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RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:



Stinson Morrison Hecker LLP
9200 Indian Creek Parkway, Suite 450
Overland Park, Kansas 66210
Attention: Michael B. Hickman
Asset No. 03-0222623

Doc#: 0421827086
Eugene "Gene" Moore Fee: \$76.00
Cook County Recorder of Deeds
Date: 08/05/2004 03:13 PM Pg: 1 of 27

CONSENT AND ASSUMPTION AