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The Prime Group
46 CT 12 171 N Clark
Chicago, IL 60601
Attn: Stephany Longson

JUN 21 1993

FIRST AMENDMENT TO EASEMENT AGREEMENT

Carol N. Anton
LAKE COUNTY

THIS FIRST AMENDMENT TO EASEMENT AGREEMENT ("First Amendment") is made as of the 24th day of May, 1993, by and between GATX CORPORATION, a New York corporation ("Grantor") and EAST CHICAGO ENTERPRISE CENTER LIMITED PARTNERSHIP, an Illinois limited partnership ("Grantee").

WITNESSETH:

WHEREAS, by that certain Easement Agreement dated August 23, 1991, and recorded November 14, 1991, as Document No. 9105772 (the "Agreement"), by and between Grantor and Grantee, Grantor granted to Grantee a non-exclusive, permanent and perpetual easement for vehicular and pedestrian ingress and egress and for maintenance and repair of the Easement Area over, through, upon and across the Easement Area;

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WHEREAS, the legal description of Grantee's Parcel attached as Exhibit B to the Agreement covers only a part of those certain parcels of land legally described on Exhibit A attached hereto and made a part hereof, which parcels are improved with certain office, warehouse and manufacturing facilities operated as part of an integrated common site of management and development in the business park commonly known as East Chicago Enterprise Center located in East Chicago, Indiana (the "Project");

WHEREAS, by execution of the Agreement, the parties intended that the easements created thereby be appurtenant to and benefit the entire Project and not just the property described on Exhibit B to the Agreement; and

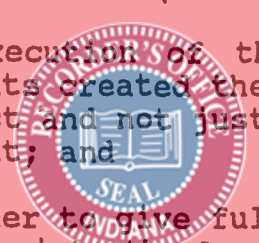
WHEREAS, in order to give full effect to the intentions of the parties in entering into the Agreement, Grantor and Grantee desire to clarify and confirm that the easement rights created by the Agreement are and shall be appurtenant to the entire Project.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Agreement is hereby amended in part by deleting the legal description of Grantee's Parcel set forth in Exhibit B to the Agreement and substituting therefor the legal description of the Project set forth on Exhibit A. The parties agree and acknowledge that Grantee's Parcel shall include the entire Project and that any and all references to Grantee's Parcel in the

Chicago Title Insurance Company

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RECORDER



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Agreement or this First Amendment shall mean and refer to the entire Project.

2. Paragraph 9 of the Agreement is hereby amended in part in that (i) the existing notice address for Grantee shall be deleted and the following substituted therefor:

East Chicago Enterprise Center Limited Partnership
c/o The Prime Group, Inc.
77 West Wacker
Suite 3900
Chicago, Illinois 60601
Attention: Michael W. Reschke, President
Fax Number: (312) 782-5867

with a copy to:

The Prime Group, Inc.
77 West Wacker
Suite 3900
Chicago, Illinois 60601
Attention: Robert J. Rudnik, General Counsel
Fax Number: (312) 782-5867

and (ii) effective September 1, 1993, the notice addresses for Grantor shall be changed to:

GATX Corporation
500 West Monroe Street
Chicago, Illinois 60606
Attention: General Counsel
Fax Number: (312) 621-6647

with a copy to:

General American Transportation Corporation
500 West Monroe Street
Chicago, Illinois 60606
Attention: President
Fax Number: (312) 621-6581

3. This First Amendment shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns. The provisions of this First Amendment shall constitute covenants running with the land.

4. This First Amendment, together with the Agreement, contains the entire agreement of the parties with respect to the subject matter herein contained and all preliminary negotiations with respect to the subject matter herein contained are merged into and incorporated into this First Amendment, and all prior documents and correspondence between the parties with respect to the subject matter herein contained are superseded and of no further force or

effect other than the Agreement, except to the extent modified hereby.

5. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. Except as otherwise provided in this First Amendment, all provisions of the Agreement shall remain in full force and effect and are not modified by this First Amendment and the parties hereby ratify and confirm each and every provision thereof.

7. Unless otherwise provided herein, all capitalized words and terms in this First Amendment shall have the same meanings ascribed to such words and terms as in the Agreement.



IN WITNESS WHEREOF, Grantor and Grantee have executed this First Amendment as of the day and year first above written.

GRANTOR:

GATX CORPORATION

By: Paul A. Heine
Its: Vice-President

GRANTEE:

EAST CHICAGO ENTERPRISE CENTER
LIMITED PARTNERSHIP

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By: The Prime Group, Inc.,
Its Managing Partner

This Document is the property of
By: [Signature]
the Lake County Recorder!
[Signature]
J.P.



This instrument was prepared by
and after recording return to:

D. Albert Daspin
Winston & Strawn
35 West Wacker
Chicago, Illinois 60601

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, Lisa M. Ibarra, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Paul A. Heinen, personally known to me to be the Vice-President of GATX Corporation, and 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 Vice-President of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 24th day of May 1993.

"OFFICIAL SEAL"
LISA M. IBARRA
Notary Public, State of Illinois
My Commission Expires 6/6/94

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the Lake County Recorder! Ibarra
Notary Public

My Commission Expires: June 4 1994



STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

Before me on this day personally appeared James G. Martell, the Senior V.P. of The Prime Group, Inc., an Illinois corporation, the managing General Partner of East Chicago Enterprise Center Limited Partnership, an Illinois limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

Dated this 1st day of June, 1993.

"OFFICIAL SEAL"
MARILYN K. RENDER
Notary Public, State of Illinois
My Commission Expires May 18, 1996

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the Lake County Recorder

Marilyn K. Render
Notary Public

My Commission Expires: May 18, 1996

STOP



EXHIBIT A

Lots 1, 2, 3 and 4, East Chicago Enterprise Center to the City of East Chicago, Lake County, Indiana, as shown in Plat Book 73, page 78, in Lake County, Indiana.

Key# 30-634-1, 2, 3, & 4.

