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AMENDMENT TO LOAN DOCUMENTS

THIS AMENDMENT TO LOAN DOCUMENTS ("Amendment") is made as of the 1st day of October, 1992, by and between CITICORP REAL ESTATE, INC., a Delaware corporation ("Citicorp") and THE HARRIS TRUST AND SAVINGS BANK, not personally but as Trustee under that certain Trust Agreement dated September 14, 1992, known as Trust No. 95044 ("Land Trustee").

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COOK COUNTY RECORDER

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A. Citicorp is the lender under a certain Amended and Restated Construction Loan Agreement dated November 12, 1986 (the "Loan Agreement"), pursuant to which Citicorp made a loan in the aggregate principal amount of One Hundred Thirty-One Million Dollars (\$131,000,000) (the "Loan") to Gateway IV Joint Venture, an Illinois general partnership ("Gateway"), with respect to the property commonly known as Gateway Center IV in Chicago, Illinois, located on the real estate described in Exhibit A attached hereto (the "Project"). The Loan is evidenced by a certain Restated Note dated November 12, 1986 ("Note") and secured by, among other things, (i) a certain Amended and Restated Mortgage dated November 12, 1986, and recorded December 5, 1986 as Document No. 86582629 in the office of the Recorder of Deeds of Cook County, Illinois, as amended ("Mortgage"), (ii) a certain Assignment of Rents dated November 12, 1986, and recorded December 5, 1986 in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 86582630 ("Assignment"), (iii) a certain Security Agreement dated November 12, 1986 ("Security Agreement"), and (iv) certain UCC Financing Statements filed April 10, 1981, as Document No. 1536789 with the Illinois Secretary of State and filed March 3, 1981, as Document No. 81 U 07312 with the Recorder of Deeds of Cook County, Illinois, as amended and/or continued (the "Financing Statements"). The Mortgage, Assignment, Security Agreement, and Financing Statements are sometimes collectively referred to herein as the "Collateral Documents". In connection with the Loan, Gateway also entered into a certain Interest Rate Exchange Agreement dated as of November 12, 1986, with Citicorp, N.A. (the "Swap Agreement"), and the obligations of Gateway under the Swap Agreement are also secured by the Mortgage.

B. Following a default under the Loan and the acceleration thereof, (i) the amount of the Loan has been reduced as described herein, and (ii) the Project has been conveyed to the Land Trustee in lieu of the foreclosure of the Collateral Documents. Citicorp and Land Trustee desire to amend the Loan Agreement, Note, and Collateral Documents in certain respects, as more particularly set forth in this Agreement.

Box 179

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BOARD OF SUPERVISORS

RESOLUTION NO. 111

AN ORDINANCE TO AMEND CHAPTER 100 OF THE CODE OF ORDINANCES OF COOK COUNTY, ILLINOIS, RELATIVE TO THE REGULATION OF THE BUSINESS OF REAL ESTATE BROKERS AND SALES PERSONS, AND TO REPEAL ORDINANCES 100-100, 100-101, 100-102, 100-103, 100-104, 100-105, 100-106, 100-107, 100-108, 100-109, 100-110, 100-111, 100-112, 100-113, 100-114, 100-115, 100-116, 100-117, 100-118, 100-119, 100-120, 100-121, 100-122, 100-123, 100-124, 100-125, 100-126, 100-127, 100-128, 100-129, 100-130, 100-131, 100-132, 100-133, 100-134, 100-135, 100-136, 100-137, 100-138, 100-139, 100-140, 100-141, 100-142, 100-143, 100-144, 100-145, 100-146, 100-147, 100-148, 100-149, 100-150, 100-151, 100-152, 100-153, 100-154, 100-155, 100-156, 100-157, 100-158, 100-159, 100-160, 100-161, 100-162, 100-163, 100-164, 100-165, 100-166, 100-167, 100-168, 100-169, 100-170, 100-171, 100-172, 100-173, 100-174, 100-175, 100-176, 100-177, 100-178, 100-179, 100-180, 100-181, 100-182, 100-183, 100-184, 100-185, 100-186, 100-187, 100-188, 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100-855, 100-856, 100-857, 100-858, 100-859, 100-860, 100-861, 100-862, 100-863, 100-864, 100-865, 100-866, 100-867, 100-868, 100-869, 100-870, 100-871, 100-872, 100-873, 100-874, 100-875, 100-876, 100-877, 100-878, 100-879, 100-880, 100-881, 100-882, 100-883, 100-884, 100-885, 100-886, 100-887, 100-888, 100-889, 100-890, 100-891, 100-892, 100-893, 100-894, 100-895, 100-896, 100-897, 100-898, 100-899, 100-900, 100-901, 100-902, 100-903, 100-904, 100-905, 100-906, 100-907, 100-908, 100-909, 100-910, 100-911, 100-912, 100-913, 100-914, 100-915, 100-916, 100-917, 100-918, 100-919, 100-920, 100-921, 100-922, 100-923, 100-924, 100-925, 100-926, 100-927, 100-928, 100-929, 100-930, 100-931, 100-932, 100-933, 100-934, 100-935, 100-936, 100-937, 100-938, 100-939, 100-940, 100-941, 100-942, 100-943, 100-944, 100-945, 100-946, 100-947, 100-948, 100-949, 100-950, 100-951, 100-952, 100-953, 100-954, 100-955, 100-956, 100-957, 100-958, 100-959, 100-960, 100-961, 100-962, 100-963, 100-964, 100-965, 100-966, 100-967, 100-968, 100-969, 100-970, 100-971, 100-972, 100-973, 100-974, 100-975, 100-976, 100-977, 100-978, 100-979, 100-980, 100-981, 100-982, 100-983, 100-984, 100-985, 100-986, 100-987, 100-988, 100-989, 100-990, 100-991, 100-992, 100-993, 100-994, 100-995, 100-996, 100-997, 100-998, 100-999, 100-1000.

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AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements and undertakings of the parties set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. All terms appearing as defined terms and not otherwise expressly defined herein shall have the respective meanings given them in the Loan Agreement. However, the following terms defined in the Loan Agreement shall have the following meanings for all purposes hereunder and under the Loan Agreement, the Note, and the Collateral Documents:

- (a) "Borrower" shall mean the Land Trustee, not personally, but solely as trustee as provided herein.
- (b) "Lender" shall mean Citicorp or any successor or assignee of the rights and interests of Citicorp in and to the Loan.
- (c) "Loan Documents" shall mean the Loan Agreement, Note, and Collateral Documents, as amended by this Agreement.

2. Reduction of Loan. Lender and Borrower acknowledge that the outstanding amount of principal and interest on the Loan were reduced by a partial release thereof in favor of Gateway in connection with the enforcement of the Loan Documents against Gateway, and that effective immediately prior to acquisition of the Project by Borrower on September 30, 1992 (i) the outstanding principal balance of the Loan is \$107,041,000 and (ii) the outstanding balance of interest or other sums due under the Loan is zero. Borrower acknowledges that it has no further right to receive any additional disbursements of the Loan.

3. Maturity Date. The Loan shall be due and payable on demand by Lender. All references to the "Expiration Date" or "Maturity Date" in any of the Loan Documents shall be deemed to mean and refer to the date on which demand for payment is made by Lender.

4. Interest Rate. In the event the Nibo Rate (as defined in the Note) ceases to become available as a basis for commercial lending transactions, Lender may elect to use a LIBOR-based rate determined in a manner substantially similar to the Nibo Rate, and Borrower agrees to enter into any amendment to the Note and other Loan Documents as Lender may require to evidence such change.

5. Swap Termination. Lender and Borrower acknowledge that (i) the Swap Agreement has been terminated on account of the default thereunder by Gateway, (ii) the amount due Lender on account of such termination is \$6,991,109.02, and that such

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1. The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing copy is a true and correct copy of the original as the same appears on file in the office of the undersigned.

2. The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing copy is a true and correct copy of the original as the same appears on file in the office of the undersigned.

3. The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing copy is a true and correct copy of the original as the same appears on file in the office of the undersigned.

4. The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing copy is a true and correct copy of the original as the same appears on file in the office of the undersigned.

5. The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing copy is a true and correct copy of the original as the same appears on file in the office of the undersigned.

6. The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing copy is a true and correct copy of the original as the same appears on file in the office of the undersigned.

7. The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing copy is a true and correct copy of the original as the same appears on file in the office of the undersigned.

8. The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing copy is a true and correct copy of the original as the same appears on file in the office of the undersigned.

9. The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing copy is a true and correct copy of the original as the same appears on file in the office of the undersigned.

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CLERK

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amount is and continues to be secured by the Mortgage. No Prepayment Charge or Termination Amount (as defined in the Note) shall therefore be payable under the Note upon any prepayment thereof.

6. Inapplicable Provisions. All representations, warranties, and covenants made by Gateway under the Loan Documents which, by their nature, can be meaningfully applied only to Gateway, shall be inapplicable to Borrower. No default by Gateway under any of the Loan Documents shall be deemed to be a default thereunder by Borrower.

7. Approvals by Lender. Lender hereby waives and releases all rights of consent or approval with respect to matters relating to the ownership, operation, management, administration, and leasing of the Project which are expressly provided to Lender under the Loan Documents, including but not limited to those regarding Tenant Leases or the Lease, casualty and application of insurance proceeds, condemnation and application of condemnation proceeds, or contesting of mechanics lien claims, real estate taxes, or legal requirements applicable to the Project.

8. Recourse Limitation. Notwithstanding any provision in the Loan Agreement or any of the other Loan Documents to the contrary, neither the Borrower nor any beneficiary of Borrower, nor any of their respective affiliates, officers, directors, employees or agents, shall have any personal liability whatsoever for payment of any amounts due with respect to the Loan or for performance of any obligation of the Borrower under the Loan Document. Lender's recourse under the Loan Documents shall be solely against the real and personal property encumbered by the Collateral Documents, and Lender shall not be entitled to seek or obtain any deficiency, damages, or other personal judgment of any kind against Borrower or its beneficiaries or any of their respective affiliates, officers, directors, employees, or agents.

9. Effect of Amendment. The Loan Documents are and remain in full force and effect in accordance with their respective terms, except as expressly amended hereby. This Amendment and the Loan Documents shall be construed as consistent with one another to the extent possible, and in the event of any inconsistency, the provisions of this Amendment shall control. All future references to the Loan Agreement, Note, Mortgage, or any other Collateral Documents in any document, instrument, notice, or correspondence shall be deemed to mean and refer to the applicable Loan Documents as amended by this Amendment, unless otherwise expressly stated therein.

10. Execution by Trustee. This Amendment is being executed by the Land Trustee solely in its capacity as trustee and not individually or personally, and nothing contained herein shall be construed as creating any such individual or personal liability on the part of the Land Trustee.

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the foregoing is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois.

Witness my hand and the seal of the County of Cook, Illinois, this _____ day of _____, 19____.

Cook County Clerk's Office
Chicago, Illinois

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Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

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IN WITNESS WHEREOF, the parties have executed this Amendment to Loan Documents as of the date first above written.

CITICORP REAL ESTATE, INC.

By: *Hester Pearson McCarty*
Vice President

THE HARRIS TRUST AND SAVINGS BANK
not personally, but solely as
Trustee under Trust Agreement dated
Sept. 14, 1992, known as Trust No. 1

By: *[Signature]*
Trust Officer
ASSISTANT VICE PRESIDENT

1026328

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Enclosed for the Clerk of the Board of Supervisors is a copy of the report of the Board of Supervisors on the subject of the proposed amendment to the Charter of Cook County, Illinois, relating to the election of judges of the Circuit Court of Cook County, Illinois.

Very truly yours,
Clerk of the Board of Supervisors

[Faint signature and name of the Clerk of the Board of Supervisors]

Approved and ordered that the Clerk of the Board of Supervisors be and he is hereby authorized to deliver to the Clerk of the Board of Supervisors a copy of the report of the Board of Supervisors on the subject of the proposed amendment to the Charter of Cook County, Illinois, relating to the election of judges of the Circuit Court of Cook County, Illinois.

Witness my hand and the seal of the Board of Supervisors at Chicago, Illinois, this _____ day of _____, 19____.

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11-11-10

EXHIBIT A

PARCEL 1:

LOT 7 (EXCEPT THE WEST 122.53 FEET) OF RAILROAD COMPANIES RESUBDIVISION OF BLOCKS 62 TO 76, BOTH INCLUSIVE, 78, PARTS OF 61 AND 77 AND CERTAIN VACATED STREETS AND ALLEYS IN SCHOOL SECTION ADDITION TO CHICAGO, A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAN THEREOF RECORDED MARCH 29, 1924 IN BOOK 188 ON PAGES 11 TO 28, BOTH INCLUSIVE, AS DOCUMENT NUMBER 8339781, EXCEPTING THEREFROM THAT PART THEREOF LYING BELOW OR BENEATH THE AIR RIGHTS LIMITING PLANE OR ELEVATION SET FORTH IN APPENDIX "B" TO LEASE DATED APRIL 9, 1980 WHICH APPEARS OF RECORD AS AN ATTACHMENT TO ASSIGNMENT OF LEASE RECORDED OCTOBER 2, 1980 AS DOCUMENT NUMBER 28607483, AND WHICH IS INDICATED IN SAID APPENDIX "B" TO BE 32 FEET 10 INCHES ABOVE CHICAGO CITY DATUM, ALL IN COOK COUNTY, ILLINOIS

PARCEL 2:

ALL LAND AND SPACES BELOW THE AIR RIGHTS LIMITING PLANE DESCRIBED IN PARCEL 1 ABOVE AS ARE OCCUPIED BY COLUMNS, TRUSSES, HORIZONTAL STRUCTURAL MEMBERS, INCLUDING THE FINISHED MEZZANINE FLOOR, FOUNDATIONS AND OTHER SUPPORTS FOR THE BUILDING CONTEMPLATED BY THE LEASE DESCRIBED IN PARCEL 1 ABOVE, AND SMOKE EXHAUST PLENUMS, ELEVATOR PITS, FUEL TANKS, PUMPING STATIONS AND MECHANICAL EQUIPMENT LOCATED BELOW SAID AIR RIGHTS LIMITING PLANE FOR THE PURPOSE OF SAID CONTEMPLATED BUILDING IN COOK COUNTY, ILLINOIS

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AND PARCEL 2 ABOVE FOR THE CONSTRUCTION, USE, MAINTENANCE, REPAIR, REPLACEMENT OR RENEWAL FROM TIME TO TIME OF ADEQUATE COLUMNS, TRUSSES, HORIZONTAL STRUCTURAL MEMBERS, INCLUDING THE FINISHED MEZZANINE FLOOR, FOUNDATIONS, AND OTHER SUPPORTS FOR THE BUILDING CONTEMPLATED UNDER THE LEASE DESCRIBED IN PARCEL 1 ABOVE, AND SMOKE EXHAUST PLENUMS, ELEVATOR PITS, FUEL TANKS, PUMPING STATIONS AND MECHANICAL EQUIPMENT, IN THE LAND AND SPACE BELOW THE AIR RIGHTS LIMITING PLANE DESCRIBED IN PARCEL 1 ABOVE IN COOK COUNTY, ILLINOIS

PARCEL 4:

A NONEXCLUSIVE APPURTENANT EASEMENT IN FAVOR OF PARCELS 1, 2 AND 3 AS CREATED BY DEED OF EASEMENT DATED JANUARY 16, 1990 AND RECORDED JANUARY 31, 1990 AS DOCUMENT 90047309 AND AS AMENDED BY FIRST AMENDMENT TO DEED OF EASEMENT RECORDED OCTOBER 9, 1990 AS DOCUMENT 90491486, MADE BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 17, 1983 AND KNOWN AS TRUST NUMBER 107292 TO GATEWAY IV JOINT VENTURE, AN ILLINOIS GENERAL PARTNERSHIP, AND OTHERS FOR THE USE OF 1,100 PUBLIC PARKING SPACES IN THE GARAGE, AS DEFINED THEREIN, WITH RIGHTS OF INGRESS AND EGRESS AND AN EASEMENT FOR THE PURPOSE OF CONSTRUCTION OF SUCH REPAIRS OR RESTORATION ON, OVER, AND ACROSS THE PERIOD REQUIRED TO COMPLETE SUCH REPAIRS OR RESTORATION ON, OVER, AND ACROSS THE FOLLOWING DESCRIBED LEGAL DESCRIPTION: LOTS 5, 6, 7, AND 8 (EXCEPT FROM SAID LOTS THAT PART FALLING IN ALLEY) IN BLOCK 49 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

931-2-9-85

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EXHIBIT A

PAGE 1

THE BOARD OF DIRECTORS OF THE BANK OF AMERICA NATIONAL ASSOCIATION OF NEW YORK AND CANTON, NEW YORK, HAS REVIEWED THE REPORT OF THE SPECIAL AUDITORS AND HAS CONCLUDED THAT THE FINANCIAL STATEMENTS OF THE BANK FOR THE YEAR ENDED DECEMBER 31, 1968, PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF THE FEDERAL RESERVE ACT AND THE REGULATIONS THEREOF, AS APPLIED TO BANKS, ARE TRUE AND CORRECT IN ALL MATERIAL RESPECTS AND THAT THE BANK HAS MAINTAINED ADEQUATE RESERVES AND IS IN A SOUND FINANCIAL POSITION TO MEET THE OBLIGATIONS OF ITS DEPOSITORS AND OTHER CREDITORS.

PAGE 2

THE BOARD OF DIRECTORS OF THE BANK OF AMERICA NATIONAL ASSOCIATION OF NEW YORK AND CANTON, NEW YORK, HAS REVIEWED THE REPORT OF THE SPECIAL AUDITORS AND HAS CONCLUDED THAT THE FINANCIAL STATEMENTS OF THE BANK FOR THE YEAR ENDED DECEMBER 31, 1968, PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF THE FEDERAL RESERVE ACT AND THE REGULATIONS THEREOF, AS APPLIED TO BANKS, ARE TRUE AND CORRECT IN ALL MATERIAL RESPECTS AND THAT THE BANK HAS MAINTAINED ADEQUATE RESERVES AND IS IN A SOUND FINANCIAL POSITION TO MEET THE OBLIGATIONS OF ITS DEPOSITORS AND OTHER CREDITORS.

PAGE 3

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Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, being a Notary Public in and for said County and State, DO HEREBY CERTIFY THAT Walter McCarthy, Vice President of Citicorp Real Estate, Inc., being personally known to me as the person whose name is subscribed to the foregoing instrument, personally appeared before me this date and acknowledged that he signed and delivered said instrument in his capacity as Vice President, as the free and voluntary act of said corporation.

WITNESS my hand and Notarial Seal this 14th day of January, 1998.

36/97/1 - 2014/01/01
NOTARY PUBLIC STATE OF ILLINOIS
MELISSA K. O'NEILL
OFFICIAL SEAL

Melissa O'Neill
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, being a Notary Public in and for said County and State, DO HEREBY CERTIFY THAT KENNETH E. PIELUT, Trust Officer of The Harris Trust and Savings Bank, being personally known to me as the person whose name is subscribed to the foregoing instrument, personally appeared before me this date and acknowledged that he signed and delivered said instrument in his capacity as Trust Officer, as the free and voluntary act of said corporation.

2014-01-15

COOK COUNTY Clerk's Office

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STATE OF ILLINOIS
CLERK OF THE SUPREME COURT

IN SENATE
JANUARY 11, 1911
REPORT OF THE COMMISSIONERS OF THE LAND OFFICE
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE
MAY 15, 1909

REPORT OF THE COMMISSIONERS OF THE LAND OFFICE

MA COMMISSIONER EXHIBIT 31213
ILLINOIS STATE OF ILLINOIS
MELISSA K. OWE
OFFICIAL SEAL

STATE OF ILLINOIS
CLERK OF THE SUPREME COURT

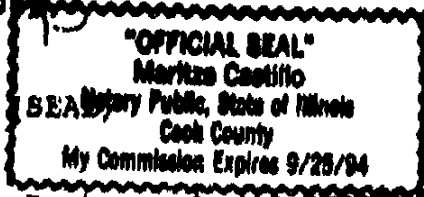
IN SENATE
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IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE
MAY 15, 1909

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WITNESS my hand and Notarial Seal this 19th day of Jan
1993



Maritza Castillo
Notary Public

This Instrument was prepared by and should be returned after recording to:

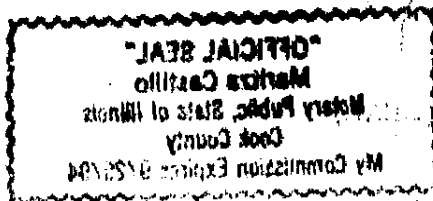
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