



When Recorded, Return to:  
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45 South Seventh Street  
Suite 3300  
Minneapolis, MN 55402

**CROSS-COLLATERALIZATION AGREEMENT AND AMENDMENT TO  
MULTIFAMILY LEASEHOLD MORTGAGE/DEED OF TRUST, ASSIGNMENT OF  
RENTS AND SECURITY AGREEMENT  
(LEASEHOLD MORTGAGES)**

THIS CROSS-COLLATERALIZATION AGREEMENT (this "Agreement") is made as of the 30<sup>th</sup> day of October, 2000 by and among GLASER FINANCIAL GROUP, INC., a Minnesota corporation ("Lender") and the following guarantors (each referred to individually as a "Guarantor" and all referred to collectively as the "Guarantors"):

Guarantor	Type of Entity
Brookdale Living Communities of Illinois-2960, LLC	Delaware limited liability company
Brookdale Living Communities of New York-GB, LLC	Delaware limited liability company
Brookdale Living Communities of Arizona-EM, LLC	Delaware limited liability company
Brookdale Living Communities of Washington-PP, LLC	Delaware limited liability company

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## RECITALS

SPTBrook Properties Trust, a Maryland real estate investment trust ("Borrower") is justly indebted to the Lender in the principal sums set forth below for money loaned (each, a "Loan" and collectively, the "Loans") to Borrower by Lender and the Guarantors have guaranteed to Lender the payment and performance of Borrower's obligations under the Loans pursuant to certain Mortgage or Deed of Trust Guaranty Agreements of even date herewith from Guarantors to Lender (the "Mortgage Guaranties") as follows:

Guarantor	Loan Amount
Brookdale Living Communities of Illinois-2960, LLC	\$63,890,000
Brookdale Living Communities of New York-GB, LLC	\$4,460,000
Brookdale Living Communities of Arizona-EM, LLC	\$11,650,000
Brookdale Living Communities of Washington-PP, LLC	\$10,000,000

Each Mortgage Guaranty will be secured by a Mortgage (as defined below) on the leasehold estate in the real property identified in the following table, which is more particularly described in the exhibit to this Agreement specified in the following table created by certain Leases with Borrower as Fee Owner ("Operator Leases"), and on other property included within the definition of "Mortgaged Property" in that Mortgage:

Guarantor	Property Name	County, and State	Exhibit
Brookdale Living Communities of Illinois-2960, LLC	The Hallmark	Cook County, Illinois	Exhibit A
Brookdale Living Communities of New York-GB, LLC	The Gables at Brighton	Monroe County, New York	Exhibit B
Brookdale Living Communities of Arizona-EM, LLC	The Springs of East Mesa	Maricopa County, Arizona	Exhibit C
Brookdale Living Communities of Washington-PP, LLC	Park Place Retirement Community	Spokane County, Washington	Exhibit D

Each Guarantor is an affiliate of the other Guarantors and will receive a direct and material benefit from the Loans to the Borrower and the Mortgage Guaranties of the other Guarantors. The Lender is willing to make the Loans to the Borrower only if each Guarantor agrees to guarantee all of the Indebtedness of the other Guarantors with respect to the other Loans.

Each Guarantor is executing this Agreement to evidence its agreement (a) to guarantee payment as and when due all of the Indebtedness of the other Guarantors under the other Mortgage Guaranties, (b) that its obligations under this Agreement shall be secured by the Mortgage encumbering that Guarantor's Property and (c) to bear joint and several liability for the obligations of all other Guarantors as set forth in this Agreement.

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings indicated:

"**Arizona Mortgage**" means that certain Multifamily Leasehold Deed of Trust, Assignment of Rents and Security Agreement (Arizona) of even date herewith, from Brookdale Living Communities of Arizona-FM, LLC, as Trustor, to a trustee for Lender, as Beneficiary, recorded ~~October~~ <sup>November</sup> 1, 2000, at Recorder's No. 2000-0841511, in the office of the Maricopa County Recorder.

"**Combined Obligations**" means, with respect to each Guarantor, that Guarantor's obligations both (a) to pay and perform the Indebtedness for which it has executed and delivered a Mortgage Guaranty and (b) to pay and perform all other obligations under this Agreement and under the Loan Documents.

"**Event of Default**" shall have the meaning set forth in Section 4.

"**Foreclosure**" means, with respect to any Mortgage, a foreclosure of the Mortgage, a deed in lieu of such foreclosure, a sale of the Property pursuant to the non-judicial power of sale provided for by applicable state law, a sale of the Property pursuant to lawful order of a court of competent jurisdiction in a bankruptcy case filed under Title 11 of the United States Code, or any other similar disposition of the Property encumbered by the Mortgage.

