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This Document Prepared by
and after Recording Return to:



Schwartz, Cooper,
Greenberger & Krauss
180 North LaSalle Street
Suite 2700
Chicago, Illinois 60601
Attn: Derek L. Cottier, Esq.

Doc#: 0329003082
Eugene "Gene" Moore Fee: \$58.00
Cook County Recorder of Deeds
Date: 10/17/2003 02:33 PM Pg: 1 of 18

617 4329693 6/7 MJ

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES ("Assignment") is made and delivered as October 10, 2003 by **LAKESIDE ON THE PARK, L.L.C.**, an Illinois limited liability company ("Assignor"), to and for the benefit of **OHIO SAVINGS BANK**, a federal savings bank, its successors and assigns ("Assignee").

P R E C I T A L S:

A. Assignee has agreed to loan to Assignor the principal amount of Thirty-Six Million Five Hundred Fifty Thousand Dollars (\$36,550,000.00) ("Loan"), which amount includes a letter of credit facility in the amount of \$50,000.00. The Loan is evidenced by:

(a) a certain Mortgage Note of even date herewith made by Mortgagor payable to Mortgagee in the principal amount of Thirty-Six Million Five Hundred Thousand One Hundred Fifty Dollars (\$36,500,150.00) (as amended, restated or replaced from time to time, the "Construction Facility Note") and due on April 10, 2006 (the "Maturity Date"), except as such date may be extended to October 10, 2006 pursuant to the terms of the Construction Facility Note or accelerated pursuant to the terms hereof, the Construction Facility Note or any other Loan Document (as hereinafter defined); and

(b) a certain Letter of Credit Demand Note of even date herewith made by Mortgagor payable to Mortgagee in the principal amount of Forty-Nine Thousand Eight Hundred Fifty Dollars (\$49,850.00) (as amended, restated or replaced from time to time, the "Letter of Credit Note," and together with the Construction Facility Note, the "Notes") and due on the earlier of (i) demand by Mortgagee to Mortgagor, or (ii) the Maturity Date.

B. The Notes are being delivered pursuant to the provisions of a Construction Loan Agreement bearing even date herewith between Assignor and Assignee (as amended, restated or replaced from time to time, the "Loan Agreement," and collectively with this Assignment, the Notes and all other instruments evidencing, securing or guarantying obligation of any party under the Loan, the "Loan Documents").

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C. A condition precedent to Assignee's making of the Loan to Assignor is the execution and delivery by Assignor of this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. **Definitions.** All capitalized terms which are not defined herein shall have the meanings ascribed thereto in that certain Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing of even date herewith from Assignor for the benefit of Assignee ("Mortgage").

2. **Grant of Security Interest.** Assignor hereby grants, transfers, sets over and assigns to Assignee, all of the right, title and interest of Assignor in and to (i) all of the rents, revenues, issues, profits, proceeds, receipts, income, accounts and other receivables arising out of or from the land legally described in Exhibit A attached hereto and made a part hereof and all buildings and other improvements located thereon (said land and improvements being hereinafter referred to collectively as the "Premises"), including, without limitation, lease termination fees, purchase option fees and other fees and expenses payable under any lease; (ii) all leases and subleases (collectively, "Leases") now or hereafter existing, of all or any part of the Premises together with all guaranties of any of such Leases and all security deposits delivered by tenants thereunder, whether in cash or letter of credit; (iii) all rights and claims for damage against tenants arising out of defaults under the Leases, including rights to termination fees and compensation with respect to rejected Leases pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and (iv) all tenant improvements and fixtures located on the Premises. This Assignment is an absolute transfer and assignment of the foregoing interests to Assignee given to secure:

(a) Payment by Assignor when due or (i) the indebtedness evidenced by the Notes and any and all renewals, extensions, replacements, amendments, modifications and refinancings thereof; (ii) any and all other indebtedness and obligations that may be due and owing to Assignee by Assignor under or with respect to the Loan Documents; and (iii) all costs and expenses paid or incurred by Assignee in enforcing its rights hereunder, including without limitation, court costs and reasonable attorneys' fees; and

(b) Observance and performance by Assignor of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Assignor or any other obligor to or benefiting Assignee which are evidenced or secured by or otherwise provided in the Notes, this Assignment or any of the other Loan Documents, together with all amendments and modifications thereof.

3. **Representations and Warranties of Assignor.** Assignor represents and warrants to Assignee that:

(a) this Assignment, as executed by Assignor, constitutes the legal and binding obligation of Assignor enforceable in accordance with its terms and provisions;

(b) there is no other existing assignment of Assignor's entire or any part of its interest in or to any of the Leases, or any of the rents, issues, income or profits assigned

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hereunder, nor has either Assignor entered into any agreement to subordinate any of the Leases or such Assignor's right to receive any of the rents, issues, income or profits assigned hereunder;

(c) Assignor has not executed any instrument or performed any act which may prevent Assignee from operating under any of the terms and provisions hereof or which would limit Assignee in such operation; and

(d) there are, as of the date of this Assignment, no Leases currently in effect affecting all or any part of the Premises.

Assignor and Assignee acknowledge and agree that, as of the date hereof, it is not intended that there shall be any Leases affecting all or any part of the Premises prior to the repayment in full of the Loan.

4. **Covenants of Assignor.** Assignor covenants and agrees that so long as this Assignment shall be in effect:

(a) Assignor shall not lease any portion of the Premises unless Assignor obtains Assignee's prior written consent to all aspects of such lease.

(b) Assignor shall observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and Assignor shall not do or suffer to be done anything to impair the security thereof. Assignor shall not (i) release the liability of any tenant under any Lease, (ii) consent to any tenant's withholding of rent or making monetary advances and off-setting the same against future rentals, (iii) consent to any tenant's claim of a total or partial eviction, (iv) consent to a tenant termination or cancellation of any Lease, except as specifically provided therein, or (v) enter into any oral leases with respect to all or any portion of the Premises;

(c) Assignor shall not collect any of the rents, issues, income or profits assigned hereunder more than thirty days in advance of the time when the same shall become due, except for security or similar deposits;

(d) Assignor shall not make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all rents, issues, income or profits assigned hereunder, except as specifically permitted by the Loan Documents;

(e) Assignor shall not modify the terms and provisions of any Lease, nor shall Assignor give any consent (including, but not limited to, any consent to any assignment of, or subletting under, any Lease, except as expressly permitted thereby) or approval, required or permitted by such terms and provisions or cancel or terminate any Lease, without Assignee's prior written consent; provided, however, that Assignor may cancel or terminate any Lease as a result of a material default by the tenant thereunder and failure of such tenant to cure the default within the applicable time periods set forth in the Lease;

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- (f) Assignor shall not accept a surrender of any Lease or convey or transfer, or suffer or permit a conveyance or transfer, of the premises demised under any Lease or of any interest in any Lease so as to effect, directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of, any tenant thereunder; any termination fees payable under a Lease for the early termination or surrender thereof shall be paid jointly to Assignor and Assignee;
- (g) Assignor shall not alter, modify or change the terms of any guaranty of any Lease, or cancel or terminate any such guaranty or do or permit to be done anything which would terminate any such guaranty as a matter of law;
- (h) Assignor shall not waive or excuse the obligation to pay rent under any Lease;
- (i) Assignor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the lessor or any tenant or guarantor thereunder, and shall pay all costs and expenses of Assignee, including court costs and reasonable attorneys' fees, in any such action or proceeding in which Assignee may appear;
- (j) Assignor shall give prompt notice to Assignee of any notice of any default by the lessor under any Lease received from any tenant or guarantor thereunder;
- (k) Assignor shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease to be observed and performed by the tenants and guarantors thereunder and shall immediately notify Assignee of any material breach by the tenant or guarantor under any such Lease;
- (l) Assignor shall not permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent;
- (m) Assignor shall not execute hereafter any Lease unless there shall be included therein a provision providing that the tenant thereunder acknowledges that such Lease has been assigned pursuant to this Assignment and agrees not to look to Assignee as mortgagee, mortgagee in possession or successor in title to the Premises for accountability for any security deposit required by lessor under such Lease unless such sums have actually been received in cash by Assignee as security for tenant's performance under such Lease;
- (n) If any tenant under any Lease is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned hereby, Assignor covenants and agrees that if any such Lease is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Assignee, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Assignor and Assignee. Assignor hereby assigns any

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such payment to Assignee and further covenants and agrees that upon the request of Assignee, it will duly endorse to the order of Assignee any such check, the proceeds of which shall be applied in accordance with the provisions of Paragraph 8 below; and

(o) Not later than thirty (30) days after the end of each calendar quarter, Assignor shall deliver to Assignee a certified rent roll for the Premises as of the last day of such period in a form reasonably satisfactory to Assignee.

5. **Rights Prior to Default.** Unless or until an Event of Default (as defined in Paragraph 7) shall occur, Assignor shall have the right to collect, at the time (but in no event more than thirty days in advance) provided for the payment thereof, all rents, issues, income and profits assigned hereunder, and to retain, use and enjoy the same. Upon the occurrence of an Event of Default, Assignor's right to collect such rents, issues, income and profits shall immediately terminate without further notice thereof to Assignor. Assignee shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time.

6. **Events of Default.** An "Event of Default" shall occur under this Assignment upon the occurrence of (a) a breach by Assignor of any of the covenants, agreements, representations, warranties or other provisions hereof which is not cured or waived within the applicable grace or cure period, if any, set forth in the Mortgage or (b) any other Event of Default described in the either of the Notes, the Mortgage, the Loan Agreement or any other Loan Document.

7. **Rights and Remedies Upon Default.** At any time upon or following the occurrence of any Event of Default, Assignee, at its option, may exercise any one or more of the following rights and remedies without any obligation to do so, without in any way waiving such Event of Default, without further notice or demand on Assignor, without regard to the adequacy of the security for the obligations secured hereby, without releasing Assignor or any guarantor of the Note from any obligation, and with or without bringing any action or proceeding to foreclose the Mortgage or any other lien or security interest granted by the Loan Documents:

(a) Declare the unpaid balance of the principal sum of the Notes, together with all accrued and unpaid interest thereon, immediately due and payable; provided, however, that with respect to any Event of Default described in Section 16 d. of the Mortgage, if Assignor is the party to such Event of Default, all principal of and interest on the Note and all other obligations of the Assignor hereunder or under any other Loan Document shall become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived;

(b) Enter upon and take possession of the Premises, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Assignee, to make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which Assignee deems necessary or proper;

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(c) Either with or without taking possession of the Premises, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income and profits of and from the Premises and pursue all remedies for enforcement of the Leases and all the lessor's rights therein and thereunder. This Assignment shall constitute an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to Assignee, without proof of default hereunder, upon receipt from Assignee of written notice to thereafter pay all such rents and other amounts to Assignee and to comply with any notice or demand by Assignee for observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the tenants thereunder, and Assignor shall facilitate in all reasonable ways Assignee's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such rents and other amounts to Assignee; and

(d) Make any payment or do any act required herein of Assignor in such manner and to such extent as Assignee may deem necessary, and any amount so paid by Assignee shall become immediately due and payable by Assignor with interest thereon until paid at the Default Rate and shall be secured by this Assignment.

8. **Application of Proceeds.** All sums collected and received by Assignee out of the rents, issues, income and profits of the Premises following the occurrence of any one or more Events of Default shall be applied in accordance with the Illinois Mortgage Foreclosure Law (Chapter 735, Sections 5/15-1101 *et seq.*, Illinois Compiled Statutes) and, unless otherwise specified in such act, in such order as Assignee shall elect in its sole and absolute discretion.

9. **Limitation of Assignee's Liability.** Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Premises or from any other act or omission of Assignee in managing, operating or maintaining the Premises following the occurrence of an Event of Default. Assignee shall not be obligated to observe, perform or discharge, nor does Assignee hereby undertake to observe, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of Assignor under or by reason of this Assignment. Assignor shall and does hereby agree to indemnify, defend (using counsel satisfactory to Assignee) and hold Assignee harmless from and against any and all liability, loss or damage which Assignee may incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease; provided, however, in no event shall Assignor be liable for any liability, loss or damage which Assignor incurs as a result of Assignee's gross negligence or willful misconduct. Should Assignee incur any such liability, loss or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by Assignor with interest thereon at the Default Rate and shall be secured by this Assignment. This Assignment shall not operate to place responsibility upon Assignee for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease, nor shall it operate to make Assignee responsible or liable for any waste

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committed upon the Premises by any tenant, occupant or other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger. Nothing set forth herein or in the Mortgage, and no exercise by Assignee of any of the rights set forth herein or in the Mortgage shall constitute or be construed as constituting Assignee a "mortgagee in possession" of the Premises, in the absence of the taking of actual possession of the Premises by Assignee pursuant to the provisions hereof or of the Mortgage.

10. **No Waiver.** Nothing contained in this Assignment and no act done or omitted to be done by Assignee pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under any of the Loan Documents. This Assignment is made and accepted without prejudice to any of the rights and remedies of Assignee under the terms and provisions of such instruments, and Assignee may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Assignee may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor, and may apply any other security held by it for the satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.

11. **Further Assurances.** Assignor shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as Assignee may designate) and shall do or cause to be done such further acts, as Assignee may request, in order to permit Assignee to perfect, protect, preserve and maintain the assignment made to Assignee by this Assignment.

12. **Security Deposits.** Assignor acknowledges that Assignee has not received for its own account any security deposited by any tenant pursuant to the terms of the Leases and that Assignee assumes no responsibility or liability for any security so deposited.

13. **Severability.** If any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Assignee and Assignor shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Assignment and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

14. **Successors and Assigns.** This Assignment is binding upon Assignor and its legal representatives, successors and assigns, and the rights, powers and remedies of Assignee under this Assignment shall inure to the benefit of Assignee and its successors and assigns.

15. **Written Modifications.** This Assignment shall not be amended, modified or supplemented without the written agreement of Assignor and Assignee at the time of such amendment, modification or supplement.

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16. **Duration.** This Assignment shall become null and void at such time as Assignor shall have paid the principal sum of the Note, together with all interest thereon, and shall have fully paid and performed all of the other obligations secured hereby and by the other Loan Documents.

17. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

18. **Notices.** All notices, demands, requests and other correspondence which are required or permitted to be given hereunder shall be deemed sufficiently given when delivered or mailed in the manner and to the addresses of Assignor and Assignee, as the case may be, as specified in the Mortgage.

19. **Consent to Jurisdiction.** TO INDUCE ASSIGNEE TO ACCEPT THE NOTES, ASSIGNOR IRREVOCABLY AGREES THAT, SUBJECT TO ASSIGNEE'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THE NOTES AND THIS ASSIGNMENT WILL BE LITIGATED IN COURTS HAVING SITUS IN CHICAGO, ILLINOIS. ASSIGNOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY COURT LOCATED WITHIN CHICAGO, ILLINOIS, WAIVES PERSONAL SERVICE OF PROCESS UPON ASSIGNOR, AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL DIRECTED TO ASSIGNOR AT THE ADDRESS STATED IN THE MORTGAGE AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT.

20. **Waiver of Jury Trial.** ASSIGNOR AND ASSIGNEE (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (a) UNDER THIS ASSIGNMENT, ANY OTHER LOAN DOCUMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS ASSIGNMENT OR ANY OF THE FORGOING DOCUMENTS, OR (b) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS ASSIGNMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. ASSIGNOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST ASSIGNEE OR ANY OTHER PERSON INDEMNIFIED UNDER THIS ASSIGNMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

21. **Additional Waivers.** ASSIGNOR EXPRESSLY AND UNCONDITIONALLY WAIVES, IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING BROUGHT BY MORTGAGEE UNDER THIS ASSIGNMENT, ANY OTHER LOAN DOCUMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS ASSIGNMENT OR ANY OF THE FORGOING

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DOCUMENTS, ANY AND EVERY RIGHT IT MAY HAVE TO (a) INTERPOSE ANY COUNTERCLAIM THEREIN UNLESS UNDER THE APPLICABLE RULES OF COURT SUCH COUNTERCLAIM MUST BE ASSERTED IN SUCH PROCEEDING, AND (b) HAVE THE SAME CONSOLIDATED WITH ANY OTHER OR SEPARATE SUIT, ACTION OR PROCEEDING UNLESS REQUIRED BY THE APPLICABLE RULES OF COURT.

22. **Counterparts.** This Assignment may be executed in two (2) or more counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

23. **Limitation of Recourse.** Notwithstanding any provision hereof, but subject in all respects to the provisions of the Environmental Indemnity and the Guaranty (each as defined in the Loan Agreement), neither Assignor nor any member of Assignor shall be personally liable by reason of any default in the payment or performance of the obligations of Assignor under this Assignment; provided, however, that the foregoing limitation of recourse shall not impair or otherwise affect (i) any of Assignee's rights or remedies against any collateral now or hereafter pledged to Assignee as security for the obligations of Assignor, (ii) any of Assignee's rights or remedies against any other person or entity liable for the obligations of Assignor, including without limitation any of Assignee's rights or remedies against all or any of the Guarantors under the Guaranty, or (iii) the obligations and liabilities of Assignor and each of the Guarantors under the Environmental Indemnity.

[SEE NEXT PAGE FOR SIGNATURES]

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IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment as of the day and year first above written.

ASSIGNOR:

LAKESIDE ON THE PARK, L.L.C., an Illinois limited liability company

By: NWC 13TH/INDIANA, L.L.C., an Illinois limited liability company

Its: Co-Manager


By: Forest City Central Station, Inc., an Ohio corporation

Its: Manager

By: _____
Name: _____
Title: _____

By: GWF, L.L.C., an Illinois limited liability company

Its: Manager

By: 
Name: Gerald W. Fogelson
Title: Manager

By: By The Lake, LLC, an Illinois limited liability company

Its: Co-Manager

By: _____
Name: Theodore Mazola
Its: Manager

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IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment as of the day and year first above written.

ASSIGNOR:

LAKESIDE ON THE PARK, L.L.C., an Illinois limited liability company

By: NWC 13TH/INDIANA, L.L.C., an Illinois limited liability company

Its: Co-Manager

By: Forest City Central Station, Inc., an Ohio corporation

Its: Manager

By: _____

Name: _____

Title: _____

By: GWF, L.L.C., an Illinois limited liability company

Its: Manager

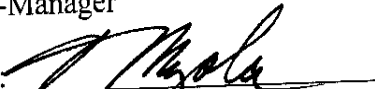
By: _____

Name: Gerald W. Fogelson

Title: Manager

By: By The Lake, LLC, an Illinois limited liability company

Its: Co-Manager

By: 

Name: Theodore Mazola

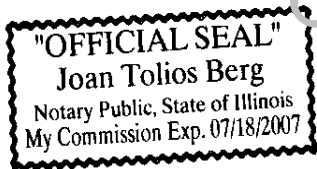
Its: Manager

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Joan Tolios Berg, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Gerald Fogelson, the Manager of GWF, L.L.C., an Illinois limited liability company ("GWF"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such manager, 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 GWF in its capacity as a manager of NWC 13TH/INDIANA, L.L.C., an Illinois limited liability company ("NWC"), and of NWC in its capacity as a co-manager of LAKESIDE ON THE PARK, L.L.C., an Illinois limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 10th day of October, 2003.



Joan Tolios Berg
NOTARY PUBLIC
(SEAL)

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STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

I, Janet M. Franklin, a Notary Public in and for said County, in the State aforesaid, do hereby certify that David J. LaRue, the Vice President of Forest City Central Station, Inc., an Ohio corporation ("Forest City"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, 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 Forest City in its capacity as a manager of NWC 13TH/INDIANA, L.L.C., an Illinois limited liability company ("NWC"), and of NWC in its capacity as a co-manager of LAKESIDE ON THE PARK, L.L.C., an Illinois limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 13th day of October, 2003.

Janet M. Franklin
NOTARY PUBLIC

(SEAL)

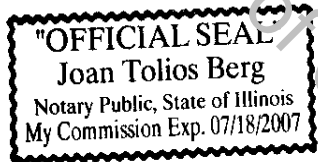
JANET M. FRANKLIN, Notary Public
STATE OF OHIO
My Commission Expires May 20, 2006
(Recorded in Cuyahoga County)

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Joan Tolios Berg, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Theodore Mazola, the manager of BY THE LAKE, LLC, an Illinois limited liability company ("BTL"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such manager, 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 BTL in its capacity as a co-manager of LAKESIDE ON THE PARK, L.L.C., an Illinois limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 10th day of October, 2003.



(SEAL)

Joan Tolios Berg
NOTARY PUBLIC

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EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

PARCEL 1:

THAT PART OF CERTAIN LOTS, BLOCKS, STREETS, PRIVATE STREETS AND ALLEYS AND PART OF THE LANDS OF THE ILLINOIS CENTRAL RAILROAD COMPANY ALL IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID TRACT BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SOUTH MICHIGAN AVENUE WITH THE SOUTH LINE OF ROOSEVELT ROAD AS DEDICATED PER DOCUMENT NO. 93954909; THENCE NORTH 89 DEGREES 55 MINUTES 25 SECONDS EAST ALONG SAID SOUTH LINE 324.58 FEET TO THE WEST LINE OF SOUTH INDIANA AVENUE AS DEDICATED PER DOCUMENT NO. 93954909; THENCE SOUTH 00 DEGREES 01 MINUTES 19 SECONDS WEST ALONG THE WEST LINE OF SOUTH INDIANA AVENUE, AFORESAID, 265.78 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 01 MINUTES 19 SECONDS WEST ALONG THE WEST LINE OF SOUTH INDIANA AVENUE, AFORESAID, 260.00 FEET TO A POINT BEING ON THE EASTERLY EXTENSION OF THE NORTH LINE OF EAST 13TH STREET; THENCE SOUTH 89 DEGREES 58 MINUTES 42 SECONDS WEST ALONG THE EASTERLY LINE EXTENSION OF THE NORTH LINE OF EAST 13TH STREET, AFORESAID, 140.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 19 SECONDS EAST 260.00 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 42 SECONDS EAST 140.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR VEHICULAR INGRESS AND EGRESS AND TO VENT EXHAUST FROM BUILDING SYSTEMS, AS CREATED BY GRANT OF NON-EXCLUSIVE ACCESS EASEMENT (PRIVATE ALLEY) RECORDED ON OCTOBER 10, 2003 AS DOCUMENT NO. 0328334182, OVER, ACROSS AND UPON THAT PART OF CERTAIN LOTS, BLOCKS, STREETS, PRIVATE STREETS AND ALLEYS AND PART OF THE LANDS OF THE ILLINOIS CENTRAL RAILROAD COMPANY ALL IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID TRACT BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SOUTH MICHIGAN AVENUE WITH THE SOUTH LINE OF ROOSEVELT ROAD AS DEDICATED PER DOCUMENT NO. 93954909; THENCE NORTH 89 DEGREES 55 MINUTES 25 SECONDS EAST ALONG SAID SOUTH LINE 166.25 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 25 SECONDS EAST ALONG SAID SOUTH LINE 158.33 FEET TO THE WEST LINE OF SOUTH INDIANA AVENUE AS DEDICATED PER DOCUMENT 93954909; THENCE SOUTH 00 DEGREES 01 MINUTE 19 SECONDS WEST ALONG THE WEST

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LINE OF SOUTH INDIANA AVENUE, AFORESAID, 237.78 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 01 MINUTE 19 SECONDS WEST ALONG THE WEST LINE OF SOUTH INDIANA AVENUE, AFORESAID, 28.00 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 42 SECONDS WEST, 324.99 FEET TO THE EAST LINE OF SOUTH MICHIGAN AVENUE; THENCE NORTH 00 DEGREES 06 MINUTES 36 SECONDS EAST, ALONG SAID EAST LINE, 28.00 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 42 SECONDS EAST, 324.95 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS AS CREATED BY GRANT OF NON-EXCLUSIVE ACCESS EASEMENT BETWEEN CENTRAL STATION, L.L.C., 1229 COMPANY, L.L.C. AND 1255 COMPANY, L.L.C., DATED SEPTEMBER 30, 2003 AND RECORDED 10-17-03 AS DOCUMENT NO. ~~0329003018~~ OVER, ACROSS AND UPON THAT PART OF CERTAIN LOTS, BLOCKS, STREETS, PRIVATE STREETS AND ALLEYS AND PART OF THE LANDS OF THE ILLINOIS CENTRAL RAILROAD COMPANY ALL IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID TRACT BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SOUTH MICHIGAN AVENUE WITH THE SOUTH LINE OF ROOSEVELT ROAD AS DEDICATED PER DOCUMENT NO. 93954909; THENCE NORTH 89 DEGREES 55 MINUTES 25 SECONDS EAST ALONG SAID SOUTH LINE 324.58 FEET TO THE WEST LINE OF SOUTH INDIANA AVENUE AS DEDICATED PER DOCUMENT 93954909; THENCE SOUTH 00 DEGREES 01 MINUTE 19 SECONDS WEST ALONG THE WEST LINE OF SOUTH INDIANA AVENUE, AFORESAID, 525.78 FEET TO A POINT, SAID POINT BEING ON THE EASTERLY EXTENSION OF THE NORTH LINE OF EAST 13TH STREET; THENCE SOUTH 89 DEGREES 58 MINUTES 42 SECONDS WEST ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF EAST 13TH STREET, AFORESAID, 140.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 19 SECONDS EAST 116.46 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 01 MINUTE 19 SECONDS EAST 24.00 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 42 SECONDS WEST, 48.00 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 19 SECONDS WEST 140.50 FEET TO A POINT ON THE NORTH LINE OF EAST 13TH STREET; THENCE NORTH 89 DEGREES 58 MINUTES 42 SECONDS EAST, ALONG THE NORTH LINE OF EAST 13TH STREET, 36.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 19 SECONDS EAST 60.00 FEET; THENCE NORTH 14 DEGREES 27 MINUTES 38 SECONDS WEST 31.99 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 19 SECONDS EAST 25.50 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 41 SECONDS EAST 20.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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COMMON ADDRESS: Northwest corner of 13th Street and South Indiana Avenue
Chicago, Illinois

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