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Prepared by and
after recording return to:
Edward A. McMerty, III, Esq.
Buchanan Ingersoll & Rooney PC
Two Liberty Place
50 S. 16th Street, Suite 3200
Philadelphia, PA 19102

Real Estate Documents Modification Agreement



THIS REAL ESTATE DOCUMENTS MODIFICATION AGREEMENT (this "**Agreement**") is made as of December 14, 2011 but effective as of December 15, 2011, by and between **I & G INVERNESS RETAIL, L.L.C.**, a Delaware limited liability company (the "**Mortgagor**"), with an address at c/o LaSalle Investment Management, Inc., 200 East Randolph Drive, Chicago, Illinois 60601, Attn: LaSalle Income & Growth Fund IV, President, and **PNC BANK, NATIONAL ASSOCIATION** as Administrative Agent for the Lenders (defined below) (the "**Mortgagee**"), with an address at PNC Real Estate, One PNC Plaza, 249 Fifth Avenue, Pittsburgh, PA 15222-2707, Attention: Terri Wyda, Senior Vice President.

BACKGROUND

A. Pursuant to a certain Revolving Credit Agreement, dated October 4, 2007, executed and delivered by LaSalle Income & Growth Fund IV, as borrower, National City Bank, as Administrative Agent ("**NCB**"), and the Lenders (the "**Original Credit Agreement**"), as amended and modified by that certain Amendment Regarding Increase dated October 9, 2007 between LaSalle, NCB, as Administrative Agent, and the Lenders (the "**First Amendment**"), that certain Waiver and Increase dated October 30, 2007 between LaSalle, NCB, as Administrative Agent, and the Lenders (the "**Waiver**"), that certain Third Amendment to Credit Agreement dated December 17, 2009 among LaSalle, Mortgagor and the other borrowers under the Loan Documents (collectively, "**Borrowers**"), Mortgagee, as successor-by-merger to NCB, as Administrative Agent, and the Lenders (the "**Third Amendment**"), and that certain that certain Waiver and Fourth Amendment to Credit Agreement dated November 14, 2011 between Borrowers and Mortgagee, as Administrative Agent, and the Lenders (the "**Fourth Amendment**") (as may be amended, modified, supplemented or restated by the First Amendment, the Waiver, the Third Amendment, and the Fourth Amendment the "**Credit Agreement**"), the Lenders made certain loans (collectively, the "**Loan**") to Borrowers, and to evidence Borrowers' indebtedness to the Lenders, Borrowers executed and delivered certain Amended and Restated

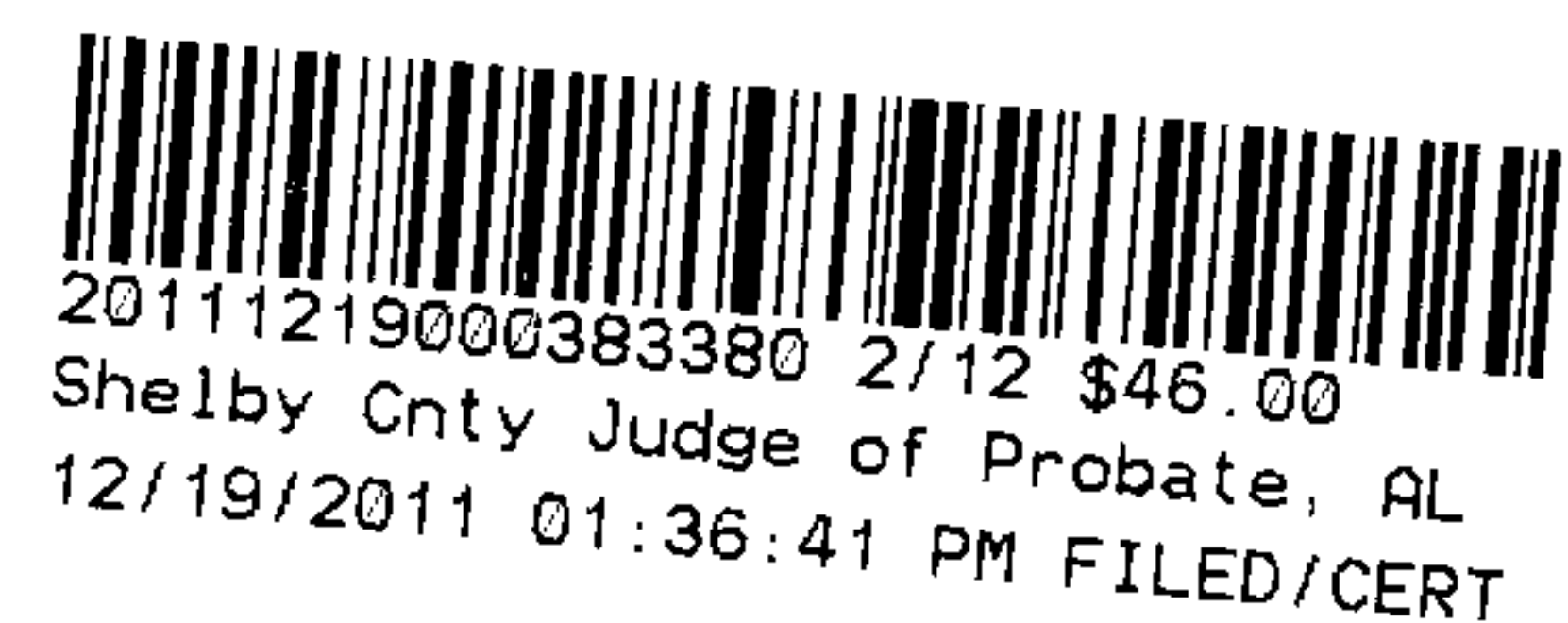
Promissory Notes in favor of the Mortgagee, in its capacity as a Lender, Raymond James Bank and Comerica Bank (collectively, the "**Lenders**") dated December 17, 2009, in the original principal amount of Ninety One Million Dollars (\$91,000,000.00), which was an amendment and restatement of that certain Note dated October 4, 2007, from LaSalle, as maker, to National City Bank, predecessor-in-interest of PNC Bank, as payee, in the original principal amount of Loan made under the Original Credit Agreement (collectively, the "**Note**").

B. On the date hereof, Borrowers, the Mortgagee, as Administrative Agent, and the Lenders have entered into a certain Fifth Amendment to Credit Agreement and Amendment to Loan Documents (the "**Amendment**"), pursuant to which, among other things, after application of Borrowers' partial pre-payment on the principal balance thereof, the maximum principal amount of the Loan has been decreased to Thirty Five Million Fifty Three Thousand Thirty Five and 55/100 Dollars (\$35,053,035.55) (the "**New Loan Amount**"). On the date hereof, Borrowers have also executed and delivered to the Lenders certain Second Amended and Restated Note (collectively, the "**Restated Note**"), pursuant to which the Note was amended and completely restated to evidence the Loan, as decreased to the New Loan Amount.

C. The Note is secured, inter alia, by: (i) the lien of a certain Mortgage and Security Agreement dated December 17, 2009, executed and delivered by the Mortgagor to the Mortgagee, as Administrative Agent for the benefit of the Lenders, which was recorded in the Office of the Judge of Probate Court for Shelby County, Alabama (the "**Recorder's Office**") as Instrument Number 20091229000474210 (the "**Mortgage**"), constituting a first priority lien on, and granting a security interest on and in, a parcel of land and the buildings and other improvements thereon, known as Inverness Corners and Inverness Plaza Shopping Center, located at Highway 280 and Valleydale Road, Hoover, Jefferson County, Alabama (the "**Premises**"), as more particularly described on attached Exhibit A, which is made a part of this Agreement, and (ii) that certain Assignment of Rents, Leases and Profits dated December 17, 2009, executed and delivered by the Mortgagor to the Mortgagee, as Administrative Agent for the benefit of the Lenders, which was recorded in the Recorder's Office as Instrument Number 20091229000474220 (the "**Lease Assignment**") (the Mortgage and the Lease Assignment are hereinafter collectively called the "**Real Estate Documents**"). The Credit Agreement and other Loan Documents, as amended by the Amendment, the Note as restated by the Restated Note, the Real Estate Documents, as amended by this Agreement, and all other security agreements, pledge agreements, collateral assignments, and other agreements, instruments, certificates and documents executed and delivered in connection with the Loan, some or all of which are more fully described on attached Exhibit B, which is made a part of this Agreement, are as amended from time to time, collectively the "**Loan Documents**").

D. As a condition to the Administrative Agent's execution of the Amendment for the benefit of the Lenders, the Administrative Agent has required, and the Mortgagor has agreed to, amend the Mortgage to provide that the Mortgage shall secure payment of the New Loan Amount, as evidenced by the Restated Note, and performance of all of Borrowers' and the Mortgagor's obligations under the Loan Documents, as modified by the Amendment (the "**Obligations**").

NOW, THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties hereto agree as follows:



1. The Real Estate Documents are amended as set forth in Exhibit B. Any and all references to any Real Estate Document(s) in any other Loan Document shall be deemed to refer to the Real Estate Documents as amended by this Agreement. This Agreement is deemed incorporated into the Real Estate Documents. Any initially capitalized terms used in this Agreement without definition shall have the meanings assigned to those terms in the Loan Documents. To the extent that any term or provision of this Agreement is or may be inconsistent with any term or provision in the Real Estate Documents, the terms and provisions of this Agreement shall control.

2. The Mortgagor hereby agrees that the Real Estate Documents and the Premises shall secure, in addition to the performance of all of Borrowers' and the Mortgagor's Obligations under the Restated Note, the Real Estate Documents and the other Loan Documents, payment of the Obligations evidenced by the Restated Note, with interest as provided therein and all other sums due thereunder and under the other Loan Documents.

3. The Mortgagor hereby certifies that: (a) all of its representations and warranties in the Real Estate Documents are, except as may otherwise be stated in this Agreement: (i) true and correct as of the date of this Agreement, (ii) ratified and confirmed without condition as if made anew, and (iii) incorporated into this Agreement by reference, (b) no Event of Default or event which, with the passage of time or the giving of notice or both, would constitute an Event of Default, exists under the Real Estate Documents which will not be cured by the execution and effectiveness of this Agreement, (c) no consent, approval, order or authorization of, or registration or filing with, any third party is required in connection with the execution, delivery and carrying out of this Agreement or, if required, has been obtained, and (d) this Agreement has been duly authorized, executed and delivered so that it constitutes the legal, valid and binding obligation of the Mortgagor, enforceable in accordance with its terms.

4. The Mortgagor hereby confirms that the Real Estate Documents, as modified by this Agreement, shall continue as collateral for the Loan unimpaired and in full force and effect, and shall cover and secure all of Borrowers' and the Mortgagor's existing and future Obligations to the Administrative Agent for the benefit of the Lenders and to the Lenders, as modified by the Amendment.

5. This Agreement may be signed in any number of counterpart copies and by the parties to this Agreement on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

6. This Agreement will be binding upon and inure to the benefit of the Mortgagor and the Administrative Agent for the benefit of the Lenders and their respective heirs, executors, administrators, successors and assigns.

7. This Agreement has been delivered to and accepted by the Administrative Agent for the benefit of the Lenders and will be deemed to be made in the State where the Administrative Agent's office indicated in the Loan Documents is located. This Agreement will be interpreted and the rights and liabilities of the Mortgagor and the Administrative Agent determined in accordance with the laws of the State of Illinois, except that the laws of the State where the Premises is located (if different from the

State where such office of the Administrative Agent is located) shall govern the creation and foreclosure of the liens created under the Real Estate Documents, as amended hereby, on the Premises or any interest therein.

8. Except as amended hereby, the terms and provisions of the Real Estate Documents remain unchanged, are and shall remain in full force and effect unless and until modified or amended in writing in accordance with their terms, and are hereby ratified and confirmed. Except as expressly provided herein, this Agreement shall not constitute an amendment, waiver, consent or release with respect to any provision of any Loan Document, a waiver of any default or Event of Default under any Loan Document, or a waiver or release of any of the Administrative Agent's rights and remedies for the benefit of the Lenders (all of which are hereby reserved). **The Mortgagor expressly ratifies and confirms the waiver of jury trial provisions contained in the Loan Documents.**

WITNESS the due execution hereof as a document under seal, as of the date first written above.


I & G INVERNESS RETAIL, L.L.C.,
a Delaware limited liability company

By: LaSalle Income & Growth Fund IV,
a Maryland real estate investment trust,
its sole member

By: Brian Kuzman
Name: BRIAN KUZMAN
Title: VICE PRESIDENT

PNC BANK, NATIONAL ASSOCIATION,
a national banking association

By: _____
Print Name: Terri A. Wyda
Title: Senior Vice President


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ACKNOWLEDGMENTS

STATE OF ILLINOIS

COUNTY OF COOK

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SS:

On this, the 14th day of December, 2011, before me, a Notary Public, the undersigned officer, personally appeared Brian Kuzniar, who acknowledged himself to be the Vice President of LaSalle Income & Growth Fund IV, a Maryland real estate investment trust, the sole member of I & G INVERNESS RETAIL, L.L.C., a Delaware limited liability company, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said real estate investment trust, as sole member of said limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

My commission expires: 5/29/15



[acknowledgements continue on the next page]



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State where such office of the Administrative Agent is located) shall govern the creation and foreclosure of the liens created under the Real Estate Documents, as amended hereby, on the Premises or any interest therein.

8. Except as amended hereby, the terms and provisions of the Real Estate Documents remain unchanged, are and shall remain in full force and effect unless and until modified or amended in writing in accordance with their terms, and are hereby ratified and confirmed. Except as expressly provided herein, this Agreement shall not constitute an amendment, waiver, consent or release with respect to any provision of any Loan Document, a waiver of any default or Event of Default under any Loan Document, or a waiver or release of any of the Administrative Agent's rights and remedies for the benefit of the Lenders (all of which are hereby reserved). **The Mortgagor expressly ratifies and confirms the waiver of jury trial provisions contained in the Loan Documents.**

WITNESS the due execution hereof as a document under seal, as of the date first written above.

I & G INVERNESS RETAIL, L.L.C.,
a Delaware limited liability company

By: LaSalle Income & Growth Fund IV,
a Maryland real estate investment trust,
its sole member


By: _____
Name: _____
Title: _____

PNC BANK, NATIONAL ASSOCIATION,
a national banking association

By: *Terri A. Wyda*
Print Name: Terri A. Wyda
Title: Senior Vice President

SS:

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
BETH MALOTA - NOTARY PUBLIC
City of Pittsburgh, Allegheny County
MY COMMISSION EXPIRES JUN. 03, 2014

**PNC Bank, National Association
PNC Real Estate
One PNC Plaza 249 Fifth Avenue
Pittsburgh, PA 15222-2707
Attention: Terri Wyda, Senior Vice President**

EXHIBIT A

REAL ESTATE DOCUMENTS MODIFICATION AGREEMENT

Inverness Corner Shopping Center: - Parcel 1

All that piece, parcel or tract of land and being at Southeastern intersection of the U.S. Hwy. 280 and County Road 17 known as Valleydale Road in Shelby County, Alabama and being more particularly described as follows:

Beginning at a point on the Southern edge of Valleydale Road (Route 17 Shelby County) and running with Valleydale Road fourteen (14) calls to wit: North 33 degrees 47 minutes 02 seconds East for a distance of 212.20 feet to a point; thence North 30 degrees 13 minutes 44 seconds East for a distance of 146.44 feet to a point thence a curve to the right with a chord bearing and distance of North 33 degrees 33 minutes 44 seconds East, 253.25 feet (R-1482.42'; AL-253.56') to a point; thence a curve to the right with a chord bearing and distance of North 42 degrees 28 minutes 26 seconds East, 127.10 feet (R-1057.56; AL-127.18') to a point; thence a curve to the right with a chord bearing and distance of North 49 degrees 13 minutes 27 seconds East, 220.45 feet (R-1527.67'; AL-220.65') to a point; thence a curve to the right with a chord bearing and distance of North 55 degrees 39 minutes 08 seconds East, 147.90 feet (R-1968.19'; AL-147.93') to a point; thence a curve to the left with a chord bearing and distance of North 54 degrees 54 minutes 30 seconds East, 173.97' (R-1326.78'; AL-174.10') to a point; thence a curve to the left with a chord bearing and distance of North 48 degrees 42 minutes 29 seconds East, 157.02 feet (R-1554.42'; AL-157.08') to a point; thence a curve to the left with a chord bearing and distance of North 42 degrees 39 minutes 05 seconds East, 271.82 feet (R-1482.42'; AL-272.20') to a point; thence with a curve to the left with a chord bearing and distance of North 33 degrees 56 minutes 25 seconds East, 54.11 feet (R-1482.42'; AL-54.12') to a point; thence South 57 degrees 06 minutes 20 seconds East for a distance of 5.00 feet to a point; thence North 31 degrees 40 minutes 47 seconds East for a distance of 63.06 feet to a point; thence North 29 degrees 21 minutes 44 seconds East for a distance of 36.77 feet to a point; thence North 29 degrees 01 minutes 23 seconds East for a distance of 200.22 feet to a point at the intersection of Valleydale Road and U.S. Highway 280; thence running with U.S. Highway 280 for two (2) courses to wit: South 64 degrees 07 minutes 08 seconds East for a distance of 69.95 feet to a point; thence South 60 degrees 56 minutes 53 seconds East for a distance of 172.15 feet to a point; thence leaving U.S. Hwy. 280 and running with property of Schlotsky's Realty for eight (8) courses to wit: South 29 degrees 00 minutes 44 seconds West for a distance of 225.82 feet to an iron pin; thence running South 74 degrees 00 minutes 05 seconds West for a distance of 21.45 feet to a point; thence running North 60 degrees 54 minutes 51 seconds West for a distance of 11.83 feet to an iron pin; thence running South 30 degrees 26 minutes 19 seconds West 5.61 feet to a point; thence running a curve to the left with a chord bearing and distance of South 39 degrees 06 minutes 56 seconds East, 92.82 feet; (R-50.00'; AL-118.95') to a point; thence running North 72 degrees 43 minutes 57 seconds East for a distance of 23.89 feet to an iron pin; thence running with a curve to the right with a chord bearing and distance of South 88 degrees 16 minutes 49 seconds East, 143.89 feet (R-220.50'; AL-146.58') to an iron pin; thence North 29 degrees 01 minutes 47 seconds East for a distance of 197.77 feet to a point on the Southern margin of U.S. Hwy. 280; thence running with U.S. Hwy. 280 for two (2) calls to wit: South 60 degrees 56 minutes 53 seconds East for a distance of 234.60 feet to an iron pin; thence South 61 degrees 19 minutes 38 seconds East for a distance of 77.00 feet to an iron pin; thence leaving U.S. Hwy. 280 and running with Pier One Imports for six (6) courses to wit: South 28 degrees 42 minutes 18 seconds West for a distance of 110.80 feet to a point; thence running with a curve to the left with a chord bearing and distance of South 17 degrees 53 minutes 25 seconds West, 37.07 feet (R-99.92'; AL-37.29') to a point; thence running South 61 degrees 16 minutes 32 seconds East for a distance of 191.05 feet to a point; thence a curve to the right with a chord bearing

and distance of South 16 degrees 17 minutes 42 seconds East, 42.43 feet (R-30.00 feet; AL-47.12') to a point; thence running South 28 degrees 42 minutes 18 seconds West for a distance of 74.30 feet to a point; thence running North 89 degrees 45 minutes 04 seconds East for a distance of 17.14 feet to an iron pin; thence running South 31 degrees 51 minutes 47 seconds West for a distance of 46.24 feet to an iron pin; thence South 16 degrees 23 minutes 44 seconds East for a distance of 22.63 feet to an iron pin; thence South 72 degrees 09 minutes 04 seconds West for a distance of 33.85 feet to an iron pin; thence running with First National Bank of Shelby County for twelve (12) courses to wit: a curve to the left with a bearing and distance of North 34 degrees 22 minutes 07 seconds West, 91.27 feet (R-160.50'; AL-92.55') to a point; thence South 53 degrees 07 minutes 30 seconds East for a distance of 9.55 feet to a point; thence running a curve to the left with a chord bearing and distance of North 79 degrees 48 minutes 56 seconds West, 31.44 feet (R-35.00'; AL-32.61') to a point; thence running South 73 degrees 35 minutes 14 seconds West for a distance of 2.93 feet to a point; thence running a curve to the left with a chord bearing and distance of South 66 degrees 53 minutes 41 seconds West, 32.18 feet (R-140.00'; AL-32.25') to a point; thence running South 60 degrees 17 minutes 44 seconds West for a distance of 10.54 feet to a point; thence running a curve to the right with a chord bearing and distance of South 67 degrees 20 minutes 21 seconds West, 24.52 feet (R-100.00'; AL-24.59') to a point; thence running South 74 degrees 28 minutes 33 seconds West for a distance of 4.21 feet to a point; thence running with a curve to the left with a chord bearing and distance of South 58 degrees 05 minutes 08 seconds West, 30.31 feet (R-54.00'; AL-30.72') to a point; thence running South 41 degrees 52 minutes 54 seconds West for a distance of 65.95 feet to a point; thence running with a curve to the left with a bearing and distance of South 66 degrees 39 minutes 35 seconds West, 57.35 feet (R-112.00'; AL-57.99') to a point; thence running South 09 degrees 29 minutes 50 seconds East for a distance of 163.23 feet to an iron pin; thence running with Parcel 36 for three (3) courses to wit: South 83 degrees 45 minutes 52 seconds West for a distance of 158.30 feet to an iron pin; thence running South 18 degrees 47 minutes 15 seconds West for a distance of 349.69 feet to an iron pin; thence running with property now or formerly Investments Associates (formerly Met Life Insurance Company) for ten (10) courses to wit: South 02 degrees 05 minutes 56 seconds West for a distance of 237.37 feet to an iron pin; thence running North 87 degrees 53 minutes 19 seconds West for a distance of 590.29 feet to a point; thence running South 00 degrees 21 minutes 07 seconds East for a distance of 4.08 feet to a point; thence running South 85 degrees 52 minutes 52 seconds West for a distance of 126.86 feet to a point; thence running South 82 degrees 35 minutes 48 seconds West for a distance of 122.74 feet to a point; thence running South 84 degrees 24 minutes 44 seconds West for a distance of 336.12 feet to a point; thence running South 30 degrees 29 minutes 58 seconds West for a distance of 6.13 feet to a point; thence running with a curve to the right with a chord bearing and distance of North 80 degrees 13 minutes 35 seconds West, 118.64 feet (R-201.26'; AL-120.43') to an iron pin; thence running North 63 degrees 00 minutes 24 seconds West for a distance of 115.34 feet to a point; thence running with a curve to the left with a bearing and distance of South 73 degrees 22 minutes 00 seconds West, 110.36 feet (R-80.00'; AL-121.78') to an iron pin; thence North 60 degrees 07 minutes 50 seconds West for a distance of 12.00 feet to the Point and Place of Beginning.

All curves should be considered non-radial.

Inverness Plaza: - Parcel 2

All that piece or tract of land lying at the Southwestern intersection of U.S. Hwy. 280 and County Road 17 known as Valleydale Road in Shelby County, Alabama and more particularly described as follows:

Beginning at an iron pin marking the Northeastern corner of Parcel 2 as shown in P.B. 9, Page 11 located on the Southwestern right of way of U.S. Hwy. 280; thence running with U.S. Hwy. 280 South 60 degrees 56 minutes 31 seconds East for 777.70 feet to an iron pin, passing 'X's in concrete: (1) at 59.50 feet and 345.50 feet (corners of leased property to AmSouth Bank); (2) at 420.56 feet (edge of ingress-egress road and Northwest corner leased property to Compass Bank); thence continuing with U.S. Hwy. 280 South 15

degrees 50 minutes 49 seconds East for 34.90 feet to an iron pin; thence leaving U.S. Hwy 280 and running with property of WEC 2000 A-1, LLC for five (5) courses to-wit: (1) South 79 degrees 07 minutes 59 seconds West for 357.86 feet to an 'X' in concrete; (2) South 10 degrees 52 minutes 11 seconds East for 200.89 feet at an 'X' in concrete; (3) a curve to the left with a chord bearing of South 30 degrees 22 minutes 38 seconds East for 75.80 feet (R=113.50 feet; L=77.29 feet); (4) South 49 degrees 53 minutes 05 seconds East for 6.69 feet; (5) a non-radial curve to the left with a chord bearing of South 86 degrees 15 minutes 37 seconds East for 85.58 feet (R=72.14 feet; L=91.62 feet) to an iron pin on the Western right of way of Valleydale Road; thence with Valleydale Road, a curve to the right with a chord bearing of South 40 degrees 03 minutes 14 seconds West for 177.19 feet (R=1392.42 feet; L=177.31 feet); thence leaving Valleydale Road and running with property of Hwy. 280 LLC, known as Outparcel "D", Map Book 24, Page 2; for four (4) courses to-wit: (1) a curve to the left with a chord bearing of North 13 degrees 35 minutes 36 seconds West for 85.58 feet (R=72.14 feet; L=91.61 feet); (2) reverse curve to the right with a chord bearing of North 39 degrees 57 minutes 58 seconds West for 38.75 feet (R=111.50 feet; L=38.95 feet); (3) third reverse curve to the left with a chord bearing of North 82 degrees 56 minutes 16 seconds East for 79.04 feet (R=149.50 feet; L=91.54 feet); (4) South 44 degrees 05 minutes 01 seconds West for 289.86 feet to an iron pin; thence leaving Outparcel "D" and running with Inverness Site 35 for two (2) courses to-wit: (1) South 79 degrees 00 minutes 03 seconds West for 53.06 feet to an iron pin; (2) North 60 degrees 54 minutes 59 seconds West for 490.07 feet to an iron pin in property boundary with Parcel 1 of Map Book 9, Page 11; thence leaving Site 35 and running with Eastern boundary of Parcels 1 and 2 as shown in Map Book 9, Page 11 North 29 degrees 06 minutes 51 seconds East for 852.31 feet to the point of beginning;

This description is the remainder of Inverness Plaza Shopping Center located in Section 36, Township 18 South, Range 02 West of Shelby County, Alabama after excepting out those properties transferred to:

(a) CVS Pharmacy in Instrument 200000035573

(b) HWY 280 LLC in Instrument 1998-00020068 known as Outparcel "D" as recorded in Map Book 24, Page 2

Site 35: - Parcel 4

All that piece or tract of land lying at the Northwestern intersection of Inverness Central Drive and Alabama Hwy. 17 (A.K.A. Valleydale Road) in Shelby County mostly in Section 36, Township 18 South, Range 2 West near the City of Birmingham and more particularly described as:

Commencing at the Southwest corner of the Southeast $\frac{1}{4}$ of Section 36, Township 18 South, Range 2 West and running with the West line of Southeast $\frac{1}{4}$ North 00 degrees 02 minutes 56 seconds West for 771.46 feet to an iron pin, being the Southwestern corner of property now or formerly of Industrial Development Board of Vincent which is the point of beginning. Thence running with Industrial Development Board of Vincent for two (2) courses to-wit: (1) South 60 degrees 54 minutes 05 seconds East for 257.28 feet to an iron pin; (2) North 29 degrees 05 minutes 55 seconds East for 643.67 feet to an iron pin passing iron pin at 499.95 feet; thence turning and running with Inverness Plaza Shopping Center (various owners) for four (4) courses to-wit: (1) South 60 degrees 54 minutes 59 seconds East for 490.07 feet to an iron pin; (2) North 79 degrees 00 minutes 03 seconds East for 53.06 feet to an iron pin; (3) South 44 degrees 05 minutes 01 seconds West for 5.13 feet to an iron pin; (4) South 33 degrees 00 minutes 02 seconds East for 146.34 feet to a point passing an iron pin at 141.34 feet on the Western right of way of Valleydale Road; thence with Valleydale Road for six (6) courses to-wit: (1) South 56 degrees 42 minutes 04 seconds West for 75.86 feet; (2) a curve to the left with a chord bearing of South 43 degrees 23 minutes 36 seconds West for 782.62 feet (R=700.00 feet; L=789.71 feet); (3) South 29 degrees 46 minutes 38 seconds West for 308.33 feet; (4) North 60 degrees 13 minutes 22 seconds West for 25.00

feet; (5) South 30 degrees 04 minutes 05 seconds West for 148.12 feet; (6) a curve to the right with a chord bearing of South 77 degrees 28 minutes 22 seconds West for 116.30 feet (R=86.00 feet; L=127.71 feet) thence leaving Valleydale Road and running with the Northern right of way of Inverness Center Drive for four (4) courses to-wit: (1) North 59 degrees 59 minutes 05 seconds West for 87.02 feet; (2) a curve to the left with a chord bearing of North 67 degrees 31 minutes 16 seconds West for 269.50 feet (R=1027.50 feet; L=270.30 feet); (3) North 75 degrees 03 minutes 26 seconds West for 147.31 feet; (4) a curve to the right with a chord bearing of North 68 degrees 02 minutes 57 seconds West for 116.52 feet (R=477.50 feet; L=116.81 feet); thence leaving Inverness Center Drive and running with Site 31 of Inverness Center North 32 degrees 05 minutes 34 seconds East for 835.84 feet to the point of beginning.




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EXHIBIT B

REAL ESTATE DOCUMENTS MODIFICATION AGREEMENT

From and after the date of this Agreement, all references in the Real Estate Documents to the Note and the indebtedness evidenced thereby shall mean and refer to the Restated Note, and the indebtedness evidenced thereby, including, but not limited to, the New Loan Amount. Accordingly, all references in the Real Estate Documents to the sum of "\$91,000,000.00" are hereby deleted and the sum of "\$35,053,035.55" is substituted therefor and all references to the term "Loan" shall mean and refer to the principal amount of "\$35,053,035.55".


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