records of Cook County, Illinois as Document No. 1000618075 and covering the real property more particularly described on Exhibit A attached hereto, together with the other collateral as described in the Mortgage (collectively, the "Property"), and (ii) Assignment of Rents and Leases dated December 31, 2009 (as amended by the First Amendment, the "Assignment of Rents and Leases") executed by Owner to Administrative Agent for the benefit of Lenders recorded in the official public records of Cook County, Illinois as Document No. 1000618076 which creates a

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security interest in the leases, rents and other collateral described therein and pertaining to the real property more particularly described on Exhibit A attached hereto.

E. Concurrently herewith, Borrower, Administrative Agent, and Lenders have entered into that certain Amended and Restated Credit Agreement (the "Credit Agreement") pursuant to which, among other things, the parties thereto have agreed: (i) to extend the maturity date of the Existing Loan to April 12, 2015 (subject to extension or early termination as more particularly set forth in the Credit Agreement), and (ii) to make certain other modifications to the Existing Loan (such agreements, collectively, the "Modifications", and the Existing Loan, as modified by the Modifications, the "Loan").

F. As a condition to the effectiveness of the Modifications, and to further evidence the Modifications (i) Borrower, Administrative Agent and Lenders have entered into the Credit Agreement, (ii) Borrower has executed those certain amended and restated promissory notes in the aggregate principal amount of the Loan, (iii) certain other agreements executed in connection with the Existing Loan have been amended or amended and restated, (iv) certain other agreements have been entered into in connection with the Loan, and (v) Owner is executing this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

## AGREEMENTS:

1. **MATURITY DATE.** Pursuant to the terms and conditions of the Credit Agreement, and subject to further extension or early termination as more particularly set forth therein, the maturity date of the Loan is extended to April 12, 2015, and in that regard all references to the term "Maturity Date" in the Mortgage and Assignment of Rents and Leases shall mean April 12, 2015.

2. **LIENS AND SECURITY INTERESTS.** Borrower and Owner hereby acknowledge and agree that the liens and security interests created by the Mortgage and Assignment of Rents and Leases continue to secure the full amount of the Loan, as such Loan is increased, extended and otherwise modified as described herein.

3. **PRECONDITIONS.** This Amendment shall become effective when the conditions set forth in Section 6.01 of the Credit Agreement have been satisfied.

4. **MISCELLANEOUS.**

4.1 **Expenses.** Borrower shall pay, upon demand, all reasonable attorneys' fees and out-of-pocket costs and expenses of Administrative Agent in connection with this Amendment and the agreements, documents and other items contemplated hereunder.

4.2 **Limited Nature of Amendments.** The parties hereto acknowledge and agree that the terms and provisions of this Amendment amend, add to and constitute a part of the Loan Documents. Except as expressly modified and amended by the terms of this Amendment, all of the other terms and conditions of the Mortgage and Assignment of Rents and Leases and all

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documents executed in connection therewith or referred to or incorporated therein remain in full force and effect and are hereby ratified, reaffirmed, confirmed and approved.

4.3 **Conflict.** If there is an express conflict between the terms of this Amendment and the terms of the Mortgage and Assignment of Rents and Leases, or any of the other agreements or documents executed in connection therewith or referred to or incorporated therein, the terms of this Amendment shall govern and control.

4.4 **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original.

4.5 **Representations and Warranties.** Owner represents and warrants to Administrative Agent and the Lenders as follows: (A) Owner has all necessary power and authority to execute and deliver this Amendment and perform its obligations hereunder; (B) this Amendment and the Mortgage and Assignment of Rents and Leases, as amended hereby, constitute the legal, valid and binding obligations of Owner and are enforceable against Owner in accordance with their terms, provided that the enforceability hereof and thereof is subject in each case to general principles of equity and to bankruptcy, insolvency and similar laws affecting the enforcement of creditors' rights generally; and (C) all representations and warranties contained in the Mortgage and Assignment of Rents and Leases are hereby ratified and confirmed.

4.6 **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of New York, except to the extent the laws of the State where the real estate described on Exhibit A is located apply as a result of the Mortgage and Assignment of Rents and Leases.

4.7 **Reservation of Rights.** Nothing in this Amendment is or shall be deemed to be a waiver, election or estoppel of any rights, remedies, defenses and objections available to Administrative Agent or the Lenders under the Credit Agreement and the Loan Documents and under applicable laws and in equity in connection with any Default arising or occurring from and after the date hereof, and Administrative Agent and the Lenders expressly reserve all such rights, remedies, defenses and objections, with respect to any Defaults existing, arising or occurring from and after the date hereof, whether known or unknown, to Administrative Agent or the Lenders.

4.8 **WAIVER. OWNER AND BORROWER HEREBY ACKNOWLEDGE THAT THEIR OBLIGATIONS TO ADMINISTRATIVE AGENT AND THE LENDERS ARE ABSOLUTE AND UNCONDITIONAL WITHOUT ANY RIGHT OF RECISSION, SETOFF, COUNTERCLAIM, DEFENSE, OFFSET, CROSS-COMPLAINT, CLAIM OR DEMAND OF ANY KIND OR NATURE WHATSOEVER THAT CAN BE ASSERTED TO REDUCE OR ELIMINATE ALL OR ANY PART OF ITS LIABILITY TO REPAY THE LOANS OR TO SEEK AFFIRMATIVE RELIEF OR DAMAGES OF ANY KIND OR NATURE FROM THE ADMINISTRATIVE AGENT OR ANY LENDER. OWNER AND BORROWER HEREBY VOLUNTARILY AND KNOWINGLY RELEASE AND FOREVER DISCHARGE ADMINISTRATIVE AGENT AND EACH LENDER AND ITS PREDECESSORS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES"), FROM ALL POSSIBLE CLAIMS,**

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DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, COSTS, EXPENSES, AND LIABILITIES WHATSOEVER, KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, SUSPECTED OR UNSUSPECTED, FIXED, CONTINGENT, OR CONDITIONAL, AT LAW OR IN EQUITY, ORIGINATING IN WHOLE OR IN PART ON OR BEFORE THE DATE THIS AMENDMENT IS EXECUTED, WHICH OWNER OR BORROWER MAY NOW OR HEREAFTER HAVE AGAINST THE RELEASED PARTIES IN CONNECTION WITH THE LOAN OR THE LOAN DOCUMENTS, IF ANY, AND IRRESPECTIVE OF WHETHER ANY SUCH CLAIMS ARISE OUT OF CONTRACT, TORT, VIOLATION OF LAW OR REGULATIONS, OR OTHERWISE, AND ARISING FROM ANY LOANS, INCLUDING, WITHOUT LIMITATION, ANY CONTRACTING FOR, CHARGING, TAKING, RESERVING, COLLECTING OR RECEIVING INTEREST IN EXCESS OF THE HIGHEST LAWFUL RATE APPLICABLE, THE EXERCISE OF ANY RIGHTS AND REMEDIES UNDER THE CREDIT AGREEMENT OR OTHER LOAN DOCUMENTS, AND NEGOTIATION FOR AND EXECUTION OF THIS AMENDMENT.

*[Signature Page Follows]*

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

**OWNER:**

**KTR CHICAGO LLC,**  
a Delaware limited liability company

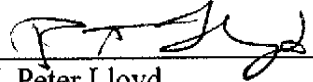
By: KIF Property Trust, a Maryland real estate investment trust, its sole member

By:   
Name: J. Peter Lloyd  
Title: Senior Vice President

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**BORROWER:**

**KIF PROPERTY TRUST,**  
a Maryland real estate investment trust

By:   
Name: J. Peter Lloyd  
Title: Senior Vice President

**ADMINISTRATIVE AGENT:**

**BANK OF AMERICA, N.A.,**  
a national banking association,  
as administrative agent

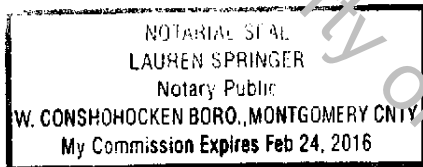
By:   
Name: Ronald Odlozil  
Title: Senior Vice President

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STATE OF PENNSYLVANIA )  
 )  
 ) SS.  
COUNTY OF MONTGOMERY )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that J. Peter Lloyd, the Senior Vice President of KIF Property Trust, a Maryland real estate investment trust, the sole member of KTR CHICAGO LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12<sup>TH</sup> day of APRIL, 2013.



Lauren Springer  
Notary Public

My Commission Expires:

2/24/16

STATE OF PENNSYLVANIA )  
 )  
 ) SS.  
COUNTY OF MONTGOMERY )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that J. Peter Lloyd, the Senior Vice President of KIF Property Trust, a Maryland real estate investment trust, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the and voluntary act of said trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12<sup>TH</sup> day of APRIL, 2013.



Lauren Springer  
Notary Public


My Commission Expires:

2/24/16

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STATE OF TEXAS                   §  
  §  
COUNTY OF DALLAS           §

This instrument was acknowledged before me on the 12<sup>TH</sup> day of April, 2013, by Ronald Odlozil, Senior Vice President of Bank of America, N.A., a national banking association, on behalf of said banking association.

