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2000-08-09 15:41:00  
Cook County Recorder 133.50



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Pool I

**RECORDING REQUESTED BY AND  
AFTER RECORDING RETURN TO:**

Cross Reference The Security Instruments Referenced  
on Exhibits "B-1"-"B-4", As Appropriate

Midland Loan Services, Inc.  
210 West 10th Street  
Kansas City, Missouri 64105  
Attention: Ronald G. Middleton

Loan Number 03-0222557



**CONSENT AND ASSUMPTION  
AGREEMENT**

This Consent and Assumption Agreement (this "Agreement") is entered into as of August 2, 2000 by and among ECHO HILLS CENTER ASSOCIATES (MLP) LIMITED PARTNERSHIP, a Virginia limited partnership, GWINNETT MARKETFAIR ASSOCIATES LIMITED PARTNERSHIP, a Georgia limited partnership, MOUNT PROSPECT PLAZA (MLP) LIMITED PARTNERSHIP, an Illinois limited partnership, and WESTERN HILLS PLAZA L.L.C., a Delaware limited liability company (collectively referred to herein as "Seller", and individually as a "Seller"), each with an address of 1300 Wilson Boulevard, Suite 400, Arlington, Virginia 22209, THE MILLS LIMITED PARTNERSHIP, a Delaware limited partnership ("Original Principal"), with an address of 1300 Wilson Boulevard, Suite 400, Arlington, Virginia 22209, STOMAD CENTERS WEST FALLS CHURCH, LLC, a Delaware limited liability company, STOMAD CENTERS GWINNETT MARKET FAIR, LLC, a Delaware limited liability company, STOMAD CENTERS MOUNT PROSPECT PLAZA, LLC, a Delaware limited liability company, and STOMAD CENTERS WESTERN HILLS PLAZA, LLC, a Delaware limited liability company (collectively referred to herein as "Buyer", and individually as a "Buyer"), each with an address of c/o Stoltz Management of Delaware, Inc., 725 Conshohocken State Road, Bala Cynwyd, Pennsylvania 19004, KEITH STOLTZ, an individual resident of the State of Wyoming ("Principal"), with an address of c/o Stoltz Management of Delaware, Inc., Suite 212, 3828 Kennett Pike, Greenville, DE 19807, and STATE STREET BANK AND TRUST COMPANY, AS TRUSTEE FOR THE HOLDERS OF J.P. MORGAN COMMERCIAL MORTGAGE FINANCE CORP. MORTGAGE PASS-THROUGH CERTIFICATES SERIES 1999-C8 (A/K/A "STATE STREET BANK AND TRUST CO. AS TRUSTEE FOR J.P. MORGAN COMMERCIAL MORTGAGE FINANCE CORPORATION, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 1999-C8") ("Lender"), with an address of c/o Midland Loan Services, Inc., 210 West 10th Street, 6th Floor, Kansas City, Missouri 64105, re: Loan No. 03-0222557.

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Property of Cook County

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For purposes of indexing this Agreement under the Recording Statute for the State of Virginia, each of Seller, Original Principal, Buyer, Principal and Lender shall be indexed both as "Grantor" and "Grantee."

## RECITALS

- A. Seller is the owner of certain real property more particularly described in Exhibits "A-1" through "A-4" attached hereto and incorporated herein by reference. Each such parcel of real property, together with all improvements, fixtures and personal property located thereon is referred to collectively as the "Property".
- B. Lender is the owner and holder of certain documents (the "Loan Documents") evidencing and securing a loan (the "Loan") made by Morgan Guaranty Trust Company of New York ("Original Lender"), to Seller, including, without limitation, the:
- (i) Promissory Note (the "Note"), dated as of January 26, 1999, in the original principal amount of \$ 58,400,000.00, executed by Seller, as maker, in favor of Original Lender;
  - (ii) Certain mortgages, deeds of trust and deeds to secure debt (collectively the "Security Instruments" and each a "Security Instrument") more particularly described in Exhibits "B-1" through "B-4".
  - (iii) Certain Assignments of Leases and Rents (collectively, the "Assignments of Leases" and each an "Assignment of Leases") more particularly described in Exhibits "B-1" through "B-4".
  - (iv) Loan Agreement dated as of January 26, 1999, executed by Seller and Original Lender, as amended by that certain First Amendment to Loan Agreement, dated as of April 7, 1999, executed by Seller and Original Lender (as amended, the "Loan Agreement").
  - (v) Contribution Agreement dated as of January 26, 1999, executed by Seller and Original Lender.
  - (vi) Certain UCC Financing Statements.
- C. In addition, Lender is the owner and holder of the following documents relating to the Loan that are not being assumed by Buyer or any other party in connection with the transactions governed by this Agreement (the "Retained Loan Documents"):
- (i) Guaranty, dated January 26, 1999, executed by Original Principal in favor of Original Lender.
  - (ii) Cash Management Agreement, dated as of January 26, 1999, executed by Seller, Original Lender and NationsBank, N.A.

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- (iii) Certain Environmental Indemnities executed by each Seller in favor of Original Lender with respect to the Property.
  - (iv) Assignment of Management Agreement and Subordination of Management Fees executed by each Seller in favor of Original Lender with respect to the Property, and consented to by Management Associates Limited Partnership.
- D. Midland Loan Services, Inc. services the Loan for Lender, as master servicer, pursuant to a certain Pooling and Servicing Agreement (the "Pooling and Servicing Agreement") dated as of August 1, 1999.
- E. Seller and Kejack, Inc. are parties to a certain Purchase and Sale Agreement (as amended and as assigned to Buyer, the "Purchase Agreement") dated March 8, 2000 pursuant to which the Property is to be transferred to Buyer and Buyer is to assume the Loan (the "Transfer and Assumption"), and have requested that Lender consent to the Transfer and Assumption.
- F. Subject to the terms and conditions of this Agreement, Lender has agreed to consent to the Transfer and Assumption.

## AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

### 1. CONSENT TO TRANSFER.

- (a) Subject to satisfaction of all of the conditions contained herein, Lender consents to the Transfer and Assumption and the change in the management of the Property resulting from the Transfer and Assumption. This consent is strictly limited to the Transfer and Assumption described in this Agreement. This Agreement shall not constitute a waiver or modification of any requirement of obtaining Lender's consent to any future transfer of the Property or any portion thereof or interest therein or future change in management of the Property, nor shall it constitute a modification of the terms, provisions, or requirements in the Loan Documents in any respect except as expressly provided herein. Buyer specifically acknowledges that any subsequent transfer of any interest in any of the Property or interest in Buyer in violation of the Loan Documents shall be a default thereunder, other than (i) any transfer of the partnership interests of the partners of Stomad Centers, L.P. (being the sole member of Buyer) pursuant to the terms of Article 9 of the Agreement of Limited Partnership of Stomad Centers, L.P., dated as of August 3, 2000, among Stomad Centers, Inc., Honeywell International Master Pension Trust and SSG Investors, LP or (ii) any transfer of the partnership interest of Stomad Centers, Inc. and/or SSG Investors, LP to Honeywell International Master Pension Trust pursuant to the terms of a certain Guaranty, Suretyship and Pledge Agreement, dated as of August 3, 2000, neither one of which shall be deemed a "Transfer" as defined in the Loan Agreement. The Loan Documents are hereby ratified and, except as

expressly modified in this Agreement, remain unmodified and are in full force and effect, including, without limitation, Section 6.1(l) of the Loan Agreement.

- (b) Seller hereby assigns to Buyer all of Seller's right, title and interest in, to and under the Loan Documents (except as otherwise provided herein), including, without limitation, all rights and benefits (after giving effect to the release provisions contained in Paragraph 12, below, and hereinafter referred to collectively as the "Rights") and burdens and obligations (collectively, the "Obligations"). Buyer hereby accepts such Rights and assumes such Obligations arising in, to and under the Loan Documents, subject to any amendments set forth herein.
- (c) Anything hereinelsewhere to the contrary notwithstanding, the Retained Loan Documents are not assigned to nor assumed by Buyer or Principal, and Seller's obligations under the Retained Loan Documents for matters arising from and after Closing are released pursuant to the terms of Paragraph 11 hereof.

**2. LOAN INFORMATION.** The parties hereto agree that as of the date hereof:

- (a) The outstanding principal balance of the Note is \$57,629,969.70.
- (b) The interest rate of the Note is a fixed rate of 7.30% per annum.
- (c) The maturity date of the Note is February 1, 2029.
- (d) The following listed payments are due and payable on the first day of each and every calendar month as of the date of Closing (as hereinafter defined):
  - (i) \$ 400,373.42 principal and interest installments;
  - (ii) \$ 149,671.20 tax escrow deposits;
  - (iii) \$ 5,047.17 insurance escrow deposits; and
  - (iv) \$ 12,854.96 replacement reserve escrow deposits.
- (e) The current balance of each escrow account held by Lender with respect to the Loan Note is:
  - (i) \$ 831,487.16 tax escrow account;
  - (ii) \$ 40,377.45 insurance escrow account; and
  - (iii) \$ 70,954.10 replacement reserve escrow account.
- (f) All required payments due through August 1, 2000 under the Loan Documents have been paid.

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- (g) To the best knowledge and belief of the parties hereto, there are no defenses or claims of setoffs with respect to any sums or amounts owing under the Loan Documents.
- (h) To the best knowledge and belief of the parties hereto, Lender is the current owner and holder of the Loan Documents.
- (i) To the best knowledge and belief of the parties hereto, there is no existing Event of Default (as defined in the Loan Documents) or event or condition that, with the giving of notice or passage of time or both, would constitute an Event of Default.

3. **CONDITIONS.** In addition to any other conditions set forth herein or required by Lender, the following are conditions precedent that must be satisfied prior to the closing of the Transfer and Assumption (the "Closing"):

- (a) The execution, acknowledgment, delivery and recordation of this Agreement by all of the parties concurrently with the Closing.
- (b) The execution, delivery and recordation or filing, as applicable, of one or more new financing statements, or amendments to existing financing statements as required by Lender at Closing.
- (c) Buyer's delivery to Lender of satisfactory evidence that all insurance over the Property required by the Loan Documents (the "Required Insurance") is in full force and effect as of the Closing, with all required premiums paid, and contains a mortgagee's clause (the "Mortgagee's Clause") satisfactory to Lender in favor of State Street Bank and Trust Company, as Trustee for the holders of J.P. Morgan Commercial Mortgage Finance Corp. Mortgage Pass-Through Certificates Series 1999-C8, c/o Midland Loan Services, Inc., Master Servicer, Post Office Box 419127, Kansas City, Missouri 64141-6127; re: Loan Number 03-0222557.
- (d) Lender's receipt of satisfactory Title Endorsements (hereinafter defined).
- (e) The full release and reconveyance of any other liens or monetary encumbrances against the Property.
- (f) Lender's receipt of all of the Required Payments (hereinafter defined).
- (g) Lender's receipt of satisfactory legal opinions from Buyer's counsel and Buyer's local counsel;
- (h) Lender's receipt of a satisfactory non-consolidation opinion as to each Buyer.
- (i) Lender's receipt of letters from each of the applicable rating agencies stating that the Transfer and Assumption will not result in a down-grade, qualification or withdrawal of the current ratings assigned to the securities in connection with the securitization of the Loan.

- (j) Lender's receipt of certain loan documents executed by Buyer, including, without limitation, a new Environmental Indemnity Agreement, a new Guaranty, a new Assignment of Management Agreement and Subordination of Management Fees, and a new Cash Management Agreement, in the forms approved by Lender.

4. **FEES, PAYMENT AND EXPENSES.** Buyer and/or Seller covenants and agrees to pay to Lender at Closing the following (the "Required Payments"):

- (a) \$576,299.70, as an assumption fee for Lender's consent to the Transfer and Assumption of the Loan (the "Assumption Fee"). Buyer and Seller have both agreed to pay one half of the Assumption Fee.
- (b) \$23,400.00 as fees for Standard & Poor's (and its counsel), Fitch IBCA and Moody's (\$10,000.00 having been paid prior to the date hereof for a total fee now due of \$13,400.00).

5. **TITLE ENDORSEMENTS.** At Closing, Buyer shall (a) cause Lawyer's Title Insurance Corporation to issue such endorsements to Lender's mortgagee's title insurance policies for each property in such form as Lender may require ("Title Endorsements"), including showing that the Buyer is the owner of the Property, changing the effective date of such title policy to the date of the Closing, and showing that the Loan Documents are in a first lien position, and (b) pay the cost of the Title Endorsements, any escrow, filing or recording fees applicable to this transaction, and Lender's costs and expenses incurred in connection with this Agreement or this transaction, including Lender's attorneys' fees, if any, incurred in connection with this Agreement or this transaction.

6. **BUYER'S ASSUMPTION OF LOAN; FINANCING STATEMENTS.** Buyer hereby expressly assumes the obligation to pay the unpaid balance due and owing on the Loan, all interest thereon as provided in the Note and all other obligations under the Loan Documents, with the same force and effect as if Buyer had been specifically named therein as the original maker, borrower or grantor, as applicable. Without limiting the generality of the foregoing, Buyer expressly assumes the obligation to pay all loan installments as they become due and to observe all obligations of the Loan Documents. Buyer's assumption of the foregoing obligations (a) is absolute, unconditional and is not subject to any defenses, waivers, claims or offsets, (b) shall not be affected or impaired by any agreement, condition, statement or representation of any person or entity other than Lender. Buyer expressly agrees that it has read, approved and will comply with and be bound by all of the terms, conditions, and provisions contained in the Loan Documents.

Buyer hereby authorizes Lender to file one or more new financing statements, or amendments to existing financing statements, covering fixtures and personal property collateral included in the Property and covered by the security agreement contained in the Loan Documents, without signature of Buyer where permitted by law. Buyer hereby grants and conveys to Lender a security interest in all fixtures, personal and other property described in the Loan Documents.

7. **NO REPRESENTATIONS OF LENDER.** The parties hereto agree that (a) Lender has made no representations or warranty, either express or implied regarding the Property and has no responsibility whatsoever with respect to the Property, its condition, or its use, occupancy or status, and (b) no claims relating to the Property, its condition, or its use, occupancy or status, will be

asserted against Lender or its agents, employees, professional consultants, affiliated entities, successors or assigns, either affirmatively or as a defense.

8. **ENVIRONMENTAL INDEMNIFICATION.** Supplementing the terms of the Loan Documents and any new loan document executed in connection with this Agreement (together with this Agreement, said new loan documents are herein collectively referred to as the "New Loan Documents"), Buyer acknowledges and agrees that it will reimburse, defend, indemnify and hold Lender, its officers, agents, loan servicers and employees harmless from and against any and all liabilities, claims, damages, penalties, expenditures, losses or charges (including, but not limited to, all costs of investigation, monitoring, legal fees, remedial response, removal, restoration or permit acquisition) which may now or in the future, be undertaken, suffered, paid, awarded, assessed or otherwise incurred by Lender as a result of:

- (a) any Hazardous Materials existing on, in, above or under the Property at the time of execution of this Agreement or at any time in the future;
- (b) any investigation, monitoring, cleanup, removal, restoration, remedial response or remedial work undertaken with regard to Hazardous Materials on, in, above or under the Property.

9. **SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Seller hereby represents, warrants and covenants that:

- (a) Seller is the owner of the Property and is duly authorized to execute, deliver and perform this Agreement.
- (b) Any court or third-party approvals necessary for Seller to enter into this Agreement have been obtained.
- (c) The entities and/or persons executing this Agreement on behalf of Seller are duly authorized to execute and deliver this Agreement.
- (d) This Agreement and the Loan Documents are in full force and effect and the transactions contemplated therein constitute valid and binding obligations of Seller, enforceable against Seller in accordance with their terms, and have not been modified either orally or in writing, subject to the qualification that certain provisions contained in this Agreement and the Loan Documents may not be enforceable against Seller on account of: (i) bankruptcy, insolvency or other similar laws affecting the rights of creditors generally, and (ii) general principles of equity, but such unenforceability will not render this Agreement and Loan Documents invalid as a whole or substantially interfere with the realization of the principal benefits and/or security provided thereby.
- (e) To the best of Seller's knowledge and belief, Lender has not waived any requirements of the Loan Documents nor any of Lender's rights thereunder.
- (f) To the best of Seller's knowledge and belief, there is no existing Event of Default or event or condition that, with the giving of notice or passage of time or both, would constitute an Event of Default.

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- (g) All taxes and assessments applicable to the Property that are due and payable as of the Closing have been paid or will be paid at Closing.
- (h) The next payment for real property taxes applicable to the Property is due on or before the following dates for each Property:
  - (i) West Falls Church: July 5, 2000
  - (ii) Gwinnett Market Fair: September 15, 2000
  - (iii) Mount Prospect Plaza: September 1, 2000
  - (iv) Western Hills Plaza: January 31, 2001
- (i) Subject to the limitations and procedures of the Purchase Agreement, the terms and conditions of which limitations and procedures are incorporated herein by this reference, Seller hereby agrees to indemnify, protect and defend Buyer, and to hold Buyer harmless from and against any loss, costs, claim, damage, expense or liability, including reasonable attorney's fees and costs, arising out of or related to any act or omission of Seller occurring on or before the date hereof, or state of facts existing on or before the date hereof, all as relates solely to the Loan and the Loan Documents.
- (j) All representations and warranties referred to herein shall be true as of the date of this Agreement and the Closing and shall survive the Closing.

Lender and Buyer are entitled to rely, and has relied, upon these representations and warranties in the execution and delivery of this Agreement and all other documents and instruments executed and delivered by Lender and/or Buyer in connection with this Agreement.

**10. BUYER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Buyer hereby represents, warrants and covenants that:

- (a) Buyer is duly authorized to execute, deliver and perform this Agreement.
- (b) Any court or third-party approvals necessary for Buyer to enter into this Agreement have been obtained.
- (c) The entities and/or persons executing this Agreement on behalf of Buyer are duly authorized to execute and deliver this Agreement.
- (d) This Agreement and the Loan Documents are in full force and effect and the transactions contemplated therein constitute valid and binding obligations of Buyer, enforceable against Buyer in accordance with their terms and have not been modified either orally or in writing, subject to the qualification that certain provisions contained in this Agreement and the Loan Documents may not be enforceable



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against Buyer on account of: (i) bankruptcy, insolvency or other similar laws affecting the rights of creditors generally, and (ii) general principles of equity, but such unenforceability will not render this Agreement and Loan Documents invalid as a whole or substantially interfere with the realization of the principal benefits and/or security provided thereby.

- (e) To the best of Buyer's knowledge and belief, there is no existing Event of Default or event or condition that, with the giving of notice or passage of time or both, would constitute an Event of Default.
- (f) All taxes and assessments applicable to the Property that are due and payable as of the Closing have been paid or will be paid at Closing.
- (g) The next payment for real property taxes applicable to the Property is due on or before the following dates for each Property:
  - (i) West Falls Church: July 5, 2000
  - (ii) Swinnett Market Fair: September 15, 2000
  - (iii) Mount Prospect Plaza: September 1, 2000
  - (iv) Western Hills Plaza: January 31, 2001
- (h) Subject to the limitations and procedures of the Purchase Agreement, the terms and conditions of which limitations and procedures are incorporated herein by this reference, Buyer hereby agrees to indemnify, protect and defend Seller, and to hold Seller harmless from and against any loss, costs, claim, damage, expense or liability, including reasonable attorney's fees and costs, arising out of or related to any act or omission of Buyer occurring after the date hereof, or state of facts existing after the date hereof, all as relates solely to the Loan and the Loan Documents.
- (i) There is no bankruptcy, receivership or insolvency proceeding pending or threatened against Buyer.
- (j) Buyer does not have any intention to do any of the following prior to the Closing or within the 180 days following the Closing: (i) seek entry of any order for relief as debtor and a proceeding under the Code (hereinafter defined), (ii) seek consent to or not contest the appointment of a receiver or trustee for itself or for all or any part of its property, (iii) file a petition seeking relief under any bankruptcy, arrangement, reorganization or other debtor relief laws, or (iv) make a general assignment for the benefit of its creditors.
- (k) All of the Required Insurance is in full force and effect, with all required premiums paid, and contains the required Mortgagee's Clause.
- (l) All representations and warranties referred to herein shall be true as of the date of this agreement and the Closing and shall survive the Closing.

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Lender and Seller are entitled to rely, and has relied, upon these representations and warranties in the execution and delivery of this Agreement and all other documents and instruments executed and delivered by Lender and/or Seller in connection with this Agreement.

**11. MODIFICATIONS TO LOAN DOCUMENTS.** Seller, Buyer and Lender hereby agree to modify and amend the Loan Documents as follows:

- (a) Each of the Loan Documents is hereby amended and modified such that (i) the terms "Grantor", "Borrower" or "Assignor" shall be deemed to refer to Buyer (specifically, each reference to Echo Hills Center Associates (MLP) Limited Partnership shall be deemed a reference to Stomad Centers West Falls Church, LLC, each reference to Gwinnett Marketfair Associates Limited Partnership shall be deemed a reference to Stomad Centers Gwinnett Market Fair, LLC, each reference to Mount Prospect Plaza (MLP) Limited Partnership shall be deemed a reference to Stomad Centers Mount Prospect Plaza, LLC, and each reference to Western Hills Plaza L.L.C. shall be deemed a reference to Stomad Centers Western Hills Plaza, LLC); (ii) the terms "Grantee," "Beneficiary," "Lender" and "Assignee" shall be deemed to refer to Lender, and (iii) the notice addresses shall be revised as follows:

If to Lender: State Street Bank and Trust Company, as Trustee  
c/o Midland Loan Services, Inc.  
210 W. 10<sup>th</sup> Street, 6<sup>th</sup> Floor  
Kansas City, Missouri 64105  
Re: 03-0222557

If to Borrower: c/o Stoltz Management of Delaware, Inc.  
725 Conshohocken State Road  
Bala Cynwyd, Pennsylvania 19004

With a copy to: Saul, Ewing, Remick & Saul, LLP  
Suite 1200  
222 Delaware Avenue  
Wilmington, Delaware 19801  
Attn: William Gee, Esq."

- (b) The Loan Agreement is hereby amended by deleting the definition of "Agent" contained in Section 1.1 in its entirety and inserting in lieu thereof the following:

"Agent' shall mean Bank of America, N.A., its permitted successors and assigns."

- (c) The Loan Agreement is hereby amended by deleting the definition of "Assignment of Management Agreement" contained in Section 1.1 in its entirety and inserting in lieu thereof the following:

"Assignment of Management Agreement' shall mean, with respect to each Individual Property, that certain first priority Assignment of Management Agreement and Subordination of Management Fees dated as of August 3, 2000, from the

related Manager and Individual Borrower, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.”

- (d) The Loan Agreement is hereby amended by deleting the definition of “Guarantor” contained in Section 1.1 in its entirety and inserting in lieu thereof the following:

“Guarantor’ shall mean Keith D. Stoltz, an individual resident of the State of Wyoming.”

- (e) The Loan Agreement is hereby amended by deleting the definition of “Guaranty” contained in Section 1.1 in its entirety and inserting in lieu thereof the following:

“Guaranty’ shall mean that certain Guaranty dated as of August 3, 2000 from Guarantor for the benefit of Lender.”

- (f) The Loan Agreement is hereby amended by deleting the definition of “Individual Borrower” contained in Section 1.1 in its entirety and inserting in lieu thereof the following:

“Individual Borrower’ shall mean each of (a) Stomad Centers West Falls Church, LLC, (b) Stomad Centers Gwinnett Market Fair, LLC, (c) Stomad Centers Mount Prospect Plaza, LLC, and (d) Stomad Centers Western Hills Plaza, LLC.”

- (g) The Loan Agreement is hereby amended by deleting the definition of “Insolvency Opinion” contained in Section 1.1 in its entirety and inserting in lieu thereof the following:

“Insolvency Opinion’ shall mean certain nonconsolidation opinions given by Saul, Ewing, Remick & Saul, LLP in connection with the Loan.”

- (h) The Loan Agreement is hereby amended by deleting subparagraph (b) of the definition of “SPC Corp.” contained in Section 1.1 in its entirety and inserting in lieu thereof the following:

“(b) It shall comply with the covenants set forth in Section 4.1(dd) hereof as if such covenants were made directly by such SPC Corp.”

- (i) The Loan Agreement is hereby amended by deleting in Section 4.1(dd)(viii) the references to “The Mills Corporation” therein, and substituting in lieu thereof “Stomad Centers, L.P.”

- (j) The Loan Agreement is hereby amended by deleting Section 9.6.1(c) in its entirety and inserting in lieu thereof the following:

“(c) Notwithstanding anything to the contrary contained herein, Borrower shall have the right to replace Manager with another manager upon receipt by Lender of confirmation in writing from the applicable Rating Agencies, prior to the substitution of such manager, that such substitution will not, in and of itself, result

in a downgrade, qualification or withdrawal of the initial, or, if higher, then current ratings assigned in connection with a Securitization. Such manager shall be engaged by Borrower pursuant to a written management agreement that complies with the terms hereof and is otherwise satisfactory to Lender in all respects."

**12. MODIFICATION OF SECURITY INSTRUMENTS.** Gwinnett Marketfair Associates Limited Partnership, Stomad Centers Gwinnett Market Fair, LLC and Lender hereby agree to modify and amend that certain Deed to Secure Debt, Assignment of Leases and Rents and Security Agreement, dated as of January 26, 1999, executed by Gwinnett Marketfair Associates Limited Partnership in favor of Original Lender, filed for record February 1, 1999, in Deed Book 17670, Page 129, Records of Gwinnett County, Georgia by deleting the legal description on Exhibit "A" in its entirety, and inserting in lieu thereof the legal description described on Exhibit "A-2" attached hereto and incorporated herein. Gwinnett Marketfair Associates Limited Partnership and Stomad Centers Gwinnett Market Fair, LLC do hereby grant, bargain, sell, convey, transfer, set over and assign to Lender, with power of sale and right of entry and possession, in all of their estate, right, title and interest in, to and under any and all of the real property described on such Exhibit "A-2" attached hereto and incorporated herein.

**13. RELEASE OF SELLER AND ORIGINAL PRINCIPAL.** Lender hereby releases Seller and Original Principal from all liability and obligations under the Loan Documents arising from and after the Closing, including, but not limited to, repayment of the Loan, but excepting, without limitation (i) any environmental or other damage to the Property occurring prior to the Closing, (ii) any liability related to or arising from Seller's acts or omissions occurring prior to the Closing relating solely to the Loan or the Loan Documents, and (iii) any liability related to or arising from fraudulent or tortious conduct, including intentional misrepresentation of financial data presented to Lender.

**14. RELEASE OF LENDER.** Seller, for itself and for its agents, employees, representatives, officers, directors, general partners, limited partners, joint shareholders, beneficiaries, trustees, administrators, subsidiaries, affiliates, employees, servants and attorneys, and Original Principal, for itself and for its agents, employees, representatives, officers, directors, general partners, limited partners, joint shareholders, beneficiaries, trustees, administrators, subsidiaries, affiliates, employees, servants and attorneys (collectively, the "Seller Releasing Parties") jointly and severally release and forever discharge Lender and Midland Loan Services, Inc., and their respective successors, assigns, partners, directors, officers, employees, agents, attorneys, administrators, trustees, subsidiaries, affiliates, beneficiaries, shareholders and representatives from all liabilities, obligations, costs, expenses, claims and damages, at law or in equity, known or unknown, which any of the Seller Releasing Parties may now or hereafter hold or claim to hold under common law or statutory right, arising in any manner out of the Property, the Loan, any of the Loan Documents or any of the documents, instruments or any other transactions relating thereto or the transactions contemplated thereby. Without limiting the generality of the foregoing, this release shall include the following matters: (a) all aspects of this Agreement and the Loan Documents, any negotiations, demands or requests with respect thereto, and (b) Lender's exercise or attempts to exercise any of its rights under this Agreement, any of the Loan Documents, at law or in equity. The Seller Releasing Parties agree that this release is a full, final and complete release and that it may be pleaded as an absolute bar to any or all suit or suits pending or which may thereafter be filed or prosecuted by any of the Seller Releasing Parties, or anyone claiming by, through or under any of the Seller Releasing Parties. The Seller Releasing Parties agree that this release is binding upon each of them and their respective agents, employees, representatives, officers, directors, general

partners, limited partners, joint shareholders, beneficiaries, trustees, administrators, subsidiaries, affiliates, employees, servants and attorneys.

Buyer, for itself and for its agents, employees, representatives, officers, directors, general partners, limited partners, joint shareholders, beneficiaries, trustees, administrators, subsidiaries, affiliates, employees, servants and attorneys, and Principal, for itself and for its agents, employees, representatives, officers, directors, general partners, limited partners, joint shareholders, beneficiaries, trustees, administrators, subsidiaries, affiliates, employees, servants and attorneys (collectively, the "Buyer Releasing Parties") jointly and severally release and forever discharge Lender and Midland Loan Services, Inc., and their respective successors, assigns, partners, directors, officers, employees, agents, attorneys, administrators, trustees, subsidiaries, affiliates, beneficiaries, shareholders and representatives from all liabilities, obligations, costs, expenses, claims and damages, at law or in equity, known or unknown, which arise out of any matters occurring prior to the Closing in connection with the transactions contemplated hereby. The Buyer Releasing Parties agree that this release is a full, final and complete release and that it may be pleaded as an absolute bar to any or all suit or suits pending or which may thereafter be filed or prosecuted by any of the Buyer Releasing Parties, or anyone claiming by, through or under any of the Buyer Releasing Parties. The Buyer Releasing Parties agree that this release is binding upon each of them and their respective agents, employees, representatives, officers, directors, general partners, limited partners, joint shareholders, beneficiaries, trustees, administrators, subsidiaries, affiliates, employees, servants and attorneys.

**15. RATIFICATION AND CONFIRMATION OF THE LOAN.** Buyer agrees to perform each and every obligation under the Loan Documents, as specifically modified by this Agreement, and any New Loan Documents in accordance with their respective terms and conditions. Buyer ratifies, affirms, reaffirms, acknowledges, confirms and agrees that the Loan Documents, as specifically modified by this Agreement, remain in full force and effect and, together with any New Loan Documents, represent legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their terms, subject to the qualification that certain provisions contained in the Loan Documents may not be enforceable against Buyer on account of: (i) bankruptcy, insolvency or other similar laws affecting the rights of creditors generally, and (ii) general principles of equity, but such unenforceability will not render the Agreement and Loan Documents invalid as a whole or substantially interfere with the realization of the principal benefits and/or security provided thereby. Buyer agrees that this Agreement does not diminish, impair, release or relinquish the liens, powers, titles, security interests and rights securing or guaranteeing payment of the Loan, including the validity or first priority of the liens and security interests encumbering the Property granted Lender by the Loan Documents and the New Loan Documents.

**16. NONWAIVER.** The parties hereto acknowledge and agree that (a) any performance or non-performance of the Loan Documents prior to the date of this Agreement does not affect or diminish Lender's ability to require future compliance with the Loan Documents, and (b) in the future, Lender will require strict compliance with and performance of the Loan Documents. Nothing contained herein shall be construed as a waiver of any of Lender's rights or remedies with respect to any default under this Agreement or any Loan Document.

**17. BANKRUPTCY OF BUYER OR PRINCIPAL.** Buyer covenants and agrees that in the event Buyer shall (i) file any petition with any bankruptcy court or be the subject of any petition under the United States Bankruptcy Code (11 U.S.C. §101 et seq., the "Code"), (and, in the case of any filing

by a party unaffiliated in any way with Buyer, such petition is not stayed or dismissed within thirty (30) days of the filing thereof); (ii) file or be the subject of any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or other relief for debtors, (and, in the case of any filing by a party unaffiliated in any way with Buyer, such petition is not stayed or dismissed within thirty (30) days of the filing thereof); (iii) have sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator, or liquidator, (and, in the case of any appointment by a party unaffiliated in any way with Buyer, such appointment is not stayed or dismissed within thirty (30) days of the filing thereof); or (iv) be the subject of any order, judgment, or decree entered by any court of competent jurisdiction approving a petition filed against such party for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or relief for debtors not stayed or dismissed within thirty (30) days of the filing thereof, Lender shall thereupon be entitled, and Buyer irrevocably consents, to the entry of an order by a bankruptcy court granting to Lender relief from any automatic stay imposed by Section 362 of the Code, or otherwise, on or against the exercise of the rights and remedies otherwise available to Lender as provided in the Loan Documents, this Agreement or as otherwise provided by law or in equity, and Buyer irrevocably waives its right to object to, attempt to enjoin or otherwise interfere with such relief and the exercise and enforcement by Lender of its rights and remedies following entry of such order. Without limiting the generality of the immediately preceding sentence, Buyer agrees that Lender will be entitled to and it consents to immediate relief from the automatic stay imposed by the Code to allow Lender to take any and all actions necessary, desirable or appropriate to enforce any rights Lender may have under the Loan Documents, including, but not limited to, the right to possession of the Property, collection of rents, and/or the commencement or continuation of an action to foreclose Lender's liens and security interests. Buyer further agrees that the filing of any petition for relief under the Code which postpones, prevents, delays or otherwise hinders Lender's efforts to collect the amounts due under the Note or to liquidate any of the collateral therefor shall be deemed to have been filed in bad faith and, therefore, shall be subject to prompt dismissal or conversion to a liquidation case under the Code upon motion therefor by Lender. Further, Buyer agrees that it will not seek, apply for or cause the entry of any order enjoining, staying, or otherwise prohibiting or interfering with Lender's obtaining an order granting relief from the automatic stay and enforcement of any rights which Lender may have under the Loan Documents, including, but not limited to, Lender's right to possession of the Property, collection of rents and/or the commencement or continuation of an action to foreclose Lender's liens and security interests under the Loan Documents.

Principal covenants and agrees that in the event Principal shall (i) file any petition with any bankruptcy court or be the subject of any petition under the Code, (and, in the case of any filing by a party unaffiliated in any way with Principal, such petition is not stayed or dismissed within thirty (30) days of the filing thereof); (ii) file or be the subject of any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or other relief for debtors, (and, in the case of any filing by a party unaffiliated in any way with Principal, such petition is not stayed or dismissed within thirty (30) days of the filing thereof); (iii) have sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator, or liquidator, (and, in the case of any appointment by a party unaffiliated in any way with Principal, such appointment is not stayed or dismissed within thirty (30) days of the filing thereof); or (iv) be the subject of any order, judgment, or decree entered by any court of competent jurisdiction approving a petition filed against such party for any reorganization, arrangement, composition, readjustment, liquidation, dissolution,

or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or relief for debtors not stayed or dismissed within thirty (30) days of the filing thereof, Lender shall thereupon be entitled, and Principal irrevocably consents, to the entry of an order by a bankruptcy court granting to Lender relief from any automatic stay imposed by Section 362 of the Code, or otherwise, on or against the exercise of the rights and remedies otherwise available to Lender as provided in the Loan Documents, this Agreement or as otherwise provided by law or in equity, and Principal irrevocably waives its right to object to, attempt to enjoin or otherwise interfere with such relief and the exercise and enforcement by Lender of its rights and remedies following entry of such order. Without limiting the generality of the immediately preceding sentence, Principal agrees that Lender will be entitled to and it hereby consents to immediate relief from the automatic stay imposed by the Code to allow Lender to take any and all actions necessary, desirable or appropriate to enforce any rights Lender may have under the Loan Documents, including, but not limited to, the right to possession of the Property, collection of rents, and/or the commencement or continuation of an action to foreclose Lender's liens and security interests. Principal further agrees that the filing of any petition for relief under the Code which postpones, prevents, delays or otherwise hinders Lender's efforts to collect the amounts due under the Note or to liquidate any of the collateral therefor shall be deemed to have been filed in bad faith and, therefore, shall be subject to prompt dismissal or conversion to a liquidation case under the Code upon motion therefor by Lender. Further, Principal agrees that it will not seek, apply for or cause the entry of any order enjoining, staying, or otherwise prohibiting or interfering with Lender's obtaining an order granting relief from the automatic stay and enforcement of any rights which Lender may have under the Loan Documents, including, but not limited to, Lender's right to possession of the Property, collection of rents and/or the commencement or continuation of an action to foreclose Lender's liens and security interests under the Loan Documents.

**18. COMPLIANCE WITH INTEREST LAW.** It is the intention of the parties hereto to conform strictly to any present or future law which has application to the interest and other charges under the Loan Documents (the "Interest Law"). Accordingly, notwithstanding anything to the contrary in the Loan Documents, the parties hereto agree that the aggregate amount of all interest or other charges taken, reserved, contracted for, charged or received under the Loan Documents or otherwise in connection with the Loan shall under no circumstances exceed the maximum amount of interest allowed by the Interest Law. If any excess interest is provided for in the Loan Documents, then any such excess shall be deemed a mistake and canceled automatically and, if theretofore paid, shall be credited against the indebtedness evidenced and secured by the Loan Document (the "Indebtedness") (or if the Indebtedness shall have been paid in full, refunded by Lender), and the effective rate of interest under the Loan Documents shall be automatically reduced to the maximum effective contract rate of interest that Lender may from time to time legally charge under the then applicable Interest Law with respect to the Loan. To the extent permitted by the applicable Interest Law, all sums paid or agreed to be paid to Lender for the use, forbearance or detention of the Indebtedness shall be amortized, prorated, allocated and spread throughout the full term of the Loan.

**19. FURTHER ASSURANCES.** The parties hereto agree to do any act or execute any additional documents required by Lender, from time to time, to correct errors in the documenting of the Transfer and Assumption, to effectuate the purposes of this Agreement or to better assure, convey, assign, transfer, perfect or confirm unto Lender the property and rights intended to be given it in the Loan Documents and the New Loan Documents.

20. **LIABILITY.** If any party hereto consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns forever.

21. **SEVERABILITY.** If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such term, covenant or condition and the validity or enforceability of the remaining terms, covenants or conditions shall not in any way be affected.

22. **APPLICABLE LAW; JURISDICTION.** This Agreement shall be governed and construed in accordance with the laws of the state of New York, except that at all times the provisions for the creation, perfection, enforcement of the liens and security interests, and assignment and assumption of the Loan shall be governed by and construed in accordance with the laws of the state in which the Property is located. The parties hereto submit to personal jurisdiction in the state courts located in said state and the federal courts of the United States of America located in said state for the enforcement of any obligations hereunder and waive any and all personal rights under the law of any other state to object to jurisdiction within such state for the purposes of any action, suit, proceeding or litigation to enforce such obligations.

23. **NO RESTRICTIONS ON PERFORMANCE.** The execution and delivery of this Agreement and compliance with the provisions hereof, will not conflict with, or constitute a breach of or a default under any agreement or other instrument to which any party hereto is a party or by which it is bound.

24. **DEFINITIONS.** Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Agreement (including pronouns) shall include the corresponding masculine, feminine or neuter forms, and the singular form of such words shall include the plural and vice versa. The words "included", "includes" and "including" shall each be deemed to be followed by the phrase, "without limitation." The words "herein", "hereby", "hereof", and "hereunder" shall each be deemed to refer to this entire Agreement and not to any particular paragraph, article or section hereof. Notwithstanding the foregoing, if any law is amended so as to broaden the meaning of any term defined in it, such broader meaning shall apply subsequent to the effective date of such amendment. Where a defined term derives its meaning from a statutory reference, any regulatory definition is broader than the statutory reference and any reference or citation to a statute or regulation shall be deemed to include any amendments to that statute or regulation and judicial and administrative interpretations of it.

25. **SECURITIES ACT OF 1933.** Neither Seller, Buyer, Principal nor any agent acting for any of them has offered the Note or any similar obligation for sale to or solicited any offers to buy the Note or any similar obligation from any person or party other than Lender, and neither Seller, Buyer, Principal nor any agent acting for any of them will take any action which would subject the sale of the Note to the provisions of Section 5 of the Securities Act of 1933, as amended.

26. **COMPLIANCE WITH ERISA.** As of the date of this Agreement, neither Seller, Buyer nor Principal maintains any employee benefit plan which require compliance with ERISA. If at any time Seller, Buyer or Principal shall institute any employee benefit plans, they shall at all times comply with the requirements of ERISA.



27. **SOLE DISCRETION OF LENDER.** Wherever pursuant to this Agreement, Lender exercises any right given to it to approve or disapprove, or any arrangement or term is to be satisfactory to Lender, Lender's decision to approve or disapprove or to decide that arrangements or terms are satisfactory or not satisfactory shall be in the sole and absolute discretion of Lender and shall be final and conclusive, except as may be otherwise expressly and specifically provided herein.

28. **HEADINGS, ETC.** The headings and captions of various paragraphs of this Agreement are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

29. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same Agreement.

30. **INTEGRATION, SURVIVAL.** This Agreement, any New Loan Documents, and the Loan Documents embody the entire agreement by and between the parties hereto with respect to the Loan, and any and all prior correspondence, discussions or negotiations are deemed merged therein. Except as otherwise specifically provided herein, all obligations of any party contained in this Agreement, the New Loan Documents or the Loan Documents shall survive the Closing, and Lender hereby preserves all of its rights against all persons or entities and all collateral securing the Loan, including, without limitation, the Property.

31. **NO ORAL CHANGE.** This Agreement, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of any party hereto, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

32. **NOTICES.** Except as otherwise specified herein, any notice, consent, request or other communication required or permitted hereunder shall be in writing and shall be deemed properly given if delivered in accordance with the notice requirements contained in the Loan Documents using the address for a party hereto set forth at the top of the first page of this Agreement.

33. **WAIVER OF JURY TRIAL.** THE PARTIES HERETO KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THE LOAN OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE NEW LOAN DOCUMENTS, OR THE LOAN DOCUMENTS, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER'S CONSENT TO THE TRANSFER AND ASSUMPTION.

*[remainder of page intentionally left blank]*

# UNOFFICIAL COPY

00608506

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day, month and year first above written.

## BUYER:

STOMAD CENTERS WEST FALLS CHURCH, LLC, a Delaware limited liability company

Signed and acknowledged in the presence of:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

By: Stomad Centers, Inc., its Executive Manager

By: \_\_\_\_\_

Name: Randy M. Stoltz  
Title: \_\_\_\_\_

(CORPORATE SEAL)

Date: \_\_\_\_\_

Tax ID: \_\_\_\_\_

AUGUST 3, 2000  
51-0401585

STOMAD CENTERS GWINNETT MARKET FAIR, LLC, a Delaware limited liability company

Signed and acknowledged in the presence of:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

By: Stomad Centers, Inc., its Executive Manager

By: \_\_\_\_\_

Name: Randy M. Stoltz  
Title: \_\_\_\_\_

(CORPORATE SEAL)

Date: \_\_\_\_\_

Tax ID: \_\_\_\_\_


AUGUST 3, 2000  
51-0401586

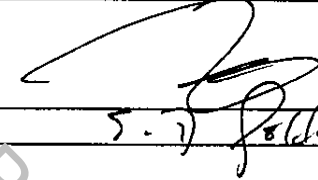
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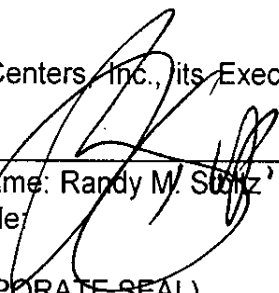
Signed and acknowledged in the presence of:

Name: 

Name: 

STOMAD CENTERS MOUNT PROSPECT PLAZA, LLC, a Delaware limited liability company

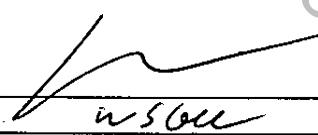
By: Stomad Centers, Inc., its Executive Manager


By:   
Name: Randy M. Stoltz  
Title:

(CORPORATE SEAL)

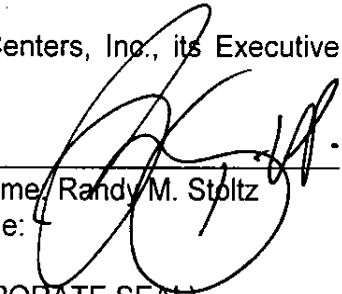
Date: 8/3/00  
Tax ID: 51-0401584

Signed and acknowledged in the presence of:

Name: 

Name: 

By: Stomad Centers, Inc., its Executive Manager

By:   
Name: Randy M. Stoltz  
Title:

(CORPORATE SEAL)

Date: 8/3/00  
Tax ID: 51-0401583

Signed and acknowledged in the presence of:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

PRINCIPAL:

KEITH STOLTZ

Date: \_\_\_\_\_

See ATTACHED

[signatures continue on next page]

JUL 31 2006 5:42 AM FAX 0100 24713

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STOMAD CENTERS MOUNT PROSPECT  
PLAZA, LLC, a Delaware limited liability  
company

By: Stomad Centers, Inc., its executive  
manager

  
Name: Randy M. Stoltz  
Title:

(CORPORATE SEAL)

Date:  
Tax ID :

STOMAD CENTERS WESTERN HILLS  
PLAZA, LLC, a Delaware limited liability  
company

By: Stomad Centers, Inc., its executive  
manager

  
Name: Randy M. Stoltz  
Title:

(CORPORATE SEAL)

Date:  
Tax ID :

PRINCIPAL:

  
\_\_\_\_\_  
KEITH STOLTZ

(SEAL)

Date: 9/3/00

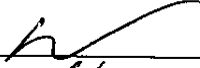
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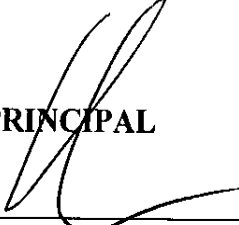
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Signed and acknowledged in the presence of:

PRINCIPAL

Name:   
W. S. [unclear]

 [SEAL]  
KEITH STOLTZ

Date: as of 8/3/00

Name:   
S. [unclear]

Property of Cook County Clerk's Office

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**SELLER:**

WESTERN HILLS PLAZA L.L.C., a Delaware limited liability company

Signed and acknowledged in the presence of:

*Thomas J. Hunt*  
Name: \_\_\_\_\_  
*[Signature]*  
Name: \_\_\_\_\_

By: The Mills Limited Partnership, a Delaware limited partnership, its Executive Manager

By: The Mills Corporation, a Delaware corporation, its General Partner

By: *[Signature]*  
Name: **KENNETH R. PARENT**  
Title: Executive Vice President,  
of Finance & Chief Financial Officer  
(CORPORATE SEAL)

Reviewed by Counsel

Date: 8/2/00  
Tax ID: 52-1873369

ECHO HILLS CENTER ASSOCIATES (MLP) LIMITED PARTNERSHIP, a Virginia limited partnership

By: West Falls Church L.L.C., a Delaware limited liability company, its Managing General Partner

Signed and acknowledged in the presence of:

*Thomas J. Hunt*  
Name: \_\_\_\_\_  
*[Signature]*  
Name: \_\_\_\_\_

By: The Mills Limited Partnership, a Delaware limited partnership, its Executive Manager

By: The Mills Corporation, a Delaware corporation, its General Partner

By: *[Signature]*  
Name: **KENNETH R. PARENT**  
Title: Executive Vice President,  
of Finance & Chief Financial Officer  
(CORPORATE SEAL)

Reviewed by Counsel

Date: 8/2/00  
Tax ID: 52-1888404

[signatures continue on next page]

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MOUNT PROSPECT PLAZA (MLP) LIMITED PARTNERSHIP, an Illinois limited partnership

By: Mount Prospect Plaza L.L.C., a Delaware limited liability company, its Managing General Partner

Signed and acknowledged in the presence of:

*Thomas E. Ford*  
Name: \_\_\_\_\_

*[Signature]*  
Name: \_\_\_\_\_

By: The Mills Limited Partnership, a Delaware limited partnership, Executive Manager

By: The Mills Corporation, a Delaware corporation, its General Partner

By: *[Signature]*  
Name: **KENNETH R. PARENT**  
Title: Executive Vice President

of Finance & Chief Financial Officer  
(CORPORATE SEAL)

Reviewed by Counsel

Date: 8/2/00  
Tax ID: 52-1888411

GWINNETT MARKETFAIR ASSOCIATES LIMITED PARTNERSHIP, a Georgia limited partnership

By: Gwinnett L.L.C., a Delaware limited liability company, its Managing General Partner

Signed and acknowledged in the presence of:

*Thomas E. Ford*  
Name: \_\_\_\_\_

*[Signature]*  
Name: \_\_\_\_\_

By: The Mills Limited Partnership, a Delaware limited partnership, its Executive Manager

By: The Mills Corporation, a Delaware corporation, its General Partner

By: *[Signature]*  
Name: **KENNETH R. PARENT**  
Title: Executive Vice President

of Finance & Chief Financial Officer  
(CORPORATE SEAL)

Reviewed by Counsel

Date: 8/2/00  
Tax ID: 52-1888409

# UNOFFICIAL COPY

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ORIGINAL PRINCIPAL:

Signed and acknowledged in the presence of:

THE MILLS LIMITED PARTNERSHIP, a Delaware limited partnership

Thomas E. Lent  
Name: \_\_\_\_\_

By: The Mills Corporation, a Delaware corporation, its General Partner

Reviewed by Counsel

[Signature]  
Name: \_\_\_\_\_

By: [Signature]  
Name: **KENNETH R. PARENT**  
Title: Executive Vice President of Finance & Chief Financial Officer.  
(CORPORATE SEAL)

Date: 8/2/00  
Tax ID: 52-1873369

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[signatures continue on next page]



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Signed and acknowledged in the presence of:

Ronald G. Middleton  
Name: Ronald G. Middleton

Carrie Coburn  
Name: Carrie Coburn

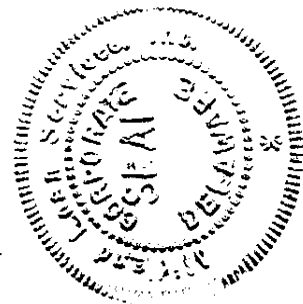
**LENDER:**

State Street Bank and Trust Company, as Trustee for the Holders of J.P. Morgan Commercial Mortgage Finance Corp. Mortgage Pass-Through Certificates Series 1999-C8 (A/K/A "State Street Bank and Trust Co. as Trustee for J.P. Morgan Commercial Mortgage Finance Corporation, Mortgage Pass-Through Certificates, Series 1999-C8")

By: Midland Loan Services, Inc., a Delaware corporation, Its Attorney-in-Fact \*

By: C. J. Spillie  
Name: C. J. SPILLIE  
Title: Servicing Officer

(CORPORATE SEAL)



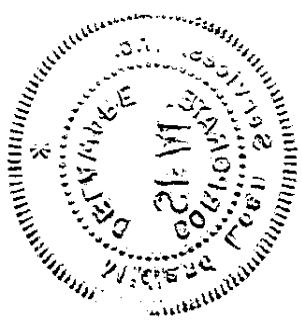
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\* A COPY OF THE LIMITED POWER OF ATTORNEY ATTACHED HERETO.  
POOL I/ Consent and Assumption Agreement

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SEARCHED INDEXED  
SERIALIZED FILED

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1

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00608506

## ACKNOWLEDGMENTS

STATE OF District of Columbia  
COUNTY OF \_\_\_\_\_

Know all men by these presents that before me, the below-named Notary Public in and for the State and County named above and duly commissioned to take acknowledgments, there personally appeared Randy M. Stoltz, personally known to me to be the person named in and who signed the legal instrument to which this acknowledgment is attached and which was produced to me in the State and County aforesaid, on behalf of Stomad Centers West Falls Church, LLC the party named as the Buyer in the aforementioned legal instrument, and being by me first duly sworn did depose and say to me that he is a Vice President of Stomad Centers, Inc., a Delaware corporation, that he knows the seal of such corporation; that the seal imprinted on the legal instrument to which this acknowledgment is attached is attached an imprint of the true corporate seal of said corporation; that after being duly informed of the contents and import of such legal instrument he signed and caused the seal of such corporation to be imprinted on such legal instrument as the officer of such corporation indicated above; that he has signed and sealed the same in the name of and on behalf of such corporation (acting as the Executive Manager of Stomad Centers West Falls Church, LLC, a Delaware limited liability company) by the authority, order and resolution of its Board of Directors; that he has signed his name thereto on behalf of said corporation by like order; that the execution of said legal instrument was his free and voluntary act and deed and the free and voluntary act and deed of said corporation for the consideration, purposes and uses set forth in such legal instrument to the other parties thereto as such; and that on behalf of said corporation, he has received a true copy of such legal instrument without charge.