"**Fraudulent Transfer Laws**" means Section 548 of Title 11 of the United States Code or any applicable provisions of comparable state law, including any provisions of the Uniform Fraudulent Conveyance Act or Uniform Fraudulent Transfer Act, as adopted under state law.

"**Indebtedness**" means, with respect to each Guarantor, the "Indebtedness" as defined in that Guarantor's Mortgage, without regard to additional obligations of that Guarantor that are created by this Agreement.

"**Loan Documents**" means, with respect to each Guarantor's Loan, the "Loan Documents" as defined in that Guarantor's Mortgage, including without limitation the Mortgage and the related Mortgage Guaranty. "Loan Documents", when not used in reference to a particular Loan, refers to the Loan Documents of all Guarantors relating to all Loans.

"**Loans**" means the loans identified in the Recitals to this Agreement.

"**Mortgage**" with respect to each Guarantor means the Multifamily Leasehold Mortgage, Deed of Trust or Deed to Secure Debt that secures that Guarantor's Indebtedness, including without limitation, the Arizona Mortgage.

"**Note**" with respect to each Loan means the Multifamily Note evidencing the Borrower's obligation to repay that Loan.

"**Property**" means, with respect to each Guarantor and that Guarantor's Mortgage, the "Mortgaged Property" as defined in that Mortgage.

"**Total Property**" means the aggregate of all the Properties.

Capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Mortgages.

## **2. Joint and Several Liability; Integration of Obligations.**

(a) Notwithstanding anything to the contrary in this Agreement or any Guarantor's Loan Documents, each Guarantor shall pay the Indebtedness of each other Guarantor, as and when due. Accordingly, the Indebtedness of each Guarantor shall be the joint and several obligation of each other Guarantor.

(b) While each Indebtedness represents a separate and independent obligation of each Guarantor, the Guarantors acknowledge that, in requesting the Lender to make the Loans to the Borrower, they intend:

(i) that at Lender's sole and absolute discretion the Loans be treated as if they were a single, integrated indebtedness of the Borrower and Indebtedness related thereto shall be treated as if they were a single, integrated indebtedness of the Guarantors, and

(ii) that the Total Property secure to the Lender the payment and performance of all of the Guarantors' Combined Obligations.

Accordingly, if any Guarantor fails to pay fully, when due, any amount payable to the Lender under this Agreement or any Loan Document, then the Lender may elect, in its discretion, to treat that amount as being due and owing by the other Guarantors, on a joint and several basis; may enforce its rights and remedies against and collect such amounts from the other Guarantors on a joint and several basis; and may recover such amounts from the value of each of the Properties, on a pro rata basis or otherwise, as determined by the Lender in its discretion.

**3. Amendment of Guarantor Mortgage to Grant Additional Security.** Each Guarantor's Mortgage is hereby amended to provide that:

(a) at Lender's sole discretion such Mortgage secures the Combined Obligations of that Guarantor under this Agreement as well as the Indebtedness of that Guarantor under its own Loan Documents and Mortgage Guaranty, and

(b) at Lender's sole discretion the liens and security interests granted by Guarantors to Lender in the Total Property secures all Guarantors' Combined Obligations, without apportionment or allocation of any Property or any portion of any Property (except that the Combined Obligations may be apportioned among the Properties for the sole and limited purpose of determining the amount of transfer or recordation taxes or documentary stamps required in connection with recordation of this Agreement and the Mortgages).

**4. Events of Default.** Each of the following events shall constitute an "Event of Default" under this Agreement:

(a) A default or breach by any Guarantor of any provision of this Agreement;

(b) A default or breach by any Guarantor under any of its Loan Documents beyond any notice, grace or cure period set forth in that Loan Document; or

(c) Any event or condition defined as an "Event of Default" under any Loan Document.

**5. Amendment of Mortgage to Provide for Cross-Default.** Each Guarantor's Mortgage is hereby amended to provide that any Event of Default under this Agreement shall constitute an Event of Default under that Mortgage.

**6. Remedies.** Subject to the provisions of the Loan Documents, upon the occurrence of an Event of Default, the Lender in its discretion may, but shall not be obligated to, exercise any or all of the following remedies:

(a) declare immediately due and payable the Indebtedness of any or all Guarantors and declare immediately due and payable the Loan or Loans applicable thereto whether or not the Lender exercises its right to declare immediately due and payable the Loan or Indebtedness related to a particular Mortgage under which the Event of Default may have occurred; and

(b) exercise any or all of its rights and remedies under this Agreement, any Loan Document or applicable law.

The Lender may exercise such remedies in one or more proceedings, whether contemporaneous or consecutive or a combination of both, to be determined by Lender in its sole discretion. The Lender may enforce its rights against any one or more Properties or portions of Properties, in such order and manner as it may elect in its sole discretion. The enforcement of any one Mortgage shall not constitute an election of remedies, and shall not limit or preclude the enforcement of any other Mortgage or Loan Document, through one or more additional proceedings. The Lender may bring any action or proceeding, including but not limited to judicial or non-judicial foreclosure proceedings, without regard to the fact that one or more other proceedings may have been commenced elsewhere with respect to the same Property or Properties or any portion of them. Each Guarantor, for itself and for any and all persons or entities now or in the future holding or claiming any lien on, security interest in, or other interest or right of any nature in or to any Property, and who have actual or constructive notice of this Agreement, hereby unconditionally and irrevocably waives any rights it may have, now or in the future, whether at law or in equity, to require the Lender to enforce or exercise any of its rights or remedies under this Agreement, under any Mortgage, or under any other Loan Document in any particular manner or order or in any particular state or county, or to apply the proceeds of any foreclosure sale or sales in any particular manner or order.

No judgment obtained by Lender in any one or more enforcement proceedings shall merge the related Indebtedness into that judgment, and all Indebtedness which remains unpaid shall remain a continuing obligation of the Guarantors subject to the non-recourse provisions of the Loan Documents.

**7. Application of Proceeds.** Proceeds of the enforcement or foreclosure of any Mortgage shall be applied to the payment of the Combined Obligations in such order as the Lender may determine in its sole discretion.

**8. Adjustment of Obligations.** If the Combined Obligations of any Guarantor are otherwise subject to avoidance under any Fraudulent Transfer Law, then the Combined Obligations of that Guarantor shall be limited to the largest amount that would not render its

Combined Obligations subject to avoidance as a fraudulent transfer or conveyance under that Fraudulent Transfer Law.

## 9. Guarantors' Rights of Subrogation, Etc.

(a) Until the Combined Obligations have been paid and performed in full, each Guarantor shall withhold exercise of any right of subrogation, contribution, reimbursement or indemnity (whether contractual, statutory, equitable, under common law or otherwise) and any other rights to enforce any claims or remedies which it has now or may have in the future against the Borrower or any other Guarantor or any of the Properties or against any guarantor or security for the Combined Obligations.

(b) If a Guarantor's agreement under Subsection (a) to withhold exercise of rights of subrogation, contribution, reimbursement and indemnity is found by a court of competent jurisdiction to be void or voidable for any reason, any such rights a Guarantor may have against the Borrower or another Guarantor, any Properties or any guarantor or security for the Combined Obligations shall be subordinate to any rights the Lender may have against the Borrower or the other Guarantor, such Properties, such guarantor or such security.

**10. Subordination of Obligations Between Guarantors.** Any indebtedness or other obligation of a Guarantor (a "Debtor Guarantor") held by another Guarantor (a "Creditor Guarantor") shall be subordinate to rights of the Lender against that Debtor Guarantor. If the Lender so requests at a time when an Event of Default has occurred and is continuing, any Creditor Guarantor shall enforce and collect any such indebtedness or other obligation as trustee for the Lender and shall pay over to the Lender any amount collected, on account of the Combined Obligations of the Debtor Guarantor.

**11. Release of Properties.** The Lender will release a Guarantor's Property, other than The Hallmark, as described on Page 2 hereof, which may not be released (the "Released Property") ("Release") from the liens created by this Agreement and by the Guarantor's Mortgage upon the satisfaction of all of the following conditions:

(a) The Lender has received from the applicable Guarantor (the "Requesting Guarantor") at least thirty (30) days' prior written notice of the date proposed for such release (the "Release Date").

(b) No Event of Default has occurred and is continuing as of the date of the notice and as of the Release Date.