  
\_\_\_\_\_  
Notary Public – State of Texas

My Commission Expires:  
\_\_\_\_\_



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## EXHIBIT A LEGAL DESCRIPTION

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

### PARCEL 1:

A PARCEL OF LAND BEING DESCRIBED IN ACCORDANCE WITH THE CHICAGO O'HARE INTERNATIONAL AIRPORT RECTANGULAR SYSTEM AS DESCRIBED AND MAPPED IN A CITY COUNCIL ORDINANCE PUBLISHED IN THE JOURNAL OF THE PROCEEDINGS OF THE CITY COUNCIL DATED JULY 11, 1957 PAGES 5777 TO 5784, INCLUSIVE, THE BASIC POINT OF SAID SYSTEM IS DESCRIBED IN SECTION 1 OF SAID ORDINANCE. THE AFORESAID PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 16 AND THAT PART OF THE NORTHEAST QUARTER OF SECTION 17, ALL IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT HAVING A COORDINATE OF 264+06.57 SOUTH AND 251+05.23 EAST; THENCE SOUTH 48° 23' 26" EAST ALONG A LINE HEREIN DESIGNATED AS LINE "A" DRAWN TO A POINT HAVING A COORDINATE OF 257+78.44 SOUTH AND 255+23.94 EAST A DISTANCE OF 100.04 FEET TO A POINT HAVING A COORDINATE OF 264+73.00 SOUTH AND 251+80.03 EAST AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE SOUTH 48° 23' 26" EAST FOR A DISTANCE OF 510.60 FEET TO A POINT HAVING A COORDINATE OF 268+12.06 SOUTH AND 255+61.80 EAST; THENCE SOUTH 41° 36' 30" WEST FOR A DISTANCE OF 584.38 FEET TO A POINT HAVING A COORDINATE OF 272+49.00 SOUTH AND 251+73.74 EAST; THENCE NORTH 48° 23' 26" WEST 510.60 FEET TO A POINT HAVING A COORDINATE OF 269+09.94 SOUTH AND 247+91.97 EAST, SAID LAST DESCRIBED POINT BEING ON A LINE DRAWN FROM THE POINT OF BEGINNING TO A POINT HAVING A COORDINATE OF 280+61.29 SOUTH AND 237+69.47 EAST; THENCE NORTH 41° 36' 30" EAST ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 584.38 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 GRANTED BY THE CITY OF CHICAGO, LANDLORD, PURSUANT TO THE TERMS OF THE LEASE DEMISING THE PROPERTY INSURED HEREIN AS PARCEL 1 FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS AS SET FORTH IN SECTION 2.04 OF THE LEASE OVER THE EASEMENT AREA DESCRIBED THEREIN.

### PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 GRANTED BY THE CITY OF CHICAGO, LANDLORD, PURSUANT TO THE TERMS OF THE LEASE DEMISING THE PROPERTY INSURED HEREIN AS PARCEL 1 FOR STORM WATER DRAINAGE OVER THE AREA WEST OF AND ADJACENT TO PARCEL 1 AS SET FORTH IN SECTION 2.08 OF THE LEASE.

### PARCEL 4:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 GRANTED BY THE CITY OF CHICAGO, LANDLORD, PURSUANT TO THE TERMS OF THE LEASE DEMISING THE PROPERTY INSURED HEREIN AS PARCEL 1 FOR INGRESS AND EGRESS ACROSS THAT PORTION OF THE ACCESS ROAD SHOWN ON EXHIBIT B TO THE SHORT FORM LEASE RECORDED AS DOCUMENT 96828939 AND FURTHER DESCRIBED IN SECTION 25.03 OF THE LEASE.



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## PARCEL 5:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL GRANTED BY THE CITY OF CHICAGO LANDLORD PURSUANT TO THE TERMS OF THE LEASE DEMISING THE PROPERTY INSURED HEREIN AS PARCEL 1 FOR INGRESS AND EGRESS OVER THE SERVICE ROAD TO AND FROM THE SOUTHWEST CARGO COMPLEX AND TO AND FROM THE DEMISED LAND IN THE APPROXIMATE LOCATION SHOWN ON EXHIBIT C TO THE SHORT FORM LEASE RECORDED AS DOCUMENT 96828939 AND FURTHER DESCRIBED IN SECTION 25.03 OF THE LEASE.