IN WITNESS WHEREOF, I have signed and imprinted my official notarial seal on this acknowledgment in the State and County named above on the 23 day of August, 2000.

[Signature]  
Notary Public

Commission Expires: 7-31-05

[NOTARIAL SEAL]



\* , Executive Manager of  
Stomad Centers West  
Falls Church, LLC

# UNOFFICIAL COPY

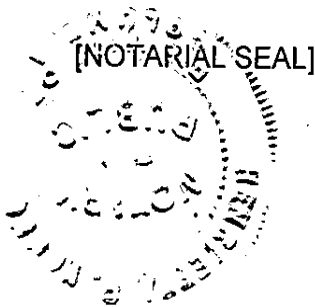
## ACKNOWLEDGMENTS

00608506

STATE OF \_\_\_\_\_ )  
District of Columbia )  
COUNTY OF \_\_\_\_\_ )

Know all men by these presents that before me, the below-named Notary Public in and for the State and County named above and duly commissioned to take acknowledgments, there personally appeared Randy M. Stoltz, personally known to me to be the person named in and who signed the legal instrument to which this acknowledgment is attached and which was produced to me in the State and County aforesaid, on behalf of Stomad Centers Gwinnett Market Fair, LLC <sup>the party</sup> named as the Buyer in the aforementioned legal instrument, and being by me first duly sworn did depose and say to me that he is a Vice President of Stomad Centers, Inc., a Delaware corporation, that he knows the seal of such corporation; that the seal imprinted on the legal instrument to which this acknowledgment is attached is attached an imprint of the true corporate seal of said corporation; that after being duly informed of the contents and import of such legal instrument he signed and caused the seal of such corporation to be imprinted on such legal instrument as the officer of such corporation indicated above; that he has signed and sealed the same in the name of and on behalf of such corporation (acting as the Executive Manager of Stomad Centers Gwinnett Market Fair, LLC, a Delaware limited liability company) by the authority, order and resolution of its Board of Directors; that he has signed his name thereto on behalf of said corporation by like order; that the execution of said legal instrument was his free and voluntary act and deed and the free and voluntary act and deed of said corporation for the consideration, purposes and uses set forth in such legal instrument to the other parties thereto as such; and that on behalf of said corporation, he has received a true copy of such legal instrument without charge. \*

IN WITNESS WHEREOF, I have signed and imprinted my official notarial seal on this acknowledgment in the State and County named above on the 30 day of August, 2000.



Ranetta E. Young  
Notary Public

Commission Expires: 7-31-05

\* Executive Manager of  
Stomad Centers Gwinnett  
Market Fair, LLC

# UNOFFICIAL COPY

## ACKNOWLEDGMENTS

00608506

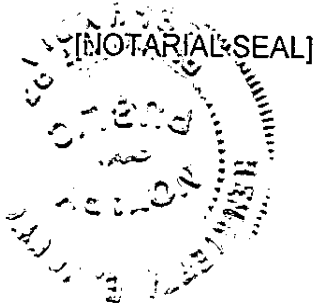
STATE OF District of Columbia  
COUNTY OF \_\_\_\_\_

Know all men by these presents that before me, the below-named Notary Public in and for the State and County named above and duly commissioned to take acknowledgments, there personally appeared Randy M. Stoltz, personally known to me to be the person named in and who signed the legal instrument to which this acknowledgment is attached and which was produced to me in the State and County aforesaid, on behalf of Stomad Centers Mount Prospect Plaza, LLC named as the Buyer in the aforementioned legal instrument, and being by me first duly sworn did depose and say to me that he is a Vice President of Stomad Centers, Inc., a Delaware corporation, that he knows the seal of such corporation, that the seal imprinted on the legal instrument to which this acknowledgment is attached is attached an imprint of the true corporate seal of said corporation; that after being duly informed of the contents and import of such legal instrument he signed and caused the seal of such corporation to be imprinted on such legal instrument as the officer of such corporation indicated above; that he has signed and sealed the same in the name of and on behalf of such corporation (acting as the Executive Manager of Stomad Centers Mount Prospect Plaza, LLC, a Delaware limited liability company) by the authority, order and resolution of its Board of Directors; that he has signed his name thereto on behalf of said corporation by like order; that the execution of said legal instrument was his free and voluntary act and deed and the free and voluntary act and deed of said corporation for the consideration, purposes and uses set forth in such legal instrument to the other parties thereto as such; and that on behalf of said corporation, he has received a true copy of such legal instrument without charge.

IN WITNESS WHEREOF, I have signed and imprinted my official notarial seal on this acknowledgment in the State and County named above on the 3<sup>rd</sup> day of August, 2000.

Barbara E. Young  
Notary Public

Commission Expires: 7-31-05



\* , Executive MANAGER of  
Stomad Centers Mount Prospect  
PLAZA , LLC .

# UNOFFICIAL COPY

## ACKNOWLEDGMENTS

00608506

STATE OF  
District of Columbia  
COUNTY OF \_\_\_\_\_

Know all men by these presents that before me, the below-named Notary Public in and for the State and County named above and duly commissioned to take acknowledgments, there personally appeared Randy M. Stoltz, personally known to me to be the person named in and who signed the legal instrument to which this acknowledgment is attached and which was produced to me in the State and County aforesaid, on behalf of Stomad Centers Western Hills Plaza, LLC named as the Buyer in the aforementioned legal instrument, and being by me first duly sworn did depose and say to me that he is a Vice President of Stomad Centers, Inc., a Delaware corporation; that he knows the seal of such corporation; that the seal imprinted on the legal instrument to which this acknowledgment is attached is attached an imprint of the true corporate seal of said corporation; that after being duly informed of the contents and import of such legal instrument he signed and caused the seal of such corporation to be imprinted on such legal instrument as the officer of such corporation indicated above; that he has signed and sealed the same in the name of and on behalf of such corporation (acting as the Executive Manager of Stomad Centers Western Hills Plaza, LLC, a Delaware limited liability company) by the authority, order and resolution of its Board of Directors; that he has signed his name thereto on behalf of said corporation by like order; that the execution of said legal instrument was his free and voluntary act and deed and the free and voluntary act and deed of said corporation for the consideration, purposes and uses set forth in such legal instrument to the other parties thereto as such; and that on behalf of said corporation, he has received a true copy of such legal instrument without charge.

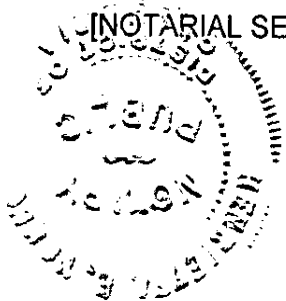
(\*)

IN WITNESS WHEREOF, I have signed and imprinted my official notarial seal on this acknowledgment in the State and County named above on the 31 day of August, 2000.

Henrietta E. Gering  
Notary Public

Commission Expires: 7-31-05

[NOTARIAL SEAL]



\* Executive Manager of  
Stomad Centers Western Hills  
PLAZA, LLC

# UNOFFICIAL COPY

## ACKNOWLEDGMENT

00608506

STATE OF Nebraska  
COUNTY OF New Castle

Know all men by these presents that before me, the below-named Notary Public in and for the State and County named above and duly commissioned to take acknowledgments, there personally appeared Keith Stoltz, personally known to me to be the person named in and who signed the legal instrument to which this acknowledgment is attached and which was produced to me in the State and County aforesaid, on behalf of himself, as named in the aforementioned legal instrument, and being by me first duly sworn did depose and say to me that he is an individual resident of the State of Wyoming; that after being duly informed of the contents and import of such legal instrument he signed such legal instrument on behalf of himself; that the execution of said legal instrument was his free and voluntary act and deed for the consideration, purposes and uses set forth in such legal instrument to the other parties thereto as such; and that on his behalf, he has received a true copy of such legal instrument without charge.

IN WITNESS WHEREOF, I have signed and imprinted my official notarial seal on this acknowledgment in the State and County named above on the 25 day of July, 2000.

[NOTARIAL SEAL]

\_\_\_\_\_  
Notary Public

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

WILLIAM S. GEE, ESQ.  
Attorney At Law  
29 Del. C. §4323(3)  
Notarial Officer

# UNOFFICIAL COPY

00608506

## ACKNOWLEDGMENT

STATE OF MISSOURI )

COUNTY OF JACKSON )

Know all men by these presents that before me, the below-named Notary Public in and for the State and County named above and duly commissioned to take acknowledgments, there personally appeared C. J. SIPPLE, personally known to me to be the person named in and who signed the legal instrument to which this acknowledgment is attached and which was produced to me in the State and County aforesaid, on behalf of Midland Loan Services, Inc., a Delaware corporation, as Attorney-in-fact for State Street Bank and Trust Company, as Trustee for the Holders of J.P. Morgan Commercial Mortgage Finance Corp. Mortgage Pass-Through Certificates Series 1999-C8 (A/K/A "State Street Bank and Trust Co. as Trustee for J.P. Morgan Commercial Mortgage Finance Corporation, Mortgage Pass-Through Certificates, Series 1999-C8"), named as the Lender in the aforementioned legal instrument, and being by me first duly sworn did depose and say to me that he/she is a Servicing Officer of Midland Loan Services, Inc.; that he/she knows the seal of such corporation; that the seal imprinted on the legal instrument to which this acknowledgment is attached is attached an imprint of the true corporate seal of said corporation; that after being duly informed of the contents and import of such legal instrument he/she signed and caused the seal of such corporation to be imprinted on such legal instrument as the officer of such corporation indicated above; that he/she has signed and sealed the same in the name of and on behalf of such corporation pursuant to proper authority; that he/she has signed his name thereto on behalf of said corporation by like order; that the execution of said legal instrument was his/her free and voluntary act and deed and the free and voluntary act and deed of said corporation for the consideration, purposes and uses set forth in such legal instrument to the other parties thereto as such; and that on behalf of said corporation, he/she has received a true copy of such legal instrument without charge.

IN WITNESS WHEREOF, I have signed and imprinted my official notarial seal on this acknowledgment in the State and County named above on the 2<sup>nd</sup> day of August, 2000.

[NOTARIAL SEAL]

\_\_\_\_\_  
Notary Public

Commission Expires: 5/22/01

**POOL I/Consent and Assumption Agreement**

**RYAN P. SPARKS**  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Jackson County  
My Commission Expires May 22, 2001



UNOFFICIAL COPY

Property of Cook County Clerk's Office

RYAN R SPARKS  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Jackson County  
My Commission Expires May 23, 2007

# UNOFFICIAL COPY

## ACKNOWLEDGMENT

00608506

STATE OF (VIRGINIA)  
COUNTY OF (ARLINGTON)

Know all men by these presents that before me; the below-named Notary Public in and for the State and County named above and duly commissioned to take acknowledgments, there personally appeared KENNETH R. PARENT, personally known to me to be the person named in and who signed the legal instrument to which this acknowledgment is attached and which was produced to me in the State and County aforesaid, on behalf of WESTERN HILLS PLAZA LLC, PARENT named as the SEUSK in the aforementioned legal instrument, and being by me first duly sworn did depose, acknowledge before me, and say to me that he is an EXECUTIVE V.P. of The Mills Corporation, a Delaware corporation; that he knows the seal of such corporation; that the seal imprinted on the legal instrument to which this acknowledgment is attached is attached an imprint of the true corporate seal of said corporation; that after being duly informed of the contents and import of such legal instrument he signed and caused the seal of such corporation to be imprinted on such legal instrument as the officer of such corporation indicated above; that he has signed and sealed the same in the name of and on behalf of such corporation (acting as the General Partner of The Mills Limited Partnership, a Delaware limited partnership, which entity is the Executive Manager of Weston Hills Plaza, L.L.C., a Delaware limited liability company) by the authority, order and resolution of its Board of Directors, that he has signed his name thereto on behalf of said corporation by like order; that the execution of said legal instrument was his free and voluntary act and deed and the free and voluntary act and deed of said corporation for the consideration, purposes and uses set forth in such legal instrument to the other parties thereto as such; and that on behalf of said corporation, he has received a true copy of such legal instrument without charge.

IN WITNESS WHEREOF, I have signed and imprinted my official notarial seal on this acknowledgment in the State and County named above on the 2nd day of August, 2000.



Arnes Yablou  
Notary Public

Commission Expires: 3/31/2004

# UNOFFICIAL COPY

## ACKNOWLEDGMENT

00608506

STATE OF VIRGINIA  
COUNTY OF ARLINGTON

Know all men by these presents that before me, the below-named Notary Public in and for the State and County named above and duly commissioned to take acknowledgments, there personally appeared KENNETH R. PRESENT, personally known to me to be the person named in and who signed the legal instrument to which this acknowledgment is attached and which was produced to me in the State and County aforesaid, on behalf of WEST FALLS CHURCH (MLP), P.A. named as the SPONSOR in the aforementioned legal instrument, and being by me first duly sworn did depose, acknowledge before me, and say to me that he is an EXECUTIVE M.P. of The Mills Corporation, a Delaware corporation; that he knows the seal of such corporation; that the seal imprinted on the legal instrument to which this acknowledgment is attached is attached an imprint of the true corporate seal of said corporation; that after being duly informed of the contents and import of such legal instrument he signed and caused the seal of such corporation to be imprinted on such legal instrument as the officer of such corporation indicated above; that he has signed and sealed the same in the name of and on behalf of such corporation (acting as the General Partner of The Mills Limited Partnership, a Delaware limited partnership, which entity is the Executive Manager of West Falls Church L.L.C., a Delaware limited liability company, and which entity is the Managing General Partner of Echo Hills Center Associates (MLP) Limited Partnership, a Virginia limited partnership) by the authority, order and resolution of its Board of Directors; that he has signed his name thereto on behalf of said corporation by like order; that the execution of said legal instrument was his free and voluntary act and deed and the free and voluntary act and deed of said corporation for the consideration, purposes and uses set forth in such legal instrument to the other parties thereto as such; and that on behalf of said corporation, he has received a true copy of such legal instrument without charge.

IN WITNESS WHEREOF, I have signed and imprinted my official notarial seal on this acknowledgment in the State and County named above on the 22 day of August, 2000.



Agnes Yacholaw  
Notary Public

Commission Expires: 3.31.2004

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Property of Cook County Clerk's Office





UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

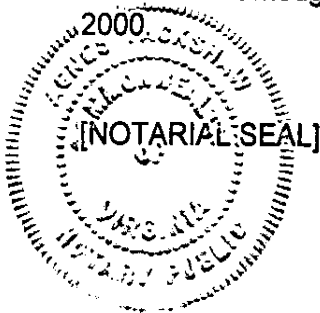
00608506

## ACKNOWLEDGMENT

STATE OF VIRGINIA )  
 )  
COUNTY OF ARLINGTON )

Know all men by these presents that before me, the below-named Notary Public in and for the State and County named above and duly commissioned to take acknowledgments, there personally appeared KENNETH L. ORLEN personally known to me to be the person named in and who signed the legal instrument to which this acknowledgment is attached and which was produced to me in the State and County aforesaid, on behalf of GWINNETT MARKETFAIR ASSOC. L.P. ORLEN named as the SECRETARY in the aforementioned legal instrument, and being by me first duly sworn did depose, acknowledge before me, and say to me that he is an EXECUTIVE V.P. of The Mills Corporation, a Delaware corporation; that he knows the seal of such corporation; that the seal imprinted on the legal instrument to which this acknowledgment is attached is attached an imprint of the true corporate seal of said corporation; that after being duly informed of the contents and import of such legal instrument he signed and caused the seal of such corporation to be imprinted on such legal instrument as the officer of such corporation indicated above; that he has signed and sealed the same in the name of and on behalf of such corporation (acting as the General Partner of The Mills Limited Partnership, a Delaware limited partnership, which entity is the Executive Manager of Gwinnett L.L.C. and which entity is the Managing General Partner of Gwinnett Marketfair Associates Limited Partnership, a Georgia limited partnership) by the authority, order and resolution of its Board of Directors; that he has signed his name thereto on behalf of said corporation by like order; that the execution of said legal instrument was his free and voluntary act and deed and the free and voluntary act and deed of said corporation for the consideration, purposes and uses set forth in such legal instrument to the other parties thereto as such; and that on behalf of said corporation, he has received a true copy of such legal instrument without charge.

IN WITNESS WHEREOF, I have signed and imprinted my official notarial seal on this acknowledgment in the State and County named above on the 2nd day of AUGUST, 2000.



Agnes York Law  
Notary Public

Commission Expires: 3.31.2004

# UNOFFICIAL COPY

00608506

## ACKNOWLEDGMENT

STATE OF VIRGINIA )  
COUNTY OF NEWINGTON )

Know all men by these presents that before me, the below-named Notary Public in and for the State and County named above and duly commissioned to take acknowledgments, there personally appeared LEWIS R. BENT, personally known to me to be the person named in and who signed the legal instrument to which this acknowledgment is attached and which was produced to me in the State and County aforesaid, on behalf of THE MILLS LIMITED PARTNERSHIP party named as the GENERAL PARTNER in the aforementioned legal instrument, and being by me first duly sworn did depose, acknowledge before me, and say to me that he is an EXECUTIVE V.P. of The Mills Corporation, a Delaware corporation; that he knows the seal of such corporation; that the seal imprinted on the legal instrument to which this acknowledgment is attached is attached an imprint of the true corporate seal of said corporation; that after being duly informed of the contents and import of such legal instrument he signed and caused the seal of such corporation to be imprinted on such legal instrument as the officer of such corporation indicated above; that he has signed and sealed the same in the name of and on behalf of such corporation (acting as the General Partner of The Mills Limited Partnership, a Delaware limited partnership) by the authority, order and resolution of its Board of Directors; that he has signed his name thereto on behalf of said corporation by like order; that the execution of said legal instrument was his free and voluntary act and deed and the free and voluntary act and deed of said corporation for the consideration, purposes and uses set forth in such legal instrument to the other parties thereto as such; and that on behalf of said corporation, he has received a true copy of such legal instrument without charge.

IN WITNESS WHEREOF, I have signed and imprinted my official notarial seal on this acknowledgment in the State and County named above on the 2nd day of NOVEMBER, 2000.



Opus Jacobson  
Notary Public

Commission Expires: 3.31.2004



# UNOFFICIAL COPY

EXHIBIT "A-1"  
Legal Description

Echo Hills, Fairfax County, Virginia

00608506

Property of Cook County Clerk's Office

## Legal Description

Echo Hills, Fairfax County, Virginia

00608506

PARCEL I:

ALL OF PARCEL D-1A-2, ECHO HILLS SHOPPING CENTER, AS THE SAME APPEARS DULY DEDICATED, PLATTED AND RECORDED IN DEED BOOK 5532, AT PAGE 335, AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.

PARCEL II:

ALL OF PARCEL C-2, ECHO HILL SHOPPING CENTER, AS THE SAME APPEARS DULY DEDICATED, PLATTED AND RECORDED IN DEED BOOK 3399 AT PAGE 475 AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.

TOGETHER WITH A CERTAIN NON-EXCLUSIVE PERPETUAL INGRESS AND EGRESS EASEMENT FOR VEHICULAR AND OTHER TRAFFIC, OVER AND ACROSS PARCEL B-1, ECHO HILL SHOPPING CENTER, AS SET FORTH IN A DEED OF EASEMENT BY AND BETWEEN LAND AMERICA, INC. AND SAFEWAY STORES, INCORPORATED, DATED AUGUST 1970 AND RECORDED IN DEED BOOK 3399 AT PAGE 480, AFORESAID LAND RECORDS AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF STUART DRIVE, SAID POINT BEING THE NORTHWESTERLY CORNER OF LOT 12, BOGER'S ADDITION TO FENWICK PARK; THENCE ALONG THE EAST LINE OF STUART DRIVE, N. 1 DEGREE 17' 00" W. A DISTANCE OF 44.37 FEET TO A POINT; THENCE DEPARTING STUART DRIVE AND RUNNING THROUGH PARCEL B-1, ECHO HILL SHOPPING CENTER, N. 74 DEGREES 26' 10" EAST A DISTANCE OF 207.97 FEET TO A POINT IN THE WEST LINE OF PARCEL C-2, ECHO HILL SHOPPING CENTER; THENCE ALONG THE SAID WEST LINE OF PARCEL C-2, S. 15 DEGREES 33' 50" E. A DISTANCE OF 43.00 FEET TO THE NORTH LINE OF BOGER'S ADDITION TO FENWICK PARK; THENCE ALONG SAID NORTH LINE OF BOGER'S ADDITION TO FENWICK S. 74 DEGREES 26' 10" W. A DISTANCE OF 218.91 FEET TO THE POINT OF BEGINNING, CONTAINING 9.178 SQUARE FEET OF LAND, MORE OR LESS.

PARCEL III:

PARCEL B-1, A RESUBDIVISION OF PARCELS B AND C-1, ECHO HILL SHOPPING CENTER, AS THE SAID RESUBDIVISION IS DULY DEDICATED, PLATTED AND RECORDED IN DEED BOOK 3399 AT PAGE 475, AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.

PARCELS I AND II ARE FURTHER TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR ROADWAYS, WALKWAYS, INGRESS AND EGRESS AND PARKING OF MOTOR VEHICLES AS SET FORTH IN INSTRUMENTS RECORDED IN DEED BOOK 3260 AT PAGE 191, AND RE-RECORDED IN DEED BOOK 3266 AT PAGE 638 AND AS MODIFIED IN DEED BOOK 3571 AT PAGE 226 AND BY AGREEMENT DATED FEBRUARY 29, 1980 AND RECORDED APRIL 25, 1980 IN DEED BOOK 5425 AT PAGE 1116.

# UNOFFICIAL COPY

00608506

## METES & BOUNDS DESCRIPTION

PARCELS I, II AND III ABOVE, DESCRIBED AS FOLLOWS:

DESCRIPTION OF PROPERTY OF ECHO HILLS CENTER ASSOCIATES LIMITED PARTNERSHIP;  
PROVIDENCE DISTRICT, FAIRFAX COUNTY, VIRGINIA.

BEGINNING AT A POINT IN THE EAST SIDE OF STUART DRIVE, ROUTE 1775, SAID POINT BEING THE NORTHWEST CORNER OF LOT 12, BOGER'S ADDITION TO FENWICK PARK; THENCE WITH THE EAST SIDE OF STUART DRIVE, N.01°17'00"W. 321.33 FEET TO A POINT; THENCE DEPARTING THE EAST SIDE OF STUART DRIVE AND RUNNING WITH THE SOUTH AND EAST LINES OF PARCEL A, N.74°16'10"E. 186.92 FEET TO A POINT; THENCE N.15°33'50"W., 116.00 FEET TO A POINT IN THE SOUTH SIDE OF LEE HIGHWAY, ROUTE 29-211; THENCE WITH THE SOUTH SIDE OF LEE HIGHWAY THE FOLLOWING DISTANCES: N.74°26'10"E., 127.71 FEET TO A POINT; THENCE S.15°33'50"E., 2.00 FEET TO A POINT; THENCE N.74°26'10"E., 329.11 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF PARCEL D-1A-1; THENCE DEPARTING THE SOUTH SIDE OF LEE HIGHWAY AND RUNNING WITH THE WEST AND SOUTH LINES OF PARCEL D-1A-1, S.15°33'50"E., 200.00 FEET TO A POINT; THENCE N.74°26'10"E., 199.08 FEET TO A POINT IN THE WEST LINE OF LOT 3, FENWICK HILL; THENCE WITH THE WEST LINE OF FENWICK HILLS, S.15°02'10"E. 181.13 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF LOT 23, BOGER'S ADDITION TO FENWICK PARK; THENCE WITH THE NORTH LINE OF BOGER'S ADDITION TO FENWICK PARK, THE FOLLOWING COURSES AND DISTANCES: S.74°25'10"W., 358.38 FEET TO A POINT; THENCE S.15°34'50"E., 44.00 FEET TO A POINT; THENCE S.74°25'10"W., 562.06 FEET TO A POINT OF BEGINNING AND CONTAINING 293,885 SQUARE FEET OR 6.7467 ACRES MORE OR LESS.

# UNOFFICIAL COPY

EXHIBIT "A-2"  
Legal Description

Gwinnett Market Fair, Gwinnett County, Georgia

00608506

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT "A-2" Legal Description

Gwinnett Market

Gwinnett Market Fair, Gwinnett County, Georgia

00608506

All that tract or parcel of land lying or being in Land Lot 231 of the 6th District of Gwinnett County, Georgia being more particularly described as follows:

COMMENCING at the point of intersection of the southwesterly right-of-way of Pleasant Hill Road (120' R/W) with the northwesterly right-of-way of Satellite Boulevard (130' R/W); thence southwesterly along said right-of-way of Satellite Boulevard, a distance of 250.00 feet to a point, said point being the TRUE POINT OF BEGINNING; Thence continuing along said right-of-way South 59 degrees 58 minutes 36 seconds West, a distance of 100.00 feet to a point; thence South 59 degrees 59 minutes 27 seconds West, a distance of 142.83 feet to a point; thence South 59 degrees 59 minutes 27 seconds West, a distance of 30.39 feet to a point; thence leaving the aforementioned right-of-way, Northwestery, following the curvature of an arc to the right, having a radius of 283.49 feet, a distance of 71.86 feet to a point, said arc being subtended by a chord of North 14 degrees 02 minutes 39 seconds West, a distance of 71.67 feet; thence Northwestery, following the curvature of an arc to the right, having a radius of 138.19 feet, a distance of 34.04 feet to a point, said arc being subtended by a chord of North 00 degrees 30 minutes 26 seconds West, a distance of 33.95 feet; thence Northwestery, following the curvature of an arc to the left, having a radius of 145.84 feet, a distance of 77.15 feet to a point, said arc being subtended by a chord of North 09 degrees 46 minutes 02 seconds West, a distance of 76.26 feet; thence South 59 degrees 59 minutes 27 seconds West, a distance of 229.59 feet to a point; thence South 30 degrees 00 minutes 33 seconds East, a distance of 170.00 feet to a point on the northwesterly right-of-way of Satellite Boulevard (130' R/W); THENCE, South 59 degrees 59 minutes 27 seconds West, a distance of 293.16 feet to a point; thence southwesterly, following the curvature of an arc to the left, having a radius of 1833.09 feet, a distance of 285.62 feet to a point, said arc being subtended by a chord South 55 degrees 33 minutes 01 seconds West, a distance of 285.33 feet; thence, North 30 degrees 23 minutes 02 seconds West, leaving the aforesaid right-of-way a distance of 702.94 feet to a point; thence, North 59 degrees 35 minutes 13 seconds East, a distance of 1272.34 feet to a point on the southwesterly right-of-way of Pleasant Hill Road (120' R/W); thence, South 30 degrees 06 minutes 23 seconds East; continuing along said right-of-way a distance of 463.26 feet to a point; Thence, South 59 degrees 39 minutes 29 seconds West, leaving the aforesaid right-of-way a distance of 250.00 feet to a point; thence, South 30 degrees 06 minutes 00 seconds East, a distance of 225.00 feet to a point on the northwesterly right-of-way of Satellite Boulevard (130' R/W), said point also being known as the TRUE POINT OF BEGINNING.

Said tract or parcel of land contains 17.9637 acres.

TOGETHER WITH those easement rights arising under that certain Declaration of Covenants, Easements and Restrictions for Gwinnett Marketfair Shopping Center by Gwinnett Marketfair Associates Limited Partnership, a Georgia limited partnership, dated July 12, 1989, filed for record September 15, 1989 at 4:40 p.m., recorded in Deed Book 5663, Page 50, Records of Gwinnett County, Georgia.

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ALSO TOGETHER WITH those easement rights arising under that certain Easement Agreement by and between Gwinnett Marketfair Associates (MLP) Limited Partnership, a Georgia limited partnership and Isakson/Barnhart Development Co., L.L.C., dated June 12, 1996, filed for record June 13, 1996 at 8:09 a.m., recorded in Deed Book 12812, Page 63, aforesaid Records; as assigned by that certain Assignment from Isakson/Barnhart Development Co. LLC, a Georgia limited liability company to Pleasant Hill Square Development Co. LLC, a Georgia limited liability company, dated September 3, 1996, filed for record September 6, 1996 at 12:56 p.m., recorded in Deed Book 13167, Page 274, aforesaid Records.

ALSO TOGETHER WITH those easement rights arising under that certain Joint Cross Access Easement Agreement by and between Gwinnett Marketfair Associates (MLP) Limited Partnership, a Georgia limited partnership and Isakson/Barnhart Development Co., L.L.C., dated June 12, 1996, filed for record June 13, 1996 at 9:09 a.m., recorded in Deed Book 12812, Page 88, aforesaid Records; as assigned by that certain Assignment from Isakson/Barnhart Development Co. LLC, a Georgia limited liability company to Pleasant Hill Square Development Co. LLC, a Georgia limited liability company, dated September 3, 1996, filed for record September 6, 1996 at 12:56 p.m., recorded in Deed Book 13167, Page 274, aforesaid Records.

ALSO TOGETHER WITH those easement rights arising under that certain Slope Easement Agreement by and between Trust Company Bank of Gwinnett County, a state chartered bank and Gwinnett Marketfair Associates Limited Partnership, a Georgia limited partnership, dated May 27, 1987, filed for record June 17, 1987 at 2:38 p.m., recorded in Deed Book 4376, Page 258, aforesaid Records.

# UNOFFICIAL COPY

EXHIBIT "A-3"  
Legal Description

00608506

Mount Prospect Plaza, Cook County, Illinois

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

Mount Prospect

EXHIBIT "A-3"  
Legal Description

00608506

Mount Prospect Plaza, Cook County, Illinois

LEGAL DESCRIPTION:

PARCEL 1:

Lot 1 (excepting therefrom those parts thereof taken for the Department of Transportation of the State of Illinois by Condemnation registered as Document Number LR 3201616, and also excepting therefrom that part thereof taken for Centennial Subdivision by Plat registered as Document Number LR 3202476) in Plaza Subdivision, being a subdivision of part of the Southwest Quarter of Section 35, Township 42 North, Range 11 East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on July 16, 1979 as Document Number LR 3104778;

Also excepting therefrom that part of Lot 1 in Plaza Subdivision aforesaid described as follows:

Beginning at the Northwest corner of said Lot 1; thence South 29 degrees 46 minutes 10 seconds East along the Southwesterly line of said Lot 1, being also the Northeasterly right-of-way line of Rand Road as dedicated by Document Number LR 3104778, a distance of 296.41 (record 297.66) feet to a point of curvature; thence continuing Southeasterly along said Southwesterly line on a tangential curve, concave to the Northeast, having a radius of 2,072.46 feet, for an arc distance of 730 feet; thence North 20 degrees 56 minutes 31 seconds East, 615.26 feet to the Southwest corner of Centennial Subdivision, according to the Plat thereof registered February 11, 1981 as Document Number LR 3202476; thence North 00 degrees 00 minutes 30 seconds East along the West line of Centennial Subdivision aforesaid, 234.66 feet to a point on the North line of said Lot 1 in Plaza Subdivision; thence North 89 degrees 39 minutes 17 seconds West along said North line, 832.35 (record 832.55) feet to the point of beginning.

(Continued)



# UNOFFICIAL COPY

00608506

## LEGAL DESCRIPTION CONTINUED

PARCEL 1 above also more particularly described, by metes and bounds, as follows:

Part of Lot 1, Plaza Subdivision, in the Southwest Quarter of Section 15, Township 42 North, Range 11 East of the Third Principal Meridian, City of Mount Prospect, Cook County, Illinois being more particularly described as follows: Beginning at the Northwest Corner of West Gate Road and East Central Road; thence North 89 degrees 37 minutes 28 seconds West, 813.32 feet; thence North 56 degrees 54 minutes 28 seconds West, 419.41 feet; thence North 33 degrees 05 minutes 32 seconds East, 35.00 feet; thence North 56 degrees 54 minutes 28 seconds West, 120.0 feet; thence South 33 degrees 05 minutes 32 seconds West, 35.00 feet; thence North 56 degrees 54 minutes 28 seconds West, 38.52 feet; thence along the arc of a curve to the right having a radius of 2,072.46 feet and a long chord subtended bearing of North 53 degrees 26 minutes 08 seconds West, 252.15 feet; thence North 20 degrees 57 minutes 12 seconds East, 615.30 feet; thence South 89 degrees 37 minutes 28 seconds East, 698.30 feet; thence North 00 degrees 01 minutes 21 seconds East, 125.99 feet; thence North 89 degrees 39 minutes 43 seconds East, 416.97 feet; thence along the arc of a curve to the right having a radius of 40.00 feet and a long chord subtended bearing of South 78 degrees 43 minutes 34 seconds East, 16.11 feet; thence South 67 degrees 05 minutes 57 seconds East, 135.16 feet; thence South 89 degrees 26 minutes 43 seconds East, 24.37 feet; thence South 00 degrees 00 minutes 00 seconds West, 1,111.59 feet to the point of beginning.

### PARCEL 2:

Non-exclusive Easement for the benefit of Parcel 1 for ingress and egress, parking of motor vehicles, loading and unloading of commercial and other vehicles, and for the use of roadways, walkways, and facilities installed for the comfort and convenience of customers, invitees, licensees, tenants and employees of all businesses and occupants of the improvements as granted by Easements With Covenants, Conditions And Restrictions Affecting Land dated September 28, 1990 by and between Mount Prospect Plaza Limited Partnership, an Illinois limited partnership, and Wal-Mart Stores, Inc., a Delaware corporation,

(Continued)

## LEGAL DESCRIPTION CONTINUED

recorded in the Office of the Recorder of Deeds of Cook County, Illinois on September 28, 1990 as Document Number 90474272, over and across those portions of the following described "Wal-Mart Parcel" as defined therein designated as parking areas:

That part of Lot 1 (excepting therefrom those parts thereof taken for the Department of Transportation of the State of Illinois by Condemnation registered as Document Number LR 3201616, and also excepting therefrom that part thereof taken for Centennial Subdivision by Plat registered as Document Number LR 3202476) in Plaza Subdivision being a subdivision of part of the Southwest Quarter of Section 35, Township 2 North, Range 11 East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on July 16, 1979 as Document Number LR 3104778, described as follows:

Beginning at the Northwest corner of said Lot 1; thence South 29 degrees 46 minutes 10 seconds East along the Southwesterly line of said Lot 1, being also the Northeasterly right-of-way line of Rand Road as dedicated by Document Number LR 3104778, a distance of 296.41 (record 297.66) feet to a point of curvature; thence continuing Southeasterly along said Southwesterly line on a tangential curve, concave to the Northeast, having a radius of 2,077.46 feet, for an arc distance of 730 feet; thence North 20 degrees 56 minutes 31 seconds East, 615.26 feet to the Southwest corner of Centennial Subdivision, according to the Plat thereof registered February 11, 1981 as Document Number LR 3202476; thence North 00 degrees 00 minutes 30 seconds East along the West line of Centennial Subdivision aforesaid, 234.66 feet to a point on the North line of said Lot 1 in Plaza Subdivision; thence North 89 degrees 39 minutes 13 seconds West along said North line, 832.35 (record 832.55) feet to the point of beginning.

### PARCEL 3:

Non-exclusive Easement for the benefit of Parcel 1 for installation, maintenance, repair and replacement of all subsurface lines and conduits for watermains, sanitary sewer lines, storm sewers and related accessory facilities

(Continued)

## LEGAL DESCRIPTION CONTINUED

together with all surface storm water detention areas, including, but not limited to, retention ponds existing or to be constructed, as granted by Easement With Covenants, Conditions And Restrictions Affecting Land dated September 28, 1990 by and between Mount Prospect Plaza Limited Partnership, an Illinois limited partnership, and Wal-Mart Stores, Inc., a Delaware corporation, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on September 28, 1990 as Document Number 90474272, over, across and under those portions of the following described "Wal-Mart Parcel" as defined therein designated as utility easement area as described on Exhibit "E" thereto:

That part of Lot 1 (excepting therefrom those parts thereof taken for the Department of Transportation of the State of Illinois by Condemnation registered as Document Number LR 3201616, and also excepting therefrom that part thereof taken for Centennial Subdivision by Plat registered as Document Number LR 3202476) in Plaza Subdivision, being a subdivision of part of the Southwest Quarter of Section 35, Township 42 North, Range 11 East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on July 16, 1979 as Document Number LR 3104778, described as follows:

Beginning at the Northwest corner of said Lot 1; thence South 29 degrees 46 minutes 10 seconds East along the Southwesterly line of said Lot 1, being also the Northeasterly right-of-way line of Rand Road as dedicated by Document Number LR 3104778, a distance of 296.41 (record 297.66) feet to a point of curvature; thence continuing Southeasterly along said Southwesterly line on a tangential curve, concave to the Northeast, having a radius of 2,072.46 feet, for an arc distance of 730 feet; thence North 20 degrees 56 minutes 31 seconds East, 615.26 feet to the Southwest corner of Centennial Subdivision, according to the Plat thereof registered February 11, 1981 as Document Number LR 3202476; thence North 00 degrees 00 minutes 30 seconds East along the West line of Centennial Subdivision aforesaid, 234.66 feet to a point on the North line of said Lot 1 in Plaza Subdivision; thence North 89 degrees 39 minutes 13 seconds West along said North line, 832.35 (record 832.55) feet to the point of beginning.

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EXHIBIT "A-4"  
Legal Description

Western Hills Plaza, Hamilton County, Ohio

Property of Cook County Clerk's Office

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## EXHIBIT "A-4" Legal Description

Western Hills Plaza

Western Hills Plaza, Hamilton County, Ohio

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Situated in the City of Cincinnati, Hamilton County, Ohio, being parts of Lots 4 and 6 of F. W. Schwartz's Estate as recorded in Plat Book 9 page 37 of the Hamilton County, Ohio Records and part of Lot 3 of Western Woods Subdivision, Block "C" as recorded in Plat Book 95 pages 4 and 5 of the Hamilton County, Ohio Records, described as follows: Beginning at the intersection of the East line of said Lot 6 with the South line of Schwartz Avenue; thence South 3° 16' 00" West, along the East line of said Lot 6, a distance of 1517.15 feet to the North line of Werk Road, as now improved; thence along the North line of Werk Road, as now improved, North 85° 01' 58" West, a distance of 146.83 feet and on a curved line deflecting to the right with a radius of 91.92 feet, a distance of 28.69 feet (chord of said curve bears North 76° 05' 26" West, a distance of 28.58 feet to the northeasterly line of Glenway Avenue); thence northwestwardly along the northeasterly line of Glenway Avenue, on a curved line deflecting to the left with a radius of 1,482.59 feet, a distance of 192.29 feet (chord of said curve bears North 42° 05' 05" West, a distance of 192.15 feet), North 45° 48' 00" West a distance of 70.88 feet, on a curved line deflecting to the left with a radius of 2,329.33 feet, a distance of 10.08 feet (chord of said curve bears North 43° 48' 04" West, a distance of 10.08 feet), on a curved line deflecting to the left with a radius of 3,093.61 feet, a distance of 101.23 feet (chord of said curve bears North 44° 51' 44" West, a distance of 101.22 feet), North 45° 48' 00" West a distance of 362.77 feet, on a curved line deflecting to the left with a radius of 2,220.25 feet, a distance of 101.72 feet (chord of said curve bears North 47° 06' 47" West, a distance of 101.71 feet), on a curved line deflecting to the left with a radius of 1,674.52 feet, a distance of 201.29 feet (chord of said curve bears North 51° 52' 11" West, a distance of 201.17 feet), on a curved line deflecting to the left with a radius of 2,220.25 feet, a distance of 101.72 feet (chord of said curve bears North 56° 37' 25" West, a distance of 101.71 feet), North 57° 56' 15" West, a distance of 34.71 feet and North 55° 43' 00" West, a distance of 411.31 feet; thence North 4° 10' 00" East, a distance of 423.37 feet; thence North 66° 39' 30" East, a distance of 149.00 feet; thence North 54° 11' 30" East, a distance of 359.38 feet to the easterly line of said Lot 3 of Western Woods Subdivision, Block "C"; thence South 40° 16' 00" East, along the easterly line of said Lot 3, a distance of 87.51 feet to the southeasterly corner of said Lot 3; thence North 74° 24' 37" East, a distance of 167.44 feet; thence South 76° 10' 00" East, a distance of 7.65 feet to the southerly line of Schwartz Avenue; thence eastwardly along the southerly line of Schwartz Avenue, on a curved line deflecting to the left with a radius of 330 feet, a distance of 141.80 feet (chord of said curve bears South 63° 51' 24" East, a distance of 140.71 feet), South 76° 10' 00" East, a distance of 497.13 feet, on a curved line deflecting to the left with a radius of 330 feet, a distance of 60.86 feet (chord of said curve bears South 81° 27' 00" East, a distance of 60.77 feet) and South 86° 44' 00" East, a distance of 112.26 feet to the place of beginning. Containing 36.0287 acres, more or less.

TOGETHER WITH (1) all right, title and interest stated as being created for the benefit of the above-described property in that certain deed granted by Robert J. Menke to Town and Country Plaza, Inc., dated November 8, 1967 and recorded at Deed Book 3599 page 597 in the Office of the Recorder of Hamilton County, Ohio; and (2) all right, title and interest stated as being created for the benefit of the above-described real estate in that certain Easement from James T. Gamble to the Board of County Commissioners of Hamilton County, Ohio dated July 12, 1928, recorded at Deed Book 1468 page 85 in the Office of the Recorder of Hamilton County, Ohio.

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## EXHIBIT "B-1"

### Description of Security Instrument and Assignment of Leases

#### **Echo Hills, Town of West Falls Church, Fairfax County, Virginia**

1. Deed of Trust, Assignment of Leases and Rents and Security Agreement dated as of January 26, 1999, executed by Echo Hills Center Associates (MLP) Limited Partnership in favor of Original Lender, filed for record, January 29, 1999 in the Clerk's Office of the Circuit Court of Fairfax County, Virginia, in Deed Book 10768 at Page 1790.
2. Assignment of Leases and Rents, dated as of January 26, 1999, executed by Echo Hills Center Associates (MLP) Limited Partnership in favor of Original Lender, filed for record January 29, 1999, in Book 10768, Page 1828, aforesaid records

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## EXHIBIT "B-2"

### Description of Security Instrument and Assignment of Leases

#### Gwinnett Market Fair, Gwinnett County, Georgia

1. Deed to Secure Debt, Assignment of Leases and Rents and Security Agreement, dated as of January 26, 1999, executed by Gwinnett Marketfair Associates Limited Partnership in favor of Original Lender, filed for record February 1, 1999, in Deed Book 17670, Page 129, Records of Gwinnett County, Georgia.
2. Assignment of Leases and Rents dated as of January 26, 1999, executed by Gwinnett Marketfair Associates Limited Partnership in favor of Original Lender, filed for record February 1, 1999, in Deed Book 17670, Page 166, aforesaid records.

Property of Cook County Clerk's Office

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EXHIBIT "B-3"

Description of Security Instrument and Assignment of Leases

**Mount Prospect Plaza, Cook County, Illinois**

1. Mortgage and Security Agreement, dated as of January 26, 1999, executed by Mount Prospect Plaza (MLP) Limited Partnership in favor of Original Lender, filed for record January 29, 1999 in the office of the Cook County Recorder as document number 99099655.
2. Assignment of Leases and Rents dated as of January 26, 1999, executed by Mount Prospect Plaza (MLP) Limited Partnership in favor of Original Lender, filed for record January 29, 1999 as document number 9909656, aforesaid records.

Property of Cook County Clerk's Office



EXHIBIT "B-4"

Description of Security Instrument and Assignment of Leases

**Western Hills Plaza, Hamilton County, Ohio**

1. Open-End Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of January 26, 1999, executed by Western Hills Plaza L.L.C. in favor of Original Lender, filed for record on January 29, 1999 in the Official Records of Hamilton County, Book 7870, Page 2969.
2. Assignment of Leases and Rents, dated as of January 26, 1999, executed by Western Hills Plaza L.L.C. in favor of Original Lender, filed for record on January 29, 1999 in Book 7870, Page 3003, aforesaid records.

Property of Cook County Clerk's Office

After Recording Return to:  
Klorece Exposito  
Midland Loan Services, Inc.  
210 West 10th Street, 6th Floor  
Kansas City, MO 64105

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0968

BOOK 4167 PAGE 45

00608506

LIMITED POWER OF ATTORNEY  
TO MIDLAND LOAN SERVICES, INC. FROM  
STATE STREET BANK AND TRUST COMPANY,  
TRUSTEE FOR HOLDERS OF J. P. MORGAN COMMERCIAL MORTGAGE  
FINANCE CORP.  
COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 1999-C8

KNOW ALL BY THESE PRESENTS:

WHEREAS, J.P. Morgan Commercial Mortgage Finance Corp., as Depositor, Midland Loan Services, Inc., as Master Servicer; and Special Servicer, (hereafter "Servicer") and State Street Bank and Trust Company, as Trustee, entered into a Pooling and Servicing Agreement (the "PSA") dated as of August 1, 1999 pertaining to a securitization trust formed for the benefit of the holders of Mortgage Pass-Through Certificates Series 1999-C8, whose Trustee is State Street Bank and Trust Company, and which provides in part that the Servicer shall administer and service certain "Mortgage Loans" as that term is defined in the PSA, in accordance with the terms of the PSA and the respective Mortgage Loans; and,

WHEREAS, pursuant to the terms of the PSA, the Servicer is granted certain powers, responsibilities and authority in connection with its servicing and administration of the Mortgage Loans subject to the terms of the PSA; and,

WHEREAS, Trustee has been requested by the Servicer pursuant to Section 4.01(b) and 6.01(b) of the PSA to grant this Limited Power of Attorney to Servicer to enable Servicer to execute and deliver, on behalf of the Trustee, certain documents and instruments related to the Mortgage Loans thereby empowering Servicer to take such actions as it deems necessary to comply with its servicing, administrative and management duties under and in accordance with the PSA.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

State Street Bank and Trust Company, a nationally chartered banking organization, whose principal office address is Two Avenue de Lafayette, Boston, Massachusetts 02111, solely in its capacity as trustee for the holders of the above referenced securitization trust (in such capacity hereinafter called "Trustee") under the PSA, and not in its corporate capacity, does make, constitute and appoint Midland Loan Services, Inc., a Delaware corporation, with corporate offices at 210 West 10th Street, Kansas City, Missouri 64105, as Servicer, Trustee's true and lawful agent and attorney in fact with respect to the Mortgage Loans held by the Trustee in its capacity as Trustee in Trustee's name, place and stead, to prepare, complete, execute and deliver and record and file: (i) any and all financing statements, continuation statements and other documents or instruments necessary to maintain the validity, enforceability, perfection and priority of the lien created by a mortgage or deed of trust or similar instrument on each mortgage property and related collateral (the "Mortgaged Property") securing a Mortgage Loan held by the Trustee and serviced for the Trustee by the Servicer; (ii) subject to the provisions of the PSA, modifications, waivers, consents, assumptions, amendments or subordinations with respect to a

Mortgage Loan or documents relating thereto; (iii) any and all assignments, deeds, deeds of release and reconveyance, satisfactions of mortgage, termination statements and any and all other instruments of satisfaction, assignment, conveyance, instruction or cancellation, or of partial or full release or discharge and all other comparable instruments with respect to the Mortgage Loans and the Mortgaged Properties, which are customarily and reasonably necessary and appropriate to assign, partially release, or fully release or discharge upon payment in full and discharge in full all sums secured thereby, whether the Trustee is named therein as mortgagee or beneficiary or has become mortgagee or beneficiary by virtue of assignment of such mortgage, deed of trust or deed to secure debt; (iv) any and all instruments necessary or appropriate for the judicial or nonjudicial foreclosure of, the taking of a deed in lieu of foreclosure with respect to, or the conversion of title to any Mortgaged Property securing a Mortgage Loan owned by the Trustee and serviced by the Servicer for the Trustee; and, consistent with the authority granted by the PSA; to take any and all actions on behalf of the Trustee in connection with maintaining and defending the enforceability of such Mortgage Loan obligation and the collection thereof including, without limitation, the execution of any and all instruments necessary or appropriate in defense of and for the collection and enforcement of said Mortgage Loan obligation in accordance with the terms of the PSA.

#### ARTICLE I

The enumeration of particular powers hereinabove is not intended in any way to limit the grant to Servicer as the Trustee's attorney in fact of full power and authority with respect to the Mortgage Loans to execute and deliver any such documents, instrument or other writing, as fully, to all intents and purposes, as Trustee might or could do if personally present, hereby ratifying and confirming whatsoever such attorney in fact shall and may do by virtue hereof; and Trustee agrees and represents to those dealing with such attorney in fact that they may rely upon this power of attorney until termination of the power of attorney under the provisions of Article III below. As between and among Trustee, the Certificateholders, the Trust, and the Servicer, Servicer may not exercise any right, authority or power granted by this instrument in a manner which would violate the terms of the PSA or the servicing standard imposed on the Servicer by the PSA, but any and all third parties dealing with Servicer as Trustee's attorney in fact may rely completely, unconditionally and conclusively on Servicer's authority and need not make inquiry about whether Servicer is acting pursuant to the PSA or such standard. Any purchaser, title company or other third party may rely upon a written statement by Servicer that any particular loan or property in question is subject to and included under this power of attorney and the PSA.

#### ARTICLE II

An act or thing lawfully done hereunder by Servicer shall be binding on Trustee and Trustee's successor and assigns.

ARTICLE III

This power of attorney shall continue in full force and effect from the date hereof until the earliest occurrence of any of the following events, unless sooner revoked in writing by the Trustee:

- (i) the suspension or termination of this Limited Power of Attorney by the Trustee;
- (ii) the transfer of servicing under the PSA from Servicer to another servicer;
- (iii) the appointment of a receiver or conservator with respect to the business of Servicer, or;
- (iv) the filing of a voluntary or involuntary petition in bankruptcy by or against Servicer

Nothing herein shall be deemed to amend or modify the PSA or the respective rights, duties or obligations of the Trustee, or Servicer thereunder, and nothing herein shall constitute a waiver of any rights or remedies thereunder.

IN WITNESS WHEREOF, the Trustee has caused this instrument to be executed and its corporate seal to be affixed hereto by its officer duly authorized as of the 15<sup>th</sup> day of March, 2000

State Street Bank and Trust Company, Trustee for  
the holders of Mortgage Pass-Through Certificates  
Series 1999-C8  
(and not in its corporate capacity)

(SEAL)

By [Signature]  
James H. Byrnes  
V.P.

ATTEST:

[Signature]  
Secretary or Assistant Secretary

STATE OF Mass )  
COUNTY OF Suffolk ) ss.

On this 15<sup>th</sup> day of March, 2000, before me personally appeared James Byrnes, to me personally known, who, being by me duly sworn, did acknowledge and say that he is the Vice President of State Street Bank and Trust Company, a nationally chartered banking organization as Trustee for the holders of Mortgage Pass-Through Certificates Series 1999-C8, and that the seal affixed to the foregoing instrument is the corporate seal of said entity by authority of its board of directors, and said James Byrnes did acknowledge said instrument to be the free act and deed of said entity.

Diana J. Kenneally  
Notary Public  
My Commission expires: \_\_\_\_\_

Diana J. Kenneally  
Notary Public  
My Commission Expires August 13, 2004

State of Kansas, County of Wyandotte, ss.  
I, THOMAS W. GRONEMAN, Register of Deeds in and for the County and State aforesaid, do hereby certify that the foregoing is a true and correct copy of an instrument of writing filed in this office on the 15 day of March, ~~2000~~ the same appears of record in book 4167 at page 45.  
WITNESS, my hand and seal, this 15 day of March, ~~2000~~

Thomas W. Groneman  
Register of Deeds/Deputy

2000R-05921  
REGISTER OF DEEDS  
WYANDOTTE COUNTY, KS  
RECORDED ON  
03-27-2000 10:17:46  
THOMAS W. GRONEMAN  
REGISTER OF DEEDS  
REG. FEE: 12.00  
DEED FEE:  
QUIT CLAIM FEE:  
PAGES: 4