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Eugene "Gene" Moore Fee: \$64.00
Cook County Recorder of Deeds
Date: 10/10/2003 12:15 PM Pg: 1 of 21

ARTICLES OF AGREEMENT FOR DEED

between

TDC NILES L.L.C.,
an Illinois limited liability company

and

SEC POINTE PLAZA INSIDE, L.L.C.,
an Illinois limited liability company

for the property at

**5600-5768 WEST TOUHY AVENUE
(BUT EXCLUDING 5630 WEST TOUHY AVENUE)
NILES, ILLINOIS**

Dated September 22, 2003

8168454, GR, D2

21 Box

Box 333

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ARTICLES OF AGREEMENT FOR DEED

THESE ARTICLES FOR AGREEMENT OF DEED dated as of September 22, 2003 (this "Agreement") by and between TDC NILES L.L.C., an Illinois limited liability company ("Seller") and SEC POINTE PLAZA INSIDE, L.L.C., an Illinois limited liability company, an its successors and assigns ("Buyer") have reference to the following:

Seller is the owner of certain property commonly known as 5600-5768 West Touhy Avenue, Niles, Illinois (excluding 5630 West Touhy Avenue) and legally described on EXHIBIT A attached hereto (the "Property"). Buyer desires to purchase undivided percentage ownership interests in the Property, up to an aggregate 49% undivided interest in the Property. Buyer and Seller hereby desire to set forth the term and conditions under which the Interests will be purchased by and transferred to Buyer.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration in hand paid, receipt of which is duly acknowledged, the parties agree as follows:

1. **Interests Defined.** The term "**Interest**" shall mean any fractional interest as a tenant in common with Seller and all other Grantees (defined herein) in the Property which Buyer designates pursuant to the terms and provisions of this Agreement. The term "**Interests**" shall mean a collectively reference to each and every Interest purchased by Buyer hereunder. At no time shall the aggregation of all Interests exceed a 49% undivided ownership as a tenant in common with Seller and all other Grantees of the entire Property. An Interest may be for less than a 1% undivided interest in the Property. Buyer and Seller agree that the "**Purchase Price**" for any full 1% Interest shall be \$142,857.14 and the Purchase Price for any lesser fractional Interest shall be proportionately reduced. If all Interests are sold pursuant hereto the aggregation of all Purchase Prices shall be \$7,000,000.00.

2. **Agreement for Purchase and Sale.** Buyer agrees to purchase and Seller agrees to sell all or any portion of the Interests up to a maximum of a 49% undivided interest as a tenant in common with Seller and all other Grantees in the Property. Each one of the of the Interests purchased and sold hereunder shall be deemed to include and transfer to Buyer a corresponding undivided percentage interest as a tenant in common with Seller and all other Grantees in: (a) the Property; (b) all leases for the Property (the "**Leases**"), including all of the leases set forth on EXHIBIT B hereto (the "**Current Leases**") and all leases arising hereafter entered into by Seller; (c) all improvements and fixtures, if any, located thereon, including, but not limited to, all central heating, cooling, plumbing and electrical systems and equipment; and (d) all easements, rights, appurtenances and other interests related to or arising out of the Property.

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3. **Permitted Exceptions/Title.** Title to the Interests shall be conveyed by Seller to each Grantee subject only to the following matters (hereinafter the "**Permitted Exceptions**"): (a) the matters set forth on **EXHIBIT C** hereto; (b) acts done or suffered by Grantee; and (c) the rights and interests of other Grantees who have purchased Interests pursuant to this Agreement. In connection with any of the transactions contemplated hereby, Buyer may (at its expense) obtain one or more commitments for (or policies of) title insurance to insure Seller's compliance with its obligations hereunder. Seller agrees to cooperate with (and deliver all customary documents in connection with) Buyer's efforts to obtain such title insurance at no out-of-pocket cost to Seller.

4. **Designation Rights.** From the date of this Agreement through December 31, 2003 (the "**Designation Period**"), Buyer shall have the right to designate, from time to time, all or any portion of the Interests which Buyer desires to purchase hereunder. Buyer's designation shall be made in writing to Seller in the form attached hereto as **EXHIBIT D** (a "**Designation Notice**") and shall include: (a) the size and number of Interests to be purchased and the aggregate Purchase Price for the designated Interests, (b) the date (the "**Initial Closing Date**") on which the initial closing of the transfer of the Interests so designated shall occur (the "**Initial Closing**") which date shall be no sooner than 5 business days after delivery of the Designation Notice; (c) the exact name of the grantee of the designated Interests (the "**Grantee**"); and (d) a copy of the signed Assignment and Assumption Agreement in the form attached hereto as **EXHIBIT E** (the "**Grantee Joinder**"), if the named Grantee is other than Buyer.

5. **Initial Closing/Escrow.** On the Initial Closing Date of any acquisition of Interests (it being understood that there may be several separate acquisitions of Interests, one for each Designation Notice given with the Designation Period), the following transactions and deliveries shall occur:

(a) Seller and Grantee shall enter into an escrow agreement (the "**Escrow Agreement**") with Chicago Title Insurance Company (the "**Title Company**") pursuant to which Seller will deposit with the Title Company (in form and substance mutually acceptable to Grantee and Seller), the following:

- (i) a Special Warranty Deed conveying to Grantee fee simple title to the Interests set forth in the Designation Notice (the "**Deed**"); and
- (ii) all transfer tax declarations required by state and local law.

(b) Grantee shall deliver to Seller in immediately available funds an amount equal to: (i) the Purchase Price for the Interests set forth in the Designation Notice, less (ii) the sum of \$100.00 for each Interest purchased (the "**Unpaid Balance**").

(c) Seller and Grantee shall jointly deliver to each other the following documents, in form and substance mutually acceptable to Grantee and Seller:

- (i) an Assignment and Assumption of Leases conveying to Grantee a proportional interest in all of the Leases (the "**Lease Assignment**");

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- (ii) on the first Initial Closing Date, a Limited Co-Ownership Agreement between Seller and Buyer, and on each successive Initial Closing Date, a joinder thereto signed by Buyer or Grantee, relating to the ownership and management of the Property (the "**Co-Ownership Agreement**");
- (iii) on the first Initial Closing Date, a Master Lease between Seller and Buyer, and on each successive Initial Closing Date, a joinder thereto signed by Buyer or Grantee, relating to the leasing of the Property (the "**Master Lease**");
- (iv) a certification of non-foreign status from Seller to Grantee as required under FIRPTA;
- (v) a certification that all representations and warranties of the Seller set forth herein are true and accurate in all respects as of the Initial Closing Date ("**Bring-Down Certificate**");
- (vi) a closing statement setting forth the calculation of the Purchase Price;
- (vii) all such other documents as may be reasonably required by Seller, Buyer, Grantee or the Title Company in order to accomplish the transfer of the Interests to Grantee on the terms and provisions set forth herein.

6. **Final Closing.** When required pursuant to the terms of the Escrow Agreement, the Title Company shall record the Deed and shall deliver to Seller the Unpaid Balance in immediately available funds. The date on which the Deed is actually recorded shall be the "**Final Closing Date**". Buyer, Seller and Grantee hereby agree to execute and deliver to each other (and to the Title Company), such other agreements, documents and instruments (including ALTA Statements and GAP Indemnities) as may be required to deliver title to Grantee on the Final Closing Date in and to the Interests in the form required hereunder.

7. [Intentionally Deleted]

8. **Seller's Representations.** Seller hereby represents and warrants to Buyer and each Grantee as follows:

(a) Seller is duly organized and in good standing under the laws of the state in which it was organized and is duly qualified to do business in and is in good standing under the laws of the state in which the Property is located. Seller has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Seller pursuant hereto, and all required action and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto. This Agreement and all documents to be executed pursuant hereto by Seller are and shall be binding upon and enforceable against Seller in accordance with their respective terms, and the transaction contemplated hereby will not result in a breach of or

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constitute a default under any agreement to which Seller or the Property is subject or by which Seller or the Property is bound.

(b) To the best knowledge of Seller: (i) **EXHIBIT B** is a true, correct and complete list of all Current Leases in effect as of the date of this Agreement; (ii) except as set forth on **EXHIBIT B**, all Current Leases are in full force and effect; (iii) all of Seller's obligations under the Current Leases, including the obligation to finish or refinish space to the specifications provided in the Current Leases, have been satisfied; (iv) except as set forth on **EXHIBIT B** neither the Seller nor any tenant is in default under any Current Lease; (v) Seller has not accepted from any tenant rent for any period more than 30 days in advance of the date such rent is otherwise due; and (vi) all income and expense statements delivered by Seller to Buyer in connection with the Current Leases and the operation of the Property are true and correct in all material respects.

(c) Seller has not received any written notice of any material claims, causes of action or other litigation or proceedings pending or threatened with respect to Seller or the ownership or operation of the Property or any part thereof (including disputes with the Lender, governmental authorities, utilities, contractors or adjoining land owners) except possible claims for workers' compensation, personal injury or property damage which are fully insured and as to which the insurer has accepted defense without reservation.

(d) Seller has not received any written notice of any material violations of any applicable law, code, regulations, injunction or other restriction relating to or governing the Property which have not been entirely corrected.

(e) To the best of Seller's knowledge, there is no existing, pending, contemplated, threatened or anticipated (i) condemnation of any part of the Property, (ii) widening, change of grade or limitation on use of streets abutting the Property, (iii) special tax or assessment to be levied against the Property, (iv) change in the zoning classification of the Property, or (v) change in the tax assessment of the Property.

(f) The Property is currently encumbered by a mortgage (the "**Mortgage**") in favor of Guardian Life Insurance Company (the "**Lender**"). The Mortgage secures the repayment of a loan from Lender (the "**Loan**") in the original principal amount of \$24,000,000.00. The Loan is secured by, among other things, the Mortgage, an assignment of rents and security agreements against the Property (the documents evidencing and securing the Loan are referred to herein as the "**Loan Documents**"). The Loan bears interest at a current non-default rate of interest equal to 8.08% per annum and has an approximate outstanding principal balance of \$23,455,848.00 as of September 1, 2003. Seller has not defaulted on the terms of the Loan or Loan Documents. Seller has obtained all consents required to be obtained from Lender in connection with all of the transactions contemplated hereby and none of such transactions will result in a default under or acceleration of the Loan.

Each of the foregoing representations and warranties set forth above, as well as any other representations and warranties made by Seller in connection herewith, shall be deemed to survive

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the execution and delivery of this Agreement and the Deed and shall be deemed to have been made (and remade) on the date of this Agreement and on the Initial Closing Date.

9. **Performance of Other Agreements.** Seller and Buyer hereby each agrees with the other to timely perform all of its other obligations under the Escrow Agreement, the Co-Ownership Agreement and the Master Lease. Further, Seller hereby agrees to perform all of its obligations under the Loan Documents.

10. **Buyer's Interest.** Effective upon the Initial Closing Date for the transfer of each Interest, the Grantee shall be deemed to be the full beneficial and equitable owner of the Interest Purchased by such Grantee, notwithstanding that the Deed has not yet been recorded and is being held by the Title Company pursuant to the Escrow Agreement. The Grantee shall be entitled to all of the benefits and shall be subject to all of the burdens of beneficial and equitable ownership of the Interest from and after the Initial Closing Date. Subject to the terms of the Co-Ownership Agreement and the Master Lease, possession of the Property shall be granted to Buyer on the Initial Closing Date. Notwithstanding the retention of the Unpaid Balance, the Buyer's and each Grantee's rights hereunder shall not be subject to forfeiture under the laws of the State of Illinois. Seller hereby waives and releases all rights to declare a forfeiture of this Agreement and, in that regard, Seller acknowledges that its rights upon a default by Buyer or any Grantee shall be limited as set forth in Section 12, below.

11. **Environmental Status.** (a) Seller hereby represents and warrants to Buyer and each Grantee that, to Seller's actual knowledge (i) Seller has not received any written notice that the Property or Seller is in violation of any Environmental Law; and (ii) Seller has received a "No Further Remediation" letter from the Illinois Environmental Protection Agency with respect to the Property.

(b) As used herein, the following terms shall be defined as follows:

(i) **"Environmental Laws"** means all laws, rules, regulations, ordinances and legal requirements relating to (A) the protection of the environment, the safety and health of persons (including employees) or the public welfare from actual or potential exposure (or effects of exposure) to any actual or potential release, discharge, disposal or omission (whether past or present) of any Hazardous Materials or (B) the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of any Hazardous Materials, and all rules, regulations and guidance promulgated or published thereunder.

(ii) **Hazardous Materials** means any substance, material, waste, gas or particulate matter which is regulated by any Federal, state or local governmental authority including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste," (ii) petroleum or petroleum-based products, (iii) mold or asbestos, (iv) polychlorinated biphenyl, (v) radioactive

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material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act of 1977, 33 U.S.C. §1251 *et seq.*, (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1986, 42 U.S.C. §6901 *et seq.*, or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §9601 *et seq.*, (ix) any flammable, explosive or radioactive materials, (x) or any material containing asbestos, or any other substance or material as defined in or regulated by any Environmental Law.

12. Performance/Default

(a) It shall be an "**Event of Default**" hereunder if: (i) Buyer, Seller or any Grantee shall fail to observe or perform any covenant, condition or agreement hereunder or (ii) any representation or warranty of Buyer, Seller or any Grantee shall be false (or rendered false) in any material respect and, in each case, such shall not be cured within 20 days after written demand for cure is made upon the defaulting party.

(b) Upon the occurrence of an Event of Default hereunder, each party shall have all of its rights and remedies under applicable law (including the right of specific performance), all of which rights and remedies shall be cumulative and non-exclusive. All of the rights and remedies hereunder shall be in addition to the rights and remedies of the Master Lease and the Co-Ownership Agreement. Notwithstanding the foregoing, Seller acknowledges that it has waived its rights to declare a forfeiture of this Agreement as set forth herein.

(c) The non-prevailing party in any dispute regarding this Agreement shall be liable to the other party for the fees and costs incurred by the prevailing party in enforcing its rights and remedies hereunder (including reasonably attorneys fees and costs).

(d) No waiver of any breach or default of either party hereunder shall be implied from any omission by the other party to take any action on account of any similar or different breach or default.

13. **Notices.** All notices required to be given under this Agreement shall be construed to mean notice in writing signed by or on behalf of the party giving the same, and the same may be served upon the other party or his agent personally, by: (a) nationally recognized over-night mail courier; (b) hand delivery; (c) facsimile; or (d) certified or registered mail, return receipt requested, in each case addressed as follows:

if to Seller:

TDC Niles L.L.C.
513 Central Avenue
Suite 400
Highland Park, Illinois 60035
Attn: Richard Tucker or Cary Glenner
Fax No.: (847) 926-9996

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with a copy to:

Thomas Duffy
 Wildman Harrold Allen and Dixon
 225 West Wacker Drive
 Suite 3000
 Chicago, Illinois 60606
 Fax No.: 312-201-2555

if to Buyer:

SEC Pointe Plaza Inside, L.L.C.
 1345 North Wells Street
 Chicago, Illinois 60610
 Attn: Richard Kaplan or Jill Sickle
 Fax No.: (312) 640-9014

with a copy to:

Michael J. Tuchman
 Levenfeld Pearlstein
 2 North LaSalle Street
 Suite 1300
 Chicago, Illinois 60602
 Fax No.: (312) 346-8434

Notice shall be deemed delivered: (i) one business day after depositing with the courier, if delivered by nationally recognized over-night mail courier; (ii) on the date actually delivered if delivered by hand delivery; (iii) on the date transmitted, if delivered by facsimile prior to 5:00 P.M. (Chicago Time); or (d) five days after deposit in the United States Mail if delivered by certified or registered mail.

14. **Assignment.** Buyer shall have the right to sell, assign and transfer all or any portion of its rights to acquire the Interests hereunder to any person or entity which Buyer may determine in its sole and absolute discretion. In the event Buyer assigns any of its rights to acquire the Interests hereunder, then the following provisions shall apply: (a) each such assignee shall be deemed a Grantee hereunder; (b) each such assignee shall be required to execute and deliver a Grantee Joinder; and (c) Buyer shall not be released of its obligations hereunder on account of such assignment and transfer.

15. **Captions and Pronouns.** The captions and headings of the various sections or paragraphs of this Agreement are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

16. **Provisions Severable.** The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

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17. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Seller, Buyer and each Grantee. Seller and Buyer acknowledge that the provisions of this Agreement shall survive the initial closing and final closing indefinitely.

18. **Real Estate Broker.** Seller and Buyer represent and warrant that no real estate brokers were involved in this transaction. Each party hereby indemnifies, saves, protects and holds harmless the other party from any brokerage commissions or finder's fees claimed to be due to a third party claiming by, through or under the indemnifying party.

19. **Tax-Deferred Exchanges.** In connection with the sale and purchase of the Property hereby, Buyer, Grantee and Seller hereby agree to cooperate with each other in effectuating tax-deferred exchanges under Section 1031 of the Internal Revenue Code, if any party so desires. In that regard and notwithstanding any restrictions on the assignment of this Agreement, each party is hereby authorized to assign their respective rights under this Agreement to a qualified exchange intermediary designated by such party for the purpose of effectuating a tax-deferred exchange under Section 1031 of the Internal Revenue Code.

[remainder of page intentionally left blank]

[signatures follow on next two pages]

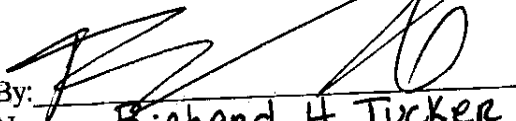
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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this as of the date first set forth above.

SELLER:

TDC NILES L.L.C., an Illinois limited liability company

By: Tucker Development Corporation, an Illinois corporation, Its Manager

By: 
 Name: Richard H Tucker
 Title: President

BUYER:

SEC POINTE PLAZA INSIDE, L.L.C., an Illinois limited liability company

By: _____
 Name: _____
 Title: _____

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this as of the date first set forth above.

SELLER:

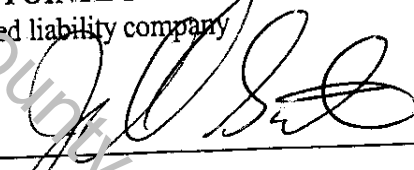
TDC NILES L.L.C., an Illinois limited liability company

By: Tucker Development Corporation, an Illinois corporation, Its Manager

By: _____
Name: _____
Title: _____

BUYER:

SEC POINTE PLAZA INSIDE, L.L.C., an Illinois limited liability company

By:  _____
Name: _____
Title: _____

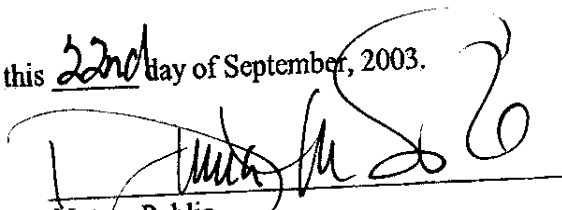
Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
)
) SS.
COUNTY OF Cook)

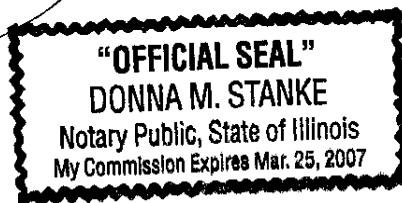
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY, that Richard H Tucker, the President
of Tucker Development Corporation, an Illinois corporation, the Manager of TDC NILES L.L.C.,
an Illinois limited liability company, who is personally known to me to be the same person whose
name is subscribed to the foregoing instrument as such President and, appeared
before me this day in person and acknowledged that he signed and delivered the said instrument
as his own free and voluntary act and as the free and voluntary act of said company, for the uses
and purposes therein set forth.

GIVEN under my hand and notarial seal, this 22nd day of September, 2003.



Notary Public

STATE OF ILLINOIS)
)
) SS.
COUNTY OF _____)



I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY, that _____, the _____
of SEC POINTE PLAZA INSIDE, L.L.C., an Illinois limited liability company, who is
personally known to me to be the same person whose name is subscribed to the foregoing
instrument as such _____ and, appeared before me this day in person and
acknowledged that he signed and delivered the said instrument as his own free and voluntary act
and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of September, 2003.

Notary Public

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STATE OF ILLINOIS)
)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that _____, the _____ of Tucker Development Corporation, an Illinois corporation, the Manager of **TDC NILES L.L.C.**, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____ and, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of September, 2003.

Notary Public

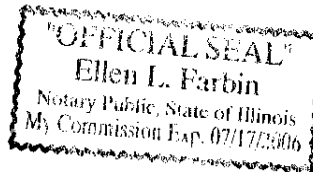
STATE OF ILLINOIS)
)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that _____, the _____ of **SEC POINTE PLAZA INSIDE, L.L.C.**, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____ and, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 22ND day of September, 2003.

Ellen L. Farbin

Notary Public



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EXHIBIT A

Legal Description of the Property

LOTS 2, 3, 4, 5, 6, 7, 9 AND 10 IN POINT PLAZA SUBDIVISION, BEING A SUBDIVISION OF LOT 2 IN ANNIE MULLEN SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 22, 1999 AS DOCUMENT NUMBER 09188471, IN COOK COUNTY, ILLINOIS.

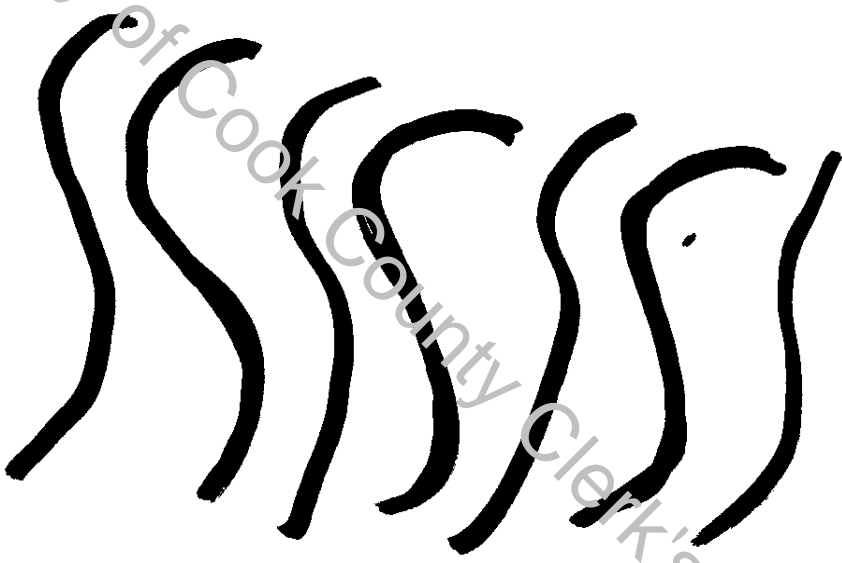
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10-29-403-026-0000
10-29-403-027-0000
10-29-403-028-0000
10-29-403-029-0000
10-29-403-030-0000
10-29-403-032-0000
10-29-403-033-0000

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EXHIBIT B
Rent Roll

[see attached]

Property of Cook County Clerk's Office

A large, thick, black handwritten scribble consisting of several overlapping, wavy, vertical strokes that completely obscures the text of the watermark.

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EXHIBIT B

Rent Roll
Pointe Plaza Shopping Center
As of 09/01/2003

<u>Unit</u>	<u>Name</u>	<u>Sq.Ft.</u>	<u>Rent/mo</u>	<u>Rent/sf</u>	<u>Leased From</u>	<u>Leased To</u>
5600	Walgreens	13,905	29,167	25.17	1/1/2000	12/31/1940
5606	Blockbuster Inc.	4,096	7,509	22.00	2/5/2000	11/30/2009
5610	Glimmer Tanning Salon	1,044	2,132	24.50	7/1/2002	12/31/2005
5612	Jimmy John's	2,180	4,560	25.10	4/1/2002	12/31/2011
5618	The Great China Buffet	4,906	10,834	26.50	4/7/2000	12/31/2004
5622	Dr. Julie Y. Lee D.D.S.	1,450	3,625	30.00	6/22/2001	6/30/2006
5624	Great Clips, Inc.	1,050	2,625	30.00	6/22/2001	6/30/2006
5650	Bennigan's #1444	6,575	10,833	19.77	5/15/2000	5/31/2015
5660	Babies R US	36,714	20,833	6.81	8/11/1999	1/31/2025
5674	Dress Barn	7,500	9,844	15.75	8/25/2000	6/30/2008
5704	Mira's Salon and Spa, Inc.*	3,976	8,946	27.00	4/30/2002	12/31/2007
5706	Touhy & Central Currency Exchange	1,520	3,800	30.00	6/15/2000	12/31/2005
5708	Bedding Experts, Inc.	3,600	7,800	26.00	7/30/2000	7/31/2005
5712	U.S. Cellular	2,133	5,571	31.34	9/9/2000	12/31/2010
5716	Baja Fresh Mexican Grill	2,808	6,552	28.00	4/29/2003	4/30/2013
5720	Starbucks	1,908	4,973	31.28	4/23/2000	4/30/2010
5740	Supervalu Holding Inc.	53,000	58,000	12.00	3/1/2000	12/31/2020
5750	Office Depot Inc.	30,122	33,260	13.25	3/31/2000	3/31/2015
5762	Cardsmart	3,500	2,625	9.00	11/1/2001	12/31/2006
5764	Fashion 4 U	3,000	6,750	15.00	4/1/2003	12/31/2007
5768	Bath & Body Works	3,000	4,875	19.50	4/27/2001	4/30/2011
	Total	192,987	242,113	15.05		
	Total Occupied	192,987				
	% Occupied	100%				
	Total Vacant	0				
	% Vacant	0%				

***Note:**

Mira Salon and Spa - Judgement for Possession received on August 29, 2003,
and placed with Sheriff for Eviction on September 8, 2003.

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EXHIBIT C Title Exceptions

- (1) Taxes not yet due and payable.
- (2) The following covenants, conditions, restrictions and easements set forth in that certain Commitment for Title Insurance issued by Chicago Title Insurance Company as Commitment Number 008168454 dated August 15, 2003 (the "**Commitment**"):
 - (a) Mortgage and Security Agreement with Assignment of Rents and Fixture Filing in favor of The Guardian Life Insurance Company of America ("**Lender**") recorded as document number 0010016691 (Exception I of the Commitment);
 - (b) Assignment of Leases and Rents in favor of Lender recorded as document number 0010016692 (Exception Z of the Commitment);
 - (c) Security Interest in favor of Lender disclosed by UCC Statement filed as number 01 U 00257 (Exception AA of the Commitment);
 - (d) Existing recorded and unrecorded leases (Exception D of the Commitment), including the following recorded leases:
 - (i) Lease to Supervalu Holdings, Inc. as disclosed by memorandum recorded as document number 99283216, subordinated to Lender by document number 0010038591 (Exception AB of the Commitment);
 - (ii) Lease to Bond Drug Company of Illinois as disclosed by memorandum recorded as document number 09016819, subordinated to Lender by document number 0010038590 (Exception AC of the Commitment), ;
 - (iii) Lease to Office Depot, Inc. as disclosed by memorandum recorded as document number 99890579, subordinated to Lender by document number 0010038588 (Exception AD of the Commitment);
 - (iv) Lease to Baby Superstore, Inc. as disclosed by memorandum recorded as document number 99751907, subordinated to Lender by document number 0010038587 (Exception AE of the Commitment);
 - (v) Lease to The Dress Barn Inc. as disclosed by document recorded as document number 0010038589 (Exception AF of the Commitment);

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- (vi) Lease to Blockbuster Inc. as disclosed by document recorded as document number 0010038592 (Exception AG of the Commitment);
- (vii) Lease to Steak and Ale of Illinois, Inc. as disclosed by memorandum recorded as document number 0010181982, subordinated to Lender by document number 0010038586, Leasehold Mortgage recorded as document number 0010212279 (encumbering only the tenant's leasehold interest in the Property) and Security Interest recorded as document number 0010212280 (encumbering only the tenant's leasehold interest in the Property) (Exception AK of the Commitment);
- (e) Building Line shown on the Plat recorded as document number 09188471 (Exception R of the Commitment);
- (f) Easement in favor of Commonwealth Edison recorded as document number 92907082 (Exception L of the Commitment);
- (g) Easement in favor of Commonwealth Edison recorded as document number 90275739 (Exception M of the Commitment);
- (h) Easement in favor of Commonwealth Edison recorded as document number 90074176 (Exception N of the Commitment);
- (i) Easement between Seller and Wal-Mart Real Estate Business Trust recorded as document number 99265776, as amended by document number 99334830 (Exception O of the Commitment);
- (j) Easement between Seller and Supervalu Holdings, Inc. recorded as document number 99283216 (Exception P of the Commitment);
- (k) Easement in favor of Illinois Bell Telephone recorded as document number 99923902 (Exception Q of the Commitment);
- (l) Village Utility Easement recorded as document number 09188470 (Exception S of the Commitment);
- (m) Permanent Traffic Signal Easement recorded as document number 09188471 (Exception T of the Commitment);
- (n) Public Sidewalk Easement recorded as document number 09188471 (Exception U of the Commitment);
- (o) Outlot development Agreement recorded as document number 00018565 (Exception V of the Commitment);

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(3) Such other leases, easements, covenants, conditions and restrictions as may be entered into by Seller after the date of this Agreement which: (i) do not materially adversely affect the interests of Buyer or the Grantees hereunder or the Property generally; and (ii) are not entered into in violation of the terms of this Agreement, the Master Lease or the Co-Ownership Agreement.

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EXHIBIT D
Form of Designation Notice

DESIGNATION NOTICE

THIS DESIGNATION NOTICE is being delivered pursuant to that certain Articles of Agreement for Deed dated September _____, 2003 (the "Agreement") between the undersigned (the "Buyer") and TDC Niles L.L.C., an Illinois limited liability company ("Seller"). Capitalized terms used herein, but not defined, shall have the meaning give to such terms in the Agreement.

Pursuant to the Buyer's rights under the Agreement, Buyer hereby directs Seller to convey the following described and designated Interests to the Grantee(s) named below on the below stated Initial Closing Date.

Description of Interest: _____

Name of Grantee: _____
(See Attached Assignment and Assumption Agreement)

Purchase Price: \$ _____

Initial Closing Date: _____, 20____

Such transfer shall be made to Grantee in strict accordance with the terms of the Agreement.

Dated: _____, 20____

BUYER:

SEC POINTE PLAZA INSIDE, L.L.C., an Illinois limited liability company

By: _____
Name: _____
Title: _____

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EXHIBIT E Form of Grantee Joinder

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "**Assignment**") is made and entered into between SEC POINTE PLAZA INSIDE, L.L.C., an Illinois limited liability company (the "**Assignor**") and the undersigned assignee (the "**Assignee**").

This Assignment is made in connection with the following:

1. The Articles of Agreement for Deed dated _____, 2003 (the "**Articles**") between Assignor, as buyer, and TDC Niles L.L.C., an Illinois limited liability company, as seller (the "**Seller**").
2. The Limited Co Ownership Agreement dated _____, 2003, (the "**LCOA**") between Assignor and Seller, as owners.
3. The Master Lease dated _____, 20____ (the "**Lease**") between Assignor, as lessor, and Seller, as lessee.

The Assignor hereby grants, transfers and assigns to the Assignee so much of its right, title, and interest in and to the Articles, the Lease and the LCOA corresponding to the undivided interest in the property commonly known as Pointe Plaza, 5600-5768 Touhy Avenue, Niles, Illinois, that is specified below (the "**Assigned Undivided Interest**"). By virtue of its execution of this Agreement, the Assignee joins in the Articles as a buyer, the LCOA as an owner and the Lease as a lessor and, as such, shall be entitled to all of the rights and subject to all of the obligations thereunder.

By accepting this Assignment, the Assignee hereby assumes and agrees to perform all of the terms, covenants, and conditions of the Articles, LCOA and the Lease to be performed on the part of the Assignor from and after the date hereof corresponding to the Assigned Undivided Interest, and agrees to indemnify, defend and hold the Assignor harmless from and against all such obligations and liabilities.

This Assignment shall be (a) binding on the parties hereto, their heirs, executors, successors and assigns; (b) governed by, and construed in accordance with the laws of the State of Illinois; and (c) shall be binding if executed in separate and/or multiple counterparts.

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date set forth below.

ASSIGNOR:
SEC POINTE PLAZA INSIDE, L.L.C.,
an Illinois limited liability company

By: _____
Its: _____

Date: _____, 20____

ASSIGNEE:
_____, L.L.C.,
an Illinois limited liability company

By: _____
Its: _____

Assigned Undivided Interest: _____%