## PARCEL 6:

EASEMENTS APPURTENANT TO, AND FOR THE BENEFIT OF, PARCEL 1 AS CREATED BY THAT CERTAIN DECLARATION OF EASEMENTS COVENANTS AND RESTRICTIONS MADE BY CENTERPOINT O'HARE L.L.C., DATED OCTOBER 25, 1996 RECORDED OCTOBER 30, 1996 AS DOCUMENT NUMBER 96828937 (THE "DECLARATION") AS FOLLOWS:

A NONEXCLUSIVE, IRREVOCABLE AND PERPETUAL EASEMENT TO THE USER OF THE PHASE A-1 PARCEL TO CONNECT THE CATCH BASINS ON SUCH PARCEL TO THE STORM SEWERS DISCHARGING INTO CRYSTAL CREEK IN ACCORDANCE WITH THE UTILITY LAYOUT (EXHIBIT E-2 TO DECLARATION) AND TO USE, MAINTAIN AND REPAIR SUCH STORM SEWERS FOR THE FLOW OF RUN-OFF WATER THROUGH THE STORM SEWERS CONSTRUCTED OR TO BE CONSTRUCTED PURSUANT TO AND IN THE APPROXIMATE LOCATIONS IDENTIFIED ON THE UTILITY LAYOUT OF EXHIBIT E-2;

A NON-EXCLUSIVE, IRREVOCABLE AND PERPETUAL EASEMENT TO THE CITY, EACH USER, THE OCCUPANTS AND THEIR RESPECTIVE AGENTS, EMPLOYEES AND INVITEES FOR INGRESS AND EGRESS TO AND FROM ONE PARCEL AND TO AND FROM (i) THE AIRPORT ACCESS ROAD TO WHICH THE ROADWAY IS CONNECTED AND (ii) ANY OTHER PARCEL FOR PEDESTRIANS AND MOTOR VEHICLES OVER, ACROSS AND UPON ALL ROADWAYS, INCLUDING ADJOINING SIDEWALKS.

A NON-EXCLUSIVE, IRREVOCABLE AND PERPETUAL EASEMENT TO THE CITY AND EACH USER TO CONNECT TO THE UTILITY LINES IN LOCATIONS APPROXIMATELY SHOWN ON THE UTILITY LAYOUT (EXHIBIT E-2 TO DECLARATION), IN ACCORDANCE WITH THE DRAWINGS AND TO USE THE UTILITY LINES (OTHER THAN THE STORM SEWERS WHICH ARE ADDRESSED ELSEWHERE IN SAID DECLARATION) ON THE PREMISES FOR THEIR INTENDED PURPOSE. THIS EASEMENT SHALL INCLUDE THE RIGHT TO ENTER ONTO ADJOINING PARCELS TO THE EXTENT NECESSARY TO CONSTRUCT A CONNECTION TO THE UTILITY LINES (OTHER THAN THE STORM SEWERS WHICH ARE ADDRESSED ELSEWHERE IN SAID DECLARATION) IN LOCATIONS APPROXIMATELY SHOWN ON THE UTILITY LAYOUT (EXHIBIT E-2 TO THE DECLARATION) IN ACCORDANCE WITH THE DRAWINGS AND TO REPAIR, REPLACE OR RENEW SUCH CONNECTION AND SUCH UTILITY LINES (OTHER THAN THE STORM SEWERS WHICH ARE ADDRESSED ELSEWHERE IN THE DECLARATION.)

A NON-EXCLUSIVE, IRREVOCABLE AND PERPETUAL EASEMENT TO THE CITY AND EACH USER ON, OVER, UNDER AND ACROSS FIVE (5) FEET ON EITHER SIDE OF ANY NONDEDICATED UTILITY LINES LOCATED ON THE PREMISES IN THE APPROXIMATE LOCATIONS SHOWN ON THE UTILITY LAYOUT (EXHIBIT E-2 TO THE DECLARATION) AS RELOCATED AS PROVIDED HEREIN FROM TIME TO TIME AND INTENDED TO SERVE MORE THAN ONE PARCEL FOR THE PURPOSE OF CONNECTING TO THOSE UTILITIES THAT THE USER HAS A RIGHT TO CONNECT TO UNDER THE DECLARATION (AND TO ALL UTILITIES IN THE CASE OF THE CITY), AND REPAIRING, MAINTAINING, REPLACING OR RENEWING THE SAME.

AN EASEMENT TO THE CITY AND ALL USERS FOR THE MAINTENANCE OF ENCROACHMENTS IN THE EVENT THAT THERE EXISTS MINOR ENCROACHMENTS IN THE ACTUAL PLACEMENT OF THE ROADWAYS, DETENTION AREAS AND UTILITY LINES FROM THEIR APPROXIMATE LOCATIONS DEPICTED ON THE ROADWAY DRAWING (ATTACHED AS EXHIBIT E-4 TO THE DECLARATION), AND THE UTILITY LAYOUT (ATTACHED AS EXHIBIT E-2 HERETO).

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**PERMANENT TAX INDEX NUMBERS:**

Permanent Index Number: 12-08-100-006-8534 Vol. 310

Permanent Index Number: 12-08-100-006-8001 Vol. 310

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