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Eugene "Gene" Moore Fee: \$60.50
Cook County Recorder of Deeds
Date: 04/17/2003 03:37 PM Pg: 1 of 19

**THIS INSTRUMENT
PREPARED BY AND WHEN
RECORDED, RETURN TO:**

Brian S. Short, Esq.
Winstead Sechrest & Minick P.C.
5400 Renaissance Tower
1201 Elm Street
Dallas, Texas 75270
P.I.N. 12-02-100-026

CONSENT AND AGREEMENT

Effective as of April 11, 2003, the undersigned (the "Undersigned") acknowledges an assignment of certain documents pursuant to that certain Mortgage, Security Agreement and Fixture Financing Statement (the "Mortgage") to be executed and delivered by **BENDELOW PARK DEVELOPMENT GROUP L.L.C.**, an Illinois limited liability company, **VARDON JONES REALTY GROUP LLC**, an Illinois limited liability company, **MLL VENICE PROPERTIES LLC**, a Delaware limited liability company, and **WDL ROSEMONT PROPERTY LLC**, a Delaware limited liability company, jointly and severally as tenants in common (collectively, "Borrower"), to **COLUMN FINANCIAL, INC.**, a Delaware corporation ("Lender"), in connection with that certain loan (the "Loan") of FOUR MILLION SEVEN HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$4,760,000.00) being made by Lender to Borrower to finance certain real property and improvements located in Cook County, Illinois and more particularly described on Exhibit A attached hereto and incorporated herein by reference, said real property and improvements being hereinafter referred to as the "Premises." The Undersigned has agreed to perform or supply certain services in connection with the management of the Premises pursuant to that certain Management Agreement (the "Contract") attached hereto as Exhibit B and incorporated herein by reference for all purposes. The Undersigned does hereby (a) warrant and represent that the Contract contains all agreements between the Undersigned and Borrower relating to the Premises; and (b) acknowledge and consent to the assignment of the Contract as set forth in the Mortgage and to any further assignment thereof by Lender; and (c) warrant and represent that no default exists under the terms of the Contract between Borrower and the Undersigned; and (d) acknowledge that Borrower has satisfied all conditions precedent to commencement of performance by the Undersigned under the Contract. The Undersigned does hereby agree that: (i) in the event of any default by Borrower under the terms of the "Loan Documents" (as defined in the Mortgage), the Undersigned shall, upon receipt of written notice and demand of Lender, continue performance under the Contract on behalf of Lender, provided that the Undersigned is reimbursed for such performance rendered thereafter on behalf of Lender in accordance with the Contract; and (ii) in the event of any default by Borrower under the Contract, the Undersigned shall deliver to Lender, by certified United States mail, postage prepaid, return receipt requested, addressed to:

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11 Sent To
1ST AMERICAN TITLE Order # 11636

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Lender: Column Financial, Inc.
 11 Madison Avenue
 5th Floor
 New York, New York 10010-3629
 Attention: Edmund Taylor
 Telecopier: (212) 325-8106
 Re: RAM Center,
 Rosemont, Illinois

with copies to: Credit Suisse First Boston Mortgage Capital LLC
 Legal & Compliance Department
 One Madison Avenue
 New York, New York 10010
 Attention: Pamela L. McCormack, Esq.
 Telecopier: (917) 326-7805
 Re: RAM Center,
 Rosemont, Illinois

and: KeyCorp Real Estate Capital Markets, Inc.
 911 Main Street
 Suite 1500
 Kansas City, Missouri 64105
 Attention: Diane Haislip
 Telecopier: (216) 357-6543
 or any successor servicer of the Loan.
 Re: RAM Center,
 Rosemont, Illinois

written notice of such default and the action required to cure the same, and Lender shall have a reasonable time (but in no event less than thirty days after receipt of such notice) within which Lender shall have the right, but not the obligation, to cure such default, and the delivery of such notice of default and the failure of Lender to cure the same within such time allowed shall be conditions precedent to the exercise of any right or remedy of the Undersigned arising by reason of such default; and (iii) the Undersigned shall not enter into any modification of, or addition to, the Contract without the prior written consent of Lender; and (iv) in the event that Lender shall acquire title to the Premises by foreclosure or otherwise, the Contract shall be terminable at the option of Lender; and (v) the rights of the Undersigned under the Contract shall be and remain subordinate in all respects to the Loan Documents.

The Undersigned further acknowledges and agrees that (1) the Undersigned has reviewed Section 1.29 of the Mortgage, and (2) to the extent any of the circumstances described in such provision of the Mortgage occur which would enable Lender to require Borrower to terminate the Contract in accordance with such terms of the Mortgage, the Undersigned shall, upon receipt of notice that such termination has been so required by Lender, recognize that the Contract shall be deemed terminated in accordance with such terms of the Mortgage irrespective of any provisions to the contrary in the Contract; provided, however, Borrower shall be and remain responsible to the Undersigned for any property management or other fees owing to the

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Undersigned in accordance with the terms of the Contract and accruing prior to the date of such termination. By virtue of the execution of this Consent and Agreement, the Contract shall be deemed amended, to the extent necessary, to allow the effectiveness of the Undersigned's agreement in the immediately preceding sentence.

The Undersigned represents that it is looking to Borrower, and not to Lender, for payment under the Contract, except as provided in clause (i) of the first paragraph of this Consent and Agreement and the Undersigned waives any equitable lien which the Undersigned may now or hereafter have upon the proceeds of the Loan.

This Consent and Agreement is given by the Undersigned for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Undersigned, and is intended to induce Lender to make the Loan to Borrower.

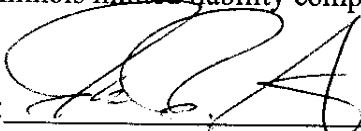
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IN WITNESS WHEREOF, the Undersigned has executed this instrument to be effective as of the date first set forth above.

BENDELOW PARK DEVELOPMENT GROUP L.L.C.,

an Illinois limited liability company

By: 

Name: Randall R. Schwartz

Title: Member

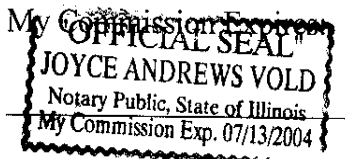
STATE OF ILLINOIS

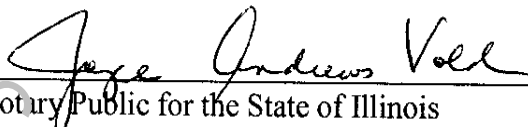
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COUNTY OF COOK

This instrument was ACKNOWLEDGED before me on April 7, 2003 by RANDALL R. SCHWARTZ, as Member of BENDELOW PARK DEVELOPMENT GROUP L.L.C., an Illinois limited liability company, on behalf of said limited liability company.

[S E A L]




Notary Public for the State of Illinois

Joyce Andrews Vold
Printed Name of Notary Public

EXHIBIT LIST

- Exhibit A - Legal Description
- Exhibit B - Management Agreement

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EXHIBIT A

Legal Description

Address: 9500 – 9520 Higgins Road, Rosemont, Illinois

P.I.N. No. 12-03-100-026-000

Parcel 1:

Lot 2 in the Resubdivision of Lots 1 and 2 in the final plat of Resubdivision of Pointe O'Hare in the Northwest ¼ of Section 3, Township 40 North, Range 12 East of the Third Principal Meridian, according to the plat recorded June 25, 2001 as Document 0010554621, in Cook County, Illinois.

Parcel 2:

Non-exclusive easement to use the garage for vehicular parking for the benefit of Parcel 1 as set forth and defined in Grant of Easements and Parking Agreement for Pointe O'Hare made by Orix O'Hare II, Inc. and Rosemont Land Company, L.L.C. dated March 7, 2002 and recorded March 18, 2002 as Document 0020367901, as modified by First Amendment recorded April 3, 2003, as Documents 0030448414 and 0030448415.

Parcel 3:

Easements for the benefit of Parcel 1 created by Master Declaration of Covenants, Conditions, Restrictions and Easements for Pointe O'Hare (Phase II) recorded February 20, 2002 as Document 0020200833 for (1) storm water detention, (2) office parcel road and (3) common entrance area, as provided in Sections 15.01, 15.03 and 15.04 contained therein.

Parcel 4:

Easement for the benefit of Parcel 1 created by Non-Exclusive Access Easement and Sanitary Sewer Easement Agreement recorded June 28, 1999 as Document 99621397 and re-recorded August 25, 1999 as Document 99813670 for ingress and egress and for access to Higgins Road.

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3011-1036 04/14/2003

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REAL ESTATE PROPERTY MANAGEMENT AGREEMENT

This Real Estate Property Management Agreement (the "Agreement"), is entered into by, between and among Bendelow Park Development Group LLC, an Illinois limited liability company, Vardon Jones Realty Group LLC, an Illinois limited liability company, MLL Venice Properties LLC, a Delaware limited liability company, and WDL Rosemont Property LLC, a Delaware limited liability company (collectively "Co-Owners"), and Bendelow Park Development Group LLC (the "Property Manager"), effective as of April 11, 2003 (the "Effective Date").

ARTICLE 1

ENGAGEMENT OF PROPERTY MANAGER

Section 1.1 General Engagement. Co-Owners engage Property Manager as an independent contractor to provide the services set forth in this Agreement relating to the administration, supervision and management of the property commonly known as 9500-9520 Higgins Road, Rosemont, Illinois, and legally described on Exhibit A which is attached hereto and made a part hereof ("Property"). The Property Manager shall in good faith provide the services set forth in this Agreement in accordance with normal and prudent practices in the real estate industry and shall have the authority to take all actions necessary or appropriate to fulfill its obligations.

ARTICLE 2

PROPERTY MANAGER DUTIES

Section 2.1 Duties. Property Manager shall provide all services ordinarily and customarily provided by property managers to preserve, protect, and maintain the Property.

Section 2.2 Property Review Duties. The Property Manager's duties with regard to the Property shall include the following duties for the review of matters and recommendations for action:

- (1) **Casualty Insurance Review.** Assisting Co-Owners in reviewing the insurable risks of the Property, determining levels of insurance coverage, and procuring insurance coverage in accordance with Co-Owners' instructions.
- (2) **Tax Review.** Reviewing the real estate taxes for the Property and implementing appropriate plans to reduce the real estate taxes, where appropriate.
- (3) **Repair, Maintenance, and Alteration Review.** Inspecting the Property and implementing any alterations, construction, remediation, renovation, or repairs that are necessary or desirable to preserve, maintain, or enhance the value of the Property.
- (4) **Regulatory Compliance Review.** Assisting Co-Owners in (a) reviewing the Property to assure compliance with applicable governmental regulations (including environmental regulations and the Americans With Disabilities Act); (b) subject to Co-Owners' budgetary

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constraints, implementing a program to bring the Property into compliance with applicable regulations; and (c) implementing a program to monitor continuing compliance with governmental regulations.

Section 2.3 Property Management Duties. The Property Manager's duties with regard to managing the Property shall include:

(1) Engagement of Managers. Engaging, as Co-Owners' agent, managers to manage the day-to-day operation of the Property. Property Manager shall, on Co-Owners' behalf, execute contracts with each manager; monitor each manager's performance under the contracts; review all reports concerning the operation of the Property; consolidate and forward the same to Co-Owners; and enforce all management contracts. Property Manager may delegate performance of its duties under this Agreement when Property Manager deems this to be appropriate.

(2) Monitoring of Revenues and Expenses. Monitoring the actual monthly income and expenses of the Property, collecting revenues and paying operating expenses, comparing actual results to the relevant operating budgets, and reporting to Co-Owners.

Section 2.4 Leasing. The Property Manager's duties with regard to leasing the Property shall include:

(1) Establishment of Leasing Guidelines and Forms. Establishing leasing guidelines for the Property, setting forth relevant terms concerning the leasing of space therein, and establishing approved leasing forms.

(2) Retention of Leasing Agents. Retaining such leasing agents and other parties as may be necessary or prudent to lease the Property and monitoring the performance of each leasing agent in connection therewith.

(3) Approval and Execution of Leases. As Co-Owners' agent, approving and executing all leases entered into in accordance with the approved leasing guidelines or as otherwise approved by Co-Owners.

Section 2.5 Legal Services. Property Manager is authorized to engage attorneys and other advisors as necessary to provide legal services in the day-to-day operation of the Property, including enforcement of leases and contracts; review of contracts, leases, and other documents; and defending legal actions.

Section 2.6 Construction Management Services. Property Manager shall supervise the performance of all renovation, improvement, repair, and other construction work with regard to the Property and shall, as Co-Owners' agent, engage such architects, engineers, contractors, managers, and other parties as may be necessary to accomplish the same.

Section 2.7 Financing Services. From time to time, Property Manager shall act as Co-Owners' agent in financing or refinancing indebtedness for the Property. Property Manager shall make recommendations to Co-Owners concerning the terms and conditions of any

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financing or refinancing and the lender(s) to provide the same, shall negotiate the terms of the financing or refinancing, and shall assist in consummating the transactions, but Co-Owners shall have the sole authority to execute the requisite agreements therefor.

Section 2.8 Retention of Third Parties. Property Manager is authorized and empowered, as Co-Owners' agent, to engage and enter into contracts with third parties to provide the services referred to in this Article 2, and may delegate performance of its duties to third parties. These contracts shall be on such terms as Property Manager approves. Without limiting the generality of the foregoing, the services of third parties which may be engaged include property management and leasing services, real estate tax services, brokerage services, surveyors, title services, data processing services, construction management services, marketing and market study services, engineering services, environmental consulting services, and architectural services. Property Manager shall not engage or enter into a contract with an Affiliate (defined below) unless (1) the engagement or contract is approved by Co-Owners; or (2) the compensation payable to the Affiliate for such services does not exceed that which would be payable to a comparably qualified third party service provider that is not affiliated with Property Manager. For the purposes of this Agreement, an "Affiliate" of any person shall mean any other person that is directly or indirectly controlling, controlled by, or under common control with that person, where the term "control" means the possession, directly or indirectly, of the actual power to direct the affairs of the controlled person.

Section 2.9 Books, Records, and Reports.

(1) **Books and Records.** Property Manager shall maintain at its principal place of business, or at such other location as it may reasonably designate, a complete and accurate set of files, books, and records of all business activities and operations conducted by Property Manager with respect to the Property. All financial records shall be kept in accordance with sound accounting principles and practices, with such modifications as Co-Owners may request or approve. During the Term (defined below) and during the one (1) year period following the expiration or termination of this Agreement, Co-Owners and its duly authorized agents may, at reasonable times, examine, inspect, audit, and copy Property Manager's books, records, files, and reports pertaining to the Property.

(2) **Quarterly Reports.** Property Manager shall deliver to Co-Owners, within 45 days after the end of each calendar quarter, reports detailing the operations of the Property.

(3) **Annual Reports.** Property Manager shall, within ninety (90) days after the end of each calendar year, deliver to Co-Owners the following reports and statements, prepared in accordance with sound accounting principles and practices (as modified at Co-Owners' request and with Co-Owners' approval):

(a) a balance sheet and statements of income and expense as of the end of such year, and

(b) a cash flow statement for such year.

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4) Special Reports. Property Manager shall also, at Co-Owners' expense, provide any other reports, summaries, statements or schedules reasonably requested by Co-Owners.

Section 2.10 Limitations on Property Manager's Authority. Property Manager shall not have authority to: (1) enter into any contract or agreement on Co-Owners' behalf which is not contemplated by the terms and provisions of this Agreement; (2) sell or otherwise dispose of all or any part of the Property unless the same has been approved by Co-Owners; or (3) consummate any financing transaction with respect to the Property, unless the same has been approved by Co-Owners.

Section 2.11 Payment of Costs and Expenses. Property Manager is authorized to pay out of the Property revenues all of the costs and expenses incurred by Property Manager in performing its duties under this Agreement. Property Manager shall maintain detailed records of all such payments with appropriate cash and disbursement controls in compliance with Co-Owners' requirements.

Section 2.12 Insufficiency of Property Revenues. If the Property revenues are insufficient to enable Property Manager to perform its duties, Property Manager shall notify Co-Owners, specifying the amounts necessary to enable Property Manager to perform its duties. Co-Owners shall fund such amounts within ten (10) days of the receipt of Property Manager's notice, failing which, Property Manager shall be released from all responsibilities for which it has not been provided sufficient funds. Property Manager shall not be obligated to pay any expense of Co-Owners with Property Manager's funds to discharge its duties and responsibilities under this Agreement.

ARTICLE 3

CO-OWNERS' DUTIES

Section 3.1 Information and Cooperation. Co-Owners shall (1) provide Property Manager one copy of all files in its possession pertaining to the Property, (2) furnish Property Manager with all information in Co-Owners' possession reasonably necessary to enable Property Manager to perform its duties, and (3) otherwise cooperate with, and assist Property Manager in, performance of Property Manager's duties.

Section 3.2 Approval Policy. Co-Owners have delivered to Property Manager a list of those parties empowered to approve matters requiring Co-Owners' approval under this Agreement. Co-Owners may revise such list from time to time by delivering written notice to Property Manager. Co-Owners shall cooperate with Property Manager in granting or withholding approvals required under this Agreement in a timely manner. If Property Manager seeks approval of any matter of Co-Owners under this Agreement and Co-Owners do not respond to such request for approval within five (5) business days following such request, then Co-Owners shall be deemed to have approved the matter in question. When seeking Co-Owners' approval of matters under this Agreement, Property Manager shall endeavor to provide such supporting information as may be reasonably necessary to enable Co-Owners to evaluate the matter in question.

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Section 3.3 Funding. Co-Owners shall provide all funds required to enable Property Manager to perform its duties under this Agreement and for Property Manager's compensation.

ARTICLE 4

COMPENSATION

Section 4.1 Property Management Fee. Fee Determination. For performing its Property review and management duties, Co-Owners shall pay to Property Manager an annual fee (the "Property Management Fee") equal to four per cent (4%) of the gross income of the Property. The Property Management Fee shall be payable in advance on or before the fifth (5th) day of each calendar quarter in respect of the services to be provided during the quarter. If during any calendar quarter the Property is disposed of, the Property Management Fee for that calendar quarter shall be appropriately adjusted on the last day thereof, based upon the weighted average of the actual gross income of the Property during the calendar quarter.

Section 4.2 Reimbursable Expenses. Co-Owners shall reimburse Property Manager for all expenses incurred by Property Manager in performing its duties under this Agreement, including costs and expenses for legal, accounting; and administrative services; expenses of third parties engaged under this Agreement; travel and other out-of-pocket expenses; and expenses relating to any separate office facilities maintained solely for the operation of the Property. Property Manager shall not be reimbursed for wages and salaries of its officers and employees acting as such; rent, unless for a specific office retained for managing the Property and other similar overhead expenses.

Section 4.3 Additional Services. If Co-Owners request Property Manager to perform services other than those required by this Agreement, those additional services, if performed, shall be compensated separately on terms agreed upon by Property Manager and Co-Owners before the performance of such services, which terms shall not be (1) less favorable to Property Manager than the terms under which qualified unaffiliated persons are then performing such services for comparable organizations, or (2) less favorable to Co-Owners than the terms under which Co-Owners could obtain such services from qualified unaffiliated third persons.

Section 4.4 Emergency Expenditures. In case of an emergency, Property Manager may make expenditures without Co-Owners' prior written approval if, in the reasonable judgment of Property Manager, those expenditures are necessary to prevent damage to the Property or to preserve the health or safety of any person. Property Manager shall inform Co-Owners of any such expenditures as soon as reasonably practicable but in no event later than the end of the next business day succeeding the date upon which such expenditures are made.

ARTICLE 5

LIABILITY INSURANCE AND RISK ALLOCATION

Section 5.1 Liability Insurance. Property Manager shall, at Co-Owners' expense, maintain comprehensive general liability, automobile liability, workers' compensation, and other insurance to protect the interests of Property Manager and Co-Owners as their interests may

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appear in the performance of this Agreement in accordance with the coverages, amounts, and deductibles reasonably requested by Co-Owners.

Section 5.2 Evidence of Insurance. Upon request, Property Manager shall provide to Co-Owners certificates of insurance or other proof evidencing the insurance coverage required under this Article 5.

Section 5.3 Mutual Waiver of Subrogation. Each party waives on behalf of the insurers of that party's property any and all claims or rights of subrogation of any such insurer against the other party to this Agreement for loss or damage to any property so insured.

Section 5.4 Indemnification.

(1) **Parties' Indemnities.** Subject to Section 5.3, Property Manager shall indemnify and defend Co-Owners, and Co-Owners' members, managers, directors, officers, and employees from and against any and all loss, cost, damage, liability and expense, including reasonable counsel fees, incurred by Co-Owners, resulting from Property Manager's gross negligence, willful misconduct, fraud, or breach of this Agreement. Except for the matters against which Property Manager has afforded Co-Owners indemnity in accordance with the preceding sentence and subject to Section 5.3, Co-Owners shall indemnify and defend Property Manager, and Property Manager's members, managers, directors, officers, and employees from and against any and all loss, cost, damage, liability and expense, including reasonable counsel fees, incurred by Property Manager and resulting from Property Manager's performance of its duties and obligations in accordance with this Agreement, including those which arise from Property Manager's negligence. The provisions of this Section 5.4(1) are not in lieu of, but are in addition to, any other rights and obligations of an indemnified party.

(2) **Notice.** Upon receipt by any party entitled to indemnification under Section 5.4(1) (an "Indemnified Party") of a complaint, claim, or other notice of any loss, damage or liability giving rise to a claim for indemnification under Section 5.4(1), that Indemnified Party shall promptly notify the party from whom indemnification is sought (the "Indemnifying Party"), but failure to provide such Notice shall not relieve the Indemnifying Party from its duty to indemnify unless the Indemnifying Party is materially prejudiced by such failure and had no actual knowledge of such complaint, claim, or other notice.

(3) **Indemnification Rights.** For any claim made or threatened against any party for which that party is or may be entitled to indemnification under this Agreement, the Indemnifying Party shall have the right, upon reasonable prior notice, in its sole discretion and at its sole expense, but subject to the right of any insurance company having an interest in the outcome of that claim to exercise any rights it may have under any applicable insurance coverage, to (a) participate in the investigation, defense, and settlement of those claims and (b) control the defense of that claim, including the right to designate counsel and to control all negotiations, litigation, arbitration, settlements, compromises, and appeals of any such claim, provided that the Indemnifying Party shall have advised the Indemnified Party that such party is entitled to be fully indemnified with respect to such claim. The Indemnified Party and the Indemnifying Party shall cooperate and act in good faith in the conduct of the defense of any claims to be indemnified under this Agreement.

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(4) Survival. The terms and provisions of this Section 5.4 shall survive the expiration or termination of this Agreement.

ARTICLE 6

TERM

Section 6.1 Term. This Agreement shall commence on the Effective Date and continue until the one (1) year anniversary of that date, and shall thereafter continue in effect on a year-to-year basis unless terminated by either party giving written notice to the other not later than 60 days before the then effective termination date (the "Term"). The Term is subject to earlier termination as provided below and shall also end as to the Property upon the disposition thereof by Co-Owners to a third party that is not an Affiliate.

Section 6.2 Termination. In addition to any other rights or remedies available at law or in equity, if either party fails to perform any of its duties or obligations under this Agreement, which failure continues for a period of thirty (30) days after notice of the failure is given by the other party, the non-defaulting party may terminate this Agreement by giving written notice of the termination to the defaulting party.

Section 6.3 Duties on Termination or Expiration.

(1) Property Manager's Duties. Upon termination or expiration of this Agreement, as to the Property, Property Manager shall within fifteen (15) days thereafter deliver to Co-Owners or to any one of them complete copies of all books and records of the Property and all funds in possession of Property Manager belonging to Co-Owners or received by the Property Manager with regard to the Property. Property Manager shall also be available for a period of not less than thirty (30) days following termination or expiration to consult with Co-Owners concerning operation of the Property in question; Property Manager shall not receive a fee for such consultation, but shall be reimbursed for all costs incurred in connection therewith.

(2) Co-Owners' Duties. Co-Owners shall, within five (5) days following the end of the Term compensate Property Manager for all fees and reimbursements due under this Agreement through the date of termination or expiration.

ARTICLE 7

MISCELLANEOUS

Section 7.1 Assignment; Change of Ownership Interest. Property Manager may not, without the prior written consent of Co-Owners, assign this Agreement, and any transfer, assignment, or other conveyance or exchange of any ownership interest in Property Manager, other than to an Affiliate (which is hereby permitted), shall be considered an assignment under this Agreement. Property Manager may, however, from time to time delegate its duties to Affiliates. Subject to the foregoing, this Agreement shall be binding upon, and inure to the benefit of, Property Manager and Co-Owners and their respective successors and assigns, and

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all references in this Agreement to "Property Manager" and "Co-Owners" shall include the respective successors and assigns of such parties permitted under this Agreement.

Section 7.2 Notices. Any notice provided for permitted to be given under this Agreement shall be in writing and may be given by (1) depositing in the U.S. Mail, postage prepaid and certified with return receipt requested; (2) delivery service; or (3) facsimile transmission. Notice shall be effective when received at the address of the intended addressee. The addresses of the parties, until changed by notice given as provided herein, shall be as follows:

Co-Owners: Bendelow Park Development Group LLC
14524 Woodland Avenue
Orland Park, Illinois 60462
Attn: Randall R. Schwartz

Varden Jones Realty Group LLC
14524 Woodland Avenue
Orland Park, Illinois 60462
Attn: Randall R. Schwartz

MLL Venice Properties LLC
221 Vestavia Drive
Venice, Florida 34292
Attn: Mary Lou Ludwig

WDL Rosemont Property LLC
5500 South 96th Place
Lincoln, Nebraska 68526
Attn: William D. Ludwig

Property Manager: Bendelow Park Development Group LLC
14524 Woodland Avenue
Orland Park, Illinois 60462
Attn: Randall R. Schwartz

Section 7.3 Number: Gender; Captions; and References. Pronouns, wherever used, and whatever gender, shall include natural persons, limited liability companies, corporations, and entities of every kind and character and the singular shall include the plural wherever and as often as may be appropriate. Section headings are for convenience of reference and shall not affect the construction or interpretation of this Agreement.

Section 7.4 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of that term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be

affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 7.5 No Waiver of Default. The failure by Co-Owners or Property Manager to insist upon the strict performance of any one of the terms or conditions of this Agreement or to exercise any right, remedy, or election contained in this Agreement or permitted by law shall not constitute or be construed as waiver or relinquishment for the future of that term, condition, right, remedy or election, which shall continue and remain in full force and effect. All rights and remedies that Co-Owners or Property Manager may have at law, in equity or otherwise for any breach of any term or condition of this Agreement shall be distinct, separate, and cumulative rights and remedies and no one of them shall be deemed to be in exclusion of any other right or remedy of Co-Owners or Property Manager.

Section 7.6 Entire Agreement and Modification. This Agreement constitutes the entire agreement between the parties for the matters contained in this Agreement and any agreement hereafter made shall be ineffective unless made in writing and signed by the parties to this Agreement. No provision of this Agreement shall be modified, waived, or terminated except by an instrument in writing signed by the party against whom such modification, waiver or termination is to be enforced.

Section 7.7 Competition. Nothing in this Agreement will prevent the Property Manager or Co-Owners from, directly or indirectly, engaging in the ownership, financing, leasing, operation, management, brokerage, development, or sale of real property, including projects similar to the Property and whether or not competitive with the Property.

Section 7.8 Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of Illinois.

Section 7.9 Attorneys' Fees. Should either party employ attorneys to enforce the provisions of this Agreement or to recover damages for the breach of this Agreement, the non-prevailing party in any such action agrees to pay the prevailing party all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred by the prevailing party in that action.

Section 7.10 Relationship of the Parties. The relationship of Co-Owners and Property Manager shall be that of principal and agent, and nothing contained in this Agreement, nor any acts of the parties shall create the relationship of a partnership or a joint venture, or cause the Property Manager to be responsible in any way for the debts or obligations of Co-Owners or any other party except insofar as the Property Manager may otherwise be so responsible as a Co-Owner.

Section 7.11 Counterparts. This Agreement may be executed in a number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

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Executed as of the day and year first above written.

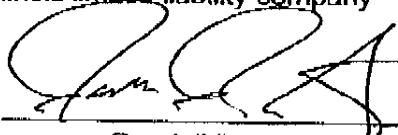
Co-Owners

Property Manager

Bendelow Park Development Group LLC,
an Illinois limited liability company

Bendelow Park Development Group LLC,
an Illinois limited liability company

By: 
Randall R. Schwartz
Member

By: 
Randall R. Schwartz
Member

Vardon Jones Realty Group LLC,
an Illinois limited liability company

By: 
Randall R. Schwartz
Manager

MLL Venice Properties LLC,
a Delaware limited liability company

By: _____
Mary Lou Ludwig
Member

WDL Rosemont Property LLC,
a Delaware limited liability company

By: _____
William D. Ludwig
Member

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Executed as of the day and year first above written.

Co-Owners

Property Manager

Bendelow Park Development Group LLC,
an Illinois limited liability company

Bendelow Park Development Group LLC,
an Illinois limited liability company

By: _____
Randall R. Schwartz
Member

By: _____
Randall R. Schwartz
Member

Vardon Jones Realty Group LLC,
an Illinois limited liability company

By: _____
Randall R. Schwartz
Manager

MLL Venice Properties LLC,
a Delaware limited liability company

By: Mary Lou Ludwig
Mary Lou Ludwig
Member

WDL Rosemont Property LLC,
a Delaware limited liability company

By: _____
William D. Ludwig
Member

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Executed as of the day and year first above written.

Co-Owners

Property Manager

Bendelow Park Development Group LLC,
an Illinois limited liability company

Bendelow Park Development Group LLC,
an Illinois limited liability company

By: _____
Randall R. Schwartz
Member

By: _____
Randall R. Schwartz
Member

Vardon Jones Realty Group LLC,
an Illinois limited liability company

By: _____
Randall R. Schwartz
Manager

MLL Venice Properties LLC,
a Delaware limited liability company

By: _____
Mary Lou Ludwig
Member

WDL Rosemont Property LLC,
a Delaware limited liability company

By: William D. Ludwig
William D. Ludwig
Member

UNOFFICIAL COPY**EXHIBIT A****Legal Description****PARCEL 1:**

LOT 2 IN THE RESUBDIVISION OF LOTS 1 AND 2 IN THE FINAL PLAT OF RESUBDIVISION OF POINTE O'HARE IN THE NORTHWEST ¼ OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED JUNE 25, 2001 AS DOCUMENT 0010554621, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENT TO USE THE GARAGE FOR VEHICULAR PARKING FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN GRANT OF EASEMENTS AND PARKING AGREEMENT FOR POINTE O'HARE MADE BY ORIX O'HARE II, INC., AND ROSEMONT LAND COMPANY, L.L.C. DATED MARCH 7, 2002 AND RECORDED MARCH 18, 2002 AS DOCUMENT 0020305901.

Address: 9500-9530 Nigams Rd
Rosemont, IL