(c) The Release will not cause the Combined Debt Service Coverage Ratio of the remaining Properties to be less than the greater of (i) the Combined Debt Service

Coverage Ratio of the Released Property and the remaining Properties at the time of the release, or (ii) the Combined Debt Service Coverage Ratio of the Released Property and the remaining Properties as of the date hereof. As to any group of Properties, "Combined Debt Service Coverage Ratio" means the ratio, as determined by the Lender in its sole discretion, of (i) the aggregate net operating income from the operations of those Properties that, during the last twelve full calendar months preceding the Release Date was available for repayment of debt, after deducting operating expenses, to (ii) the aggregate principal and interest that will be payable under the Loans related to those Properties during the twelve full calendar months following the Release Date. The Guarantor shall provide the Lender such financial statements and other information as the Lender may require to make this determination, and a certificate of the Chief Financial Officer (or comparable officer or principal) of the Guarantor requesting the Release stating that such statements are true, correct and complete in all material respects and certifying that all conditions precedent to the Release of the Released Property contained in this Section have been complied with, and the Lender shall have a reasonable time following its receipt of all such information in which to make the determination called for by this subparagraph 11(c).

(d) The Borrower or the Guarantors shall have paid to the Lender all of the following:

(i) All amounts required to satisfy all Indebtedness of the Borrower under the Loan applicable to the Released Property, including but not limited to principal, accrued and unpaid interest and any prepayment premium.

(ii) A release price (the "Release Price") equal to Twenty-Five Percent (25%) of the outstanding principal balance of the Indebtedness of the Borrower applicable to the Released Property (except for The Gables at Brighton for which the Release Price equals ten percent (10%) of the outstanding principal balance of the Indebtedness of the Borrower applicable to The Gables at Brighton), to be applied by the Lender as a prepayment of one or more of the Loans (each, a "Prepaid Loan") other than the Loan relating to the Released Property, in such amount and allocation as the Lender may determine in its discretion.

(iii) All accrued and unpaid interest and all other charges payable in connection with each such prepayment of a Prepaid Loan, including but not limited to any prepayment premiums.

(iv) All of Lender's costs and expenses in connection with the release of the Released Property, including without limitation reasonable attorneys' fees, a transaction review fee, and reimbursement for any re-underwriting costs for the Released Property and the remaining Properties.



(e) The Release shall not cause the Combined Loan to Value Ratio of the remaining Properties to be greater than the lesser of (i) the Combined Loan to Value Ratio of the Released Property and the remaining Properties at the time of the Release, or (ii) the Combined Loan to Value Ratio of the Released Property and the remaining Properties at the date hereof. As to any group of Properties, "Combined Loan to Value Ratio" means the ratio, as determined by Lender in its discretion of (A) the outstanding principal balance of the Indebtedness secured by the Mortgages on such Properties to (B) the value of such Properties as determined by Lender in its sole discretion, expressed as a percentage.

**12 Lender's Rights.** Each Guarantor agrees that the Lender may, without demand and at any time and from time to time and without the consent of, or notice to, the Guarantor, without incurring responsibility to the Guarantor, and without impairing or releasing the Combined Obligations of any Guarantor, upon or without any terms or conditions and in whole or in part:

(a) change the manner, place or terms of payment, or change or extend the time of payment of, or renew, increase, accelerate or alter, any of the Loans or the Indebtedness or Combined Obligations of any of the other Guarantors, any security for such Indebtedness or Combined Obligations, or any liability incurred directly or indirectly with respect to such Indebtedness or Combined Obligations;

(b) take and hold security for the payment of the Indebtedness or Combined Obligations of any of the other Guarantors and sell, exchange, release, surrender, realize upon or otherwise deal with in any manner and in any order any property pledged or mortgaged to secure such Indebtedness or Combined Obligations;

(c) exercise or refrain from exercising any rights against the Borrower or any other Guarantor or any Properties;

(d) release or substitute any one or more endorsers, guarantors, or other obligors with respect to the Loans or the Indebtedness or Combined Obligations of any of the other Guarantors;

(e) settle or compromise any of the Loans or the Indebtedness or Combined Obligations of any of the other Guarantors (including but not limited to obligations under this Agreement), any security for such Indebtedness or Combined Obligations or any liability incurred directly or indirectly with respect to such Indebtedness or Combined Obligations, or subordinate the payment of all or any part of the Loans or such Indebtedness or Combined Obligations to the payment of any liability (whether due or not) of the Borrower or any other Guarantor to its creditors other than the Lender;

(f) apply any sums realized to any liability or liabilities of any other Guarantor to the Lender regardless of what liability or liabilities of the Guarantor to the Lender remain unpaid;

(g) consent to or waive any breach by any other Guarantor of, or any act, omission or default by any other Guarantor under, this Agreement or any Loan Documents; and

(h) release the lien of this Agreement from any one or more of the Property as security for the Indebtedness, and proceed against the Guarantors, or any other liable parties on or with respect to the Indebtedness, and proceed to enforce the Lender's rights and remedies against and with respect to such Property that has been released from the lien of this Agreement separately and distinctly from the other Property as if such Released Property had not been subject to the cross-collateralization provisions of this Agreement. Nothing contained in this provision or in any other provision of this Agreement shall in any way, form or manner impair the obligations and liabilities of the Guarantors or the rights and remedies of the Lender under the Loan Documents and the Borrower's Loan Documents including this Agreement, except and only to the extent that the same has been specifically released by the Lender in writing. By way of example, but not limitation, the Lender may release any Property from the cross-collateralization provisions hereof while not releasing such Property or the Mortgage or other Loan Documents encumbering such Property from the cross-default provisions hereof.

### **13. Waiver of Presentment, Marshalling, etc.**

(a) With respect to its obligations under this Agreement each Guarantor and each guarantor of such obligations waives presentment, demand, notice of dishonor, protest, notice of acceleration, notice of intent to demand or accelerate payment or maturity, presentment for payment, notice of nonpayment, grace, and diligence in collecting such obligations.

(b) Notwithstanding the existence of any other security interests in any Property held by the Lender or by any other party, the Lender shall have the right to determine in its discretion the order in which any or all of the Properties or portions of any of the Properties shall be subjected to the remedies provided in this Agreement and the Loan Documents or applicable law. The Lender shall have the right to determine in its discretion the order in which any or all portions of the Combined Obligations are satisfied from the proceeds realized upon the exercise of such remedies. Each Guarantor and any party who now or in the future acquires a lien on or security interest in any of the Properties and who has actual or constructive notice of this Agreement hereby unconditionally and irrevocably waives any and all right to require the marshalling of assets or to require that any of the Properties or portions

of any of the Properties be sold in the inverse order of alienation or in parcels or as an entirety in connection with the exercise of any such remedies.

**14. Obligations Absolute.** No invalidity, irregularity or unenforceability of all or any part of the Combined Obligations of any Guarantor shall affect, impair or be a defense to the recovery by the Lender of the Indebtedness or Combined Obligations of any other Guarantor, and the liability of each Guarantor under this Agreement and the Loan Documents with respect to the Indebtedness of each other Guarantor shall be primary, absolute and unconditional notwithstanding the occurrence of any event or the existence of any other circumstances which might constitute a legal or equitable discharge of a surety or guarantor for the Indebtedness of any other Guarantor except payment and performance in full of that other Guarantor's Indebtedness.

**15. Non-Recourse Liability.** No Guarantor nor any member, officer, director, manager or employee of Guarantor shall have any personal liability for the Indebtedness of any other Guarantor.

**16. Notices.** All notices to each Guarantor under this Agreement shall be in writing and shall be given in the manner provided in that Guarantor's Mortgage for notices to that Guarantor. All notices to the Lender by any Guarantor under this Agreement shall be in writing and shall be given in the manner in that Guarantor's Mortgage for notices to the Lender.

**17. Governing Law.** The parties intend that the Lender will assign the Loans, the Mortgages and this Agreement to the Federal Home Loan Mortgage Corporation, a congressionally-chartered government-sponsored enterprise having its principal place of business in McLean, Virginia. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

**18. Captions, Cross References and Exhibits.** The captions assigned to provisions of this Agreement are for convenience only and shall be disregarded in construing this Agreement. Any reference in this Agreement to a "Section", a "Subsection" or an "Exhibit" shall, unless otherwise explicitly provided, be construed as referring to a section of this Agreement, to a subsection of the section of this Agreement in which the reference appears or to an Exhibit attached to this Agreement. All Exhibits referred to in this Agreement are hereby incorporated by reference.

**19. Number and Gender.** Use of the singular in this Agreement includes the plural, use of the plural includes the singular, and use of one gender includes all other genders, as the context may require.

**20. Statutes and Regulations.** Any reference in this Agreement to a statute or regulation shall include all amendments to and successors to such statute or regulation, whether adopted before or after the date of this Agreement.

**21. No Partnership.** This Agreement is not intended to, and shall not, create a partnership or joint venture among the parties, and no party to this Agreement shall have the power or authority to bind any other party except as explicitly provided in this Agreement.

**22. Successors and Assigns.**

(a) Except as provided in Subsection (b), no party to this Agreement may assign its rights or delegate its obligations under this Agreement without the prior written consent of all other parties.

(b) The Guarantors hereby consent to the Lender's assignment of the Loans, the Mortgages and this Agreement to the Federal Home Loan Mortgage Corporation ("Freddie Mac"). Freddie Mac may assign its rights and delegate its obligations under this Agreement to any person or entity to whom Freddie Mac transfers any of the Notes or Mortgages.

(c) This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, and permitted assigns.

**23. Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity of any other provision, and all other provisions shall remain in full force and effect.

**24. Entire Agreement.** This instrument, together with the Note, Mortgage and Loan Documents relating to each Loan, contains the entire agreement among the parties as to the rights granted and the obligations assumed in this instrument.

**25. Waiver; No Remedy Exclusive.** Any forbearance by a party to this Agreement in exercising any right or remedy given under this Agreement or existing at law or in equity shall not constitute a waiver of or preclude the exercise of that or any other right or remedy. Unless otherwise explicitly provided, no remedy under this Agreement is intended to be exclusive of any other available remedy, but each remedy shall be cumulative and shall be in addition to other remedies given under this Agreement or existing at law or in equity.

**26. Third Party Beneficiaries.** Neither any creditor of any party to this Agreement, nor any other person, is intended to be a third party beneficiary of this Agreement.

27. **Course of Dealing.** No course of dealing among the parties to this Agreement shall operate as a waiver of any rights of any party under this Agreement.

28. **Further Assurances and Corrective Instruments.** To the extent permitted by law, the parties shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements to this Agreement and such further instruments as may reasonably be required for carrying out the intention of or facilitating the performance of this Agreement.

29. **No Party Deemed Drafter.** No party shall be deemed the drafter of this Agreement, and this Agreement shall not be construed against either party as the drafter of the Agreement.

30. **WAIVER OF TRIAL BY JURY. EACH GUARANTOR AND THE LENDER (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS AGREEMENT THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.**

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## GUARANTOR CROSS-COLLATERALIZATION AGREEMENT

LENDER:

GLASER FINANCIAL GROUP, INC.,  
a Minnesota corporation

By: 

Rhonda D. Peare

Its: Senior Vice President

Property of Cook County Clerk's Office



GUARANTOR CROSS-COLLATERALIZATION AGREEMENT

GUARANTOR:

BROOKDALE LIVING COMMUNITIES OF ILLINOIS-2960, LLC, a Delaware limited liability company

By: R. Stanley Young  
Name: R. Stanley Young  
Its: Vice President and Treasurer

Property of Cook County Clerk's Office





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## GUARANTOR CROSS-COLLATERALIZATION AGREEMENT

GUARANTOR:

BROOKDALE LIVING COMMUNITIES OF NEW YORK-GB, LLC, a Delaware limited liability company

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

Name:

*R. Stanley Young*

R. Stanley Young

Its:

Vice President and Treasurer

Property of Cook County Clerk's Office

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## GUARANTOR CROSS-COLLATERALIZATION AGREEMENT

STATE OF Illinois)

(ILLINOIS)

COUNTY OF Cook)

)SS

October

On this \_\_\_\_\_ day of ~~September~~, 2000, before me, the undersigned, a Notary Public in and for said state, personally appeared R. Stanley Young, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument as the Vice President and Treasurer of BROOKDALE LIVING COMMUNITIES OF NEW YORK-GB, LLC, a Delaware limited liability company, the company that executed the within instrument, and acknowledged to me that such company executed the same.

WITNESS my hand and official seal.

Signature: Catherine S. De Nardo  
Name: Catherine S. De Nardo  
My Commission Expires: June 1, 2003




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## GUARANTOR CROSS-COLLATERALIZATION AGREEMENT

GUARANTOR:

BROOKDALE LIVING COMMUNITIES OF  
ARIZONA-EM, LLC, a Delaware limited liability  
company

By:   
Name: R. Stanley Young  
Its: Vice President and Treasurer

Property of Cook County Clerk's Office



GUARANTOR CROSS-COLLATERALIZATION AGREEMENT

GUARANTOR:

BROOKDALE LIVING COMMUNITIES OF  
WASHINGTON-PP, LLC, a Delaware limited  
liability company

By: R. Stanley Young  
Name: R. Stanley Young  
Its: Vice President and Treasurer

Property of Cook County Clerk's Office



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## EXHIBIT "A"

### Legal Description

#### PARCEL 1:

THE NORTH 50 FEET OF THE SOUTH 105 FEET OF THE EAST 180 FEET OF THAT PART OF THE LOT 8 LYING WEST OF THE WEST BOUNDARY LINE OF LINCOLN PARK, AS ESTABLISHED BY DECREE OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS ENTERED OCTOBER 31, 1904, IN CASE GENERAL NUMBER 256886, ALL IN THE COUNTY CLERK'S DIVISION OF LOTS 2, 3 AND 4 AND THE SOUTH 33 FEET OF LOT 1 IN THE ASSESSOR'S DIVISION OF LOTS 1 ONE 2 IN THE CITY OF CHICAGO SUBDIVISION OF THE EAST FRACTIONAL HALF OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, MEANING AND INTENDING TO DESCRIBE A TRACT OF LAND BOUNDED AS FOLLOWS:

BEGINNING ON THE WEST BOUNDARY LINE OF LINCOLN PARK ESTABLISHED AS AFORESAID, AT A POINT 55 FEET NORTH OF THE NORTH LINE OF OAKDALE AVENUE; THENCE NORTH 50 FEET; THENCE WEST 180 FEET; THENCE SOUTH 50 FEET; THENCE EAST 180 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THAT PART OF LOT 2 IN ASSESSOR'S DIVISION OF LOTS 1 AND 2 IN THE CITY OF CHICAGO SUBDIVISION OF THE EAST FRACTIONAL HALF OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST BOUNDARY LINE OF LINCOLN PARK, AS ESTABLISHED BY DECREE OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS ENTERED OCTOBER 31, 1904 IN CASE 256886, SAID POINT OF BEGINNING BEING 80 FEET DUE SOUTH FROM THE SOUTH LINE OF WELLINGTON STREET EXTENDED EAST; THENCE RUNNING WEST 200 FEET ALONG A LINE AT ALL POINTS 80 FEET DUE SOUTH FROM THE SOUTH LINE OF WELLINGTON STREET EXTENDED EAST; RUNNING THENCE SOUTHERLY ON A LINE AT ALL POINTS 200 FEET WEST OF SAID WEST BOUNDARY LINE OF LINCOLN PARK TO A POINT ON THE NORTH LINE OF THE ALLEY AS DEDICATED BY INSTRUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON MARCH 16, 1915 AS DOCUMENT 5594071; RUNNING THENCE EAST ON THE NORTH LINE OF SAID ALLEY TO A POINT 180 FEET WEST OF SAID WEST BOUNDARY LINE OF LINCOLN PARK; RUNNING THENCE SOUTHERLY ON THE EAST LINE OF SAID ALLEY TO A



POINT 105 FEET NORTH OF THE NORTH LINE OF OAKDALE AVENUE, SAID POINT BEING ON THE NORTH LINE OF THE PREMISES CONVEYED TO FRANK A. HECHT, CLARA K. HECHT AND FRANK A. HECHT, JR. BY DEED DATED NOVEMBER 16, 1917 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT 6231480; RUNNING THENCE EAST ON A LINE PARALLEL WITH THE NORTH LINE OF OAKDALE AVENUE AND BEING THE NORTH LINE OF THE PREMISES CONVEYED TO FRANK A. HECHT, CLARA K. HECHT AND FRANK A. HECHT, JR., 180 FEET TO SAID WEST BOUNDARY LINE OF LINCOLN PARK AND RUNNING THENCE NORTH ALONG SAID WEST BOUNDARY LINE OF LINCOLN PARK TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3.

THAT PART OF LOTS 2 AND 3 IN THE ASSESSOR'S DIVISION OF LOTS 1 AND 2 IN A SUBDIVISION BY THE CITY OF CHICAGO OF THE EAST FRACTIONAL HALF OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND OF THE ACCRETIONS EAST OF AND ADJOINING SAID PREMISES DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE WEST BOUNDARY LINE OF LINCOLN PARK, AS ESTABLISHED BY DECREE OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, ENTERED OCTOBER 31, 1904 IN CASE 256886, WHERE SAID BOUNDARY LINE IS INTERSECTED BY THE NORTH LINE OF OAKDALE AVENUE THENCE NORTH ALONG SAID BOUNDARY LINE 65 FEET; THENCE WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID OAKDALE AVENUE 180 FEET; THENCE SOUTH PARALLEL WITH THE BOUNDARY LINE OF LINCOLN PARK AS ESTABLISHED IN CASE 256886, 55 FEET TO THE NORTH LINE OF SAID OAKDALE AVENUE; THENCE EAST ALONG THE NORTH LINE OF SAID OAKDALE AVENUE 180 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

Common Address: 2960 N. Lakeshore Drive, Chicago, Illinois 60656

Tax Identification: 14-28-203-029-0000

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**LEASEHOLD CROSS-COLLATERALIZATION AGREEMENT (FREDDIE MAC)**

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## EXHIBIT "B"

ALL THAT PIECE OR PARCEL OF PROPERTY, situate in Town Lot 46, Township 13, Range 7, Town of Brighton, County of Monroe and New York State as shown on the map prepared by LaVern R. Celestino, PLS, dated November 20, 1996 and more particularly described as follows:

Commencing at the intersection of the existing westerly boundary of Clinton Avenue South with the existing southerly boundary of Clinton Avenue South, said point also being the northeast corner of lands now or formerly owned by Steven Klaysz and Kathleen Sinclair (Liber 8772 of Deeds, page 498), thence S 87 degrees 15'31" W along the last mentioned southerly boundary of Clinton Avenue South a distance of 10.70 feet to the point of beginning, said point also being the intersection of the existing westerly boundary of Clinton Avenue South with the common division line between lands now or formerly owned by the SPTBrook Properties Trust on the north and lands now or formerly owned by Steven Klaysz and Kathleen Sinclair on the south; thence

1. S 87 degrees 15'31" W, along the last mentioned common division line and also along the common division line between lands now or formerly owned by the Rochester Gas and Electric Corporation, Mary A. Mutrie and the Greater Rochester Housing on the south and lands now or formerly owned by the aforementioned The SPTBrook Properties Trust, on the north, a distance of 659.08 feet to point at its intersection with the common division line between land now or formerly owned by the Greater Rochester Housing on the west and lands now or formerly owned by The SPTBrook Properties Trust, on the east; thence
2. N 20 degrees 29'48" E, along the last mentioned common division line a distance of 647.89 feet to a point at its intersection with the common division line between lands now or formerly owned by Susanne Aurand and Donald H. and Stephe Ross on the north and lands now or formerly owned by The SPTBrook Properties Trust, on the south; thence
3. N 87 degrees 15'31" E, along the last mentioned common division line a distance of 270.59 feet to a point at its intersection with the common division line between lands now or formerly owned by the Alpha Lutheran Church of the Deaf on the east, and lands now or formerly owned by The SPTBrook Properties Trust, on the west; thence
4. S 06 degrees 29'54" W, along the last mentioned common division line a distance of 94.19 feet to a point at its intersection with the common division line between lands now or formerly owned by the Alpha Lutheran Church of the Deaf on the north and lands now or formerly owned by The SPTBrook Properties Trust, on the south; thence
5. S 83 degrees 30'06" E, along the last mentioned common division line a distance of 143.63 feet to a point at its intersection with the common division line between lands now or formerly owned by Marie G. Cragg on the east and lands now or formerly owned by The SPTBrook Properties Trust, on the west; thence

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6. S 14 degrees 05'34" W, along the last mentioned common division line a distance of 124.33 feet to a point at its intersection with the common division line between lands now or formerly owned by Marie G. Cragg on the north, and lands now or formerly owned by The SPTBrook Properties Trust, on the south; thence

7. S 75 degrees 54'26" E, along the last mentioned common division line a distance of 144.75 feet to a point at its intersection with the before mentioned existing westerly boundary of Clinton Avenue North; thence

8. S 14 degrees 05'34" W, along the said existing westerly boundary of Clinton Avenue South a distance of 332.76 feet to the point and place of beginning.

Together with an easement as more particularly described in a certain instrument from Rochester Gas and Electric Corporation to 2001 Associates Limited Partnership dated August 4, 1986 and recorded in Liber 7442 of Deeds, at page 207 on September 14, 1988.

Property of Cook County Clerk's Office

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## EXHIBIT "C"

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### Legal Description

Lot 9, of BROADVIEW CENTER, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded as Book 272 of Maps, Page 26.

Property of Cook County Clerk's Office

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EXHIBIT "D"

00870100

Legal Description

PARCEL "1":

PARCELS A AND B OF SPOKANE COUNTY SHORT PLAT NO. SP-1033-95, ACCORDING TO PLAT RECORDED NOVEMBER 9, 1995 IN VOLUME 12 OF SHORT PLATS AT PAGE 55 UNDER RECORDING NO. 9511090262, IN SPOKANE COUNTY, WASHINGTON.

PARCEL "2":

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS DELINEATED ON SPOKANE COUNTY SHORT PLAT NO. SP-1033-95, ACCORDING TO PLAT RECORDED NOVEMBER 9, 1995 IN VOLUME 12 OF SHORT PLATS AT PAGE 55 UNDER RECORDING NO. 9511090262, IN SPOKANE COUNTY, WASHINGTON.

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**LEASEHOLD CROSS-COLLATERALIZATION AGREEMENT (FREDDIE MAC)**  
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