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SEVENTEENTH AMENDMENT OF MEMORANDUM OF PURCHASE AGREEMENT

WHEREAS, MAT Associates, an Illinois Limited Partnership ("Purchaser"), American National Bank and Trust Company of Chicago, a Corporation, not individually, but as Trustee under Trust Agreements dated December 11, 1978 and known as Trust Nos. 45250 and 45251, Metropolitan Structures, an Illinois Limited Partnership (Metropolitan Structures, an Illinois General Partnership has succeeded to the interest of said limited partnership) and Illinois Center Corporation, a Delaware Corporation (collectively "Seller") entered into a Purchase Agreement dated June 15, 1981 ("Agreement") for the purchase and sale of certain property and a Memorandum Of Purchase Agreement to evidence the Agreement was recorded in the Cook County Recorder's Office as Document No. 25935472; and,

WHEREAS, Purchaser and Seller entered into an Amendment To Purchase Agreement dated February 22, 1982 ("Amendment") which provides, among other items, for the reduction of property to be provided and sold by the Seller to the Purchaser to that property described on Exhibit "A" attached hereto and made a part hereof ("Property") and an Amendment To Memorandum Of Purchase Agreement was recorded in the Cook County Recorder's Office as Document No. 26177570; and,

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7-11-81  
N34-12125-14

WHEREAS, Purchaser and Seller entered into a Second Amendment To Purchase Agreement dated April 28, 1982 ("Second Amendment") which provided, among other items, for an extension of the Closing Date as defined in the Agreement and the Second Amendment Of Memorandum Of Purchase Agreement to evidence said Second Amendment was recorded in the County Recorder's Office as Document No. 26222615; and,

WHEREAS, Purchaser and Seller entered into a Third Amendment To Purchase Agreement dated June 11, 1982 ("Third Amendment"), a Fourth Amendment To Purchase Agreement dated October 28, 1982 ("Fourth Amendment"), a Fifth Amendment To Purchase Agreement dated December 29, 1982 ("Fifth Amendment"), a Sixth Amendment To Purchase Agreement dated January 28, 1983 ("Sixth Amendment"), a Seventh Amendment To Purchase Agreement dated February 29, 1983 ("Seventh Amendment"), an Eighth Amendment To Purchase Agreement dated as of June 30, 1983 ("Eighth Amendment"), a Ninth Amendment To Purchase Agreement dated September 30, 1983 ("Ninth Amendment"), a Tenth Amendment To Purchase Agreement dated December 22, 1983 ("Tenth Amendment"), an Eleventh Amendment To Purchase Agreement dated February 29, 1984 ("Eleventh Amendment"), a Twelfth Amendment To Purchase Agreement dated March 30, 1984 ("Twelfth Amendment"), a Thirteenth Amendment To Purchase Agreement dated June 29, 1984 ("Thirteenth Amendment"), a Fourteenth Amendment To Purchase Agreement dated September 28, 1984 ("Fourteenth

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Amendment"), a Fifteenth Amendment To Purchase Agreement dated January 31, 1985 ("Fifteenth Amendment"), a Sixteenth Amendment To Purchase Agreement dated March 29, 1985 ("Sixteenth Amendment"), a Seventeenth Amendment To Purchase Agreement dated June 28, 1985 ("Seventeenth Amendment"), an Eighteenth Amendment To Purchase Agreement dated September 30, 1985 ("Eighteenth Amendment"), a Nineteenth Amendment To Purchase Agreement dated November 29, 1985 ("Nineteenth Amendment") and a Twentieth Amendment To Purchase Agreement dated as of January 31, 1986 ("Twentieth Amendment"), which collectively extend the Closing Date as defined in the Agreement to February 28, 1986; and

WHEREAS, Purchaser and Seller entered into a Third Amendment Of Memorandum Of Purchase Agreement dated June 11, 1982; a Fourth Amendment Of Memorandum Of Purchase Agreement dated October 28, 1982; a Fifth Amendment Of Memorandum Of Purchase Agreement dated October 31, 1983; a Sixth Amendment Of Memorandum Of Purchase Agreement dated January 17, 1984; a Seventh Amendment Of Memorandum Of Purchase Agreement dated February 29, 1984; an Eighth Amendment Of Memorandum Of Purchase Agreement dated March 30, 1984; a Ninth Amendment Of Memorandum Of Purchase Agreement dated June 29, 1984; a Tenth Amendment Of Memorandum Of Purchase Agreement dated September 28, 1984; an Eleventh Amendment Of Memorandum Of Purchase Agreement dated January 31, 1985; a Twelfth Amendment Of Memorandum Of Purchase Agreement dated March 29, 1985; a Thirteenth Amendment Of Memorandum Of Purchase Agreement dated

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June 28, 1985; a Fourteenth Amendment of Memorandum Of Purchase Agreement dated September 30, 1985; a Fifteenth Amendment Of Memorandum Of Purchase Agreement dated November 29, 1985; and a Sixteenth Amendment Of Memorandum Of Purchase Agreement dated January 31, 1986, which together evidence the aforesaid Third Amendment through the aforesaid Twentieth Amendment, said Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh, Twelfth, Thirteenth, Fourteenth, Fifteenth and Sixteenth Amendments Of Memorandum being recorded in the Cook County Recorder's Office as Document Nos. 26278416, 26420483, 26849003, 26939593, 27011867, 27067955, 27177593, 27296776, 27476597, 85-018588, 85-111417, 85-267745, 86-033551 and 86078995 (respectively); and

WHEREAS, Purchaser and Seller have entered into a Twenty-First Amendment To Purchase Agreement dated as of February 28, 1986 ("Twenty-First Amendment") which provides for Purchaser to pay good and valuable consideration for extension of the Closing Date to March 31, 1986; and

WHEREAS, upon closing in accordance with the terms and conditions of the Agreement as amended, Purchaser shall be entitled to assignment of beneficial interest in the land trusts holding title to the Property thereby conveying all of the Property, subject only to the permitted exceptions set forth in the Agreement as amended;

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NOW THEREFORE, the parties have agreed to record this Seventeenth Amendment Of Memorandum Of Purchase Agreement to evidence the understanding between Seller and Purchaser.

The Agreement, as amended by the Amendment through the Twenty-First Amendment, remains in full force and effect in accordance with its terms and provisions, as so amended. Nothing contained herein shall be construed as further amending or altering the terms of the Agreement, as amended.

Any liability or obligation of Metropolitan Structures, an Illinois general partnership ("Metropolitan Structures"), hereunder shall be limited to the partnership assets of Metropolitan Structures and no partner of said partnership shall be individually or personally liable for any claim arising hereunder; a deficit capital account of any partner in Metropolitan Structures shall not be deemed an asset or property of Metropolitan Structures.

Any liability of Purchaser hereunder shall be limited solely to the partnership assets and property of Purchaser. No partner of Purchaser shall be personally liable in respect of any claim arising out of or related to this Agreement and a deficit capital account of a partner in Purchaser shall not be deemed an asset or property of Purchaser.

Property described on Exhibit A is located on Wacker Drive near Columbus Drive in Chicago, Illinois and is included in Permanent Index Numbers 17-10-318-003 and 17-10-318-004.

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IN WITNESS WHEREOF, the parties have executed this  
Seventeenth Amendment Of Memorandum Of Purchase Agreement as of  
the 28th day of February, 1986.

PURCHASER:

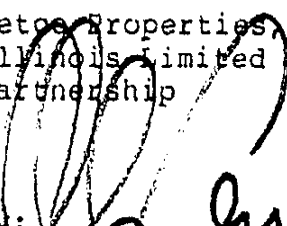
MAT ASSOCIATES, an Illinois  
Limited Partnership

By:   
a General Partner

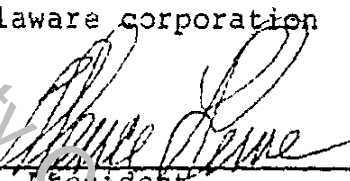
SELLER

METROPOLITAN STRUCTURES, an  
Illinois General Partnership

By: Metro Properties, an  
Illinois Limited  
Partnership

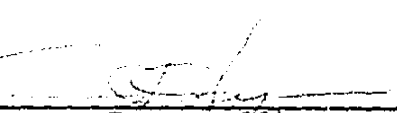
By:   
a General Partner

ILLINOIS CENTER CORPORATION, a  
Delaware corporation

By:   
President

This instrument is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY  
not personally but solely as Trustee, as aforesaid. All the covenants  
to be performed hereunder by AMERICAN NATIONAL BANK AND  
TRUST COMPANY OF CHICAGO are undertaken by it solely as Trustee, as aforesaid,  
and no personal liability shall be asserted or be enforceable  
against AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO in respect of  
covenants, statements, representations or warranties contained in this  
instrument.

AMERICAN NATIONAL BANK AND  
TRUST COMPANY OF CHICAGO, not  
personally, but as Trustee  
under Trust Nos. 45250 and  
45251 aforesaid

By:   
Trust Officer

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This document was prepared by John W. Falvey, 111 East Wacker  
Drive, Suite 1900, Chicago, Illinois 60601 (312)565-3022

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STATE OF ILLINOIS )  
 )SS  
COUNTY OF COOK )

I, Theresa Best, the undersigned, a Notary Public in and for said County and State, do hereby certify that ALAN LEVINSON, 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 has read and signed said instrument and that the statements therein contained, and each thereof, are true.

Given under my hand and Notarial Seal this 25<sup>th</sup> day of MARCH, 1986.

Theresa Best  
Notary Public

My Commission Expires 12-24-87

STATE OF ILLINOIS )  
 )SS  
COUNTY OF COOK )

I, John W FALVEY, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Wence F. Cerne, personally known to me to be President of ILLINOIS CENTER CORPORATION, appeared before me this day in person and acknowledged that as such President he signed, sealed and delivered the above instrument as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth and pursuant to his authority as officer of said corporation.

Given under my hand and Notarial Seal this 18<sup>th</sup> day of MARCH, 1986.

John W Falvey  
Notary Public

My Commission Expires 8/28/89

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Property of Cook County Clerk's Office





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STATE OF ILLINOIS )  
 )SS  
COUNTY OF COOK )

LARETTA M. SONTAG

I, \_\_\_\_\_, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify, that the Trust Officer of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument and as such Trust Officer appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said National Banking Association for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 1986.

APR 14 1986

Loretta M. Sontag  
Notary Public

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

MY COMMISSION EXPIRES JUNE 27, 1987

STATE OF ILLINOIS )  
 )SS  
COUNTY OF COOK )

The foregoing instrument was executed before me this 18th day of March, 1986, by Lester Mehlman, general partner on behalf of MAT Associates, an Illinois Limited Partnership.

Mail Co. Box  
Two Telle Inc. Co.  
69 W. Washington  
Chgo, Ill.  
Beverly R. Montel

Roberta Orden  
Notary Public

My Commission Expires May 3, 1986

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2024-11-14

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Exhibit 12-6 1 4 3 3 3 2

Legal Description  
of Property

Property Address:  
East Wacker Drive, Chicago, IL  
PTN 17-10-318-003  
17-10-318-004 *ALL*

A PARCEL OF LAND, BEING A PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, BEING THE WHOLE OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LOCATED AND DESCRIBED AS FOLLOWS:

COMMENCING ON THE EAST LINE OF NORTH COLUMBUS DRIVE, 110 FEET WIDE, (AS SAID NORTH COLUMBUS DRIVE WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON THE FIFTH DAY OF JUNE, 1972 AS DOCUMENT NO. 21925615 ) AT A POINT WHICH IS 768.878 FEET, MEASURED ALONG SAID EAST LINE, NORTH FROM THE POINT OF INTERSECTION OF SAID EAST LINE. (EXTENDED SOUTH) WITH THE NORTH LINE OF EAST RANDOLPH STREET, (AS SAID EAST RANDOLPH STREET WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON THE 11TH DAY OF DECEMBER, 1979 AS DOCUMENT NO. 25276446), AND RUNNING

THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF NORTH COLUMBUS DRIVE (SAID PERPENDICULAR LINE BEING ALSO THE NORTH LINE OF THE ARCADE LEVEL PARK AS SAID ARCADE LEVEL PARK IS LOCATED AND DEFINED IN THE AMENDATORY LAKE FRONT ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 17TH DAY OF SEPTEMBER 1969), A DISTANCE OF 381.738 FEET;

THENCE NORTH ALONG A LINE PERPENDICULAR TO SAID LAST DESCRIBED COURSE, A DISTANCE OF 146.625 FEET, TO THE POINT OF BEGINNING FOR THE PARCEL OF LAND HEREINAFTER DESCRIBED;

THENCE CONTINUING NORTH ALONG SAID LAST DESCRIBED PERPENDICULAR LINE, A DISTANCE OF 141.107 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF EAST WACKER DRIVE AS SAID EAST WACKER DRIVE WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY THE AFORESAID INSTRUMENT RECORDED AS DOCUMENT NO. 21925615;

THENCE WESTWARDLY ALONG SAID SOUTHERLY LINE OF EAST WACKER DRIVE (SAID SOUTHERLY LINE BEING HERE A STRAIGHT LINE DEFLECTING 85 DEGREES, 24 MINUTES, 29 SECONDS TO THE LEFT FROM A NORTHWARD EXTENSION OF THE LAST DESCRIBED COURSE), A DISTANCE OF 12.571 FEET;

THENCE CONTINUING WESTWARDLY ALONG SAID SOUTHERLY LINE OF EAST WACKER DRIVE, SAID SOUTHERLY LINE BEING HERE THE ARC OF A CIRCLE WHICH IS TANGENT TO THE LAST DESCRIBED COURSE, IS CONVEX TO THE SOUTH AND HAS A RADIUS OF 1840.468 FEET, A DISTANCE OF 162.710 FEET;

THENCE CONTINUING WESTWARDLY ALONG SAID SOUTHERLY LINE OF EAST WACKER DRIVE, SAID SOUTHERLY LINE BEING HERE A STRAIGHT LINE WHICH IS TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 47.914 FEET TO AN INTERSECTION WITH A LINE 160.571 FEET, MEASURED PERPENDICULARLY, EAST FROM AND PARALLEL WITH SAID EAST LINE, AND NORTHWARD EXTENSION THEREOF, OF NORTH COLUMBUS DRIVE;

THENCE SOUTH ALONG SAID PARALLEL LINE A DISTANCE OF 170.325 FEET TO A POINT WHICH IS 146.625 FEET NORTH FROM THE AFOREMENTIONED NORTH LINE OF THE ARCADE LEVEL PARK;

THENCE EAST ALONG A LINE PERPENDICULAR TO SAID LAST DESCRIBED COURSE, A DISTANCE OF 221.167 FEET, TO THE POINT OF BEGINNING.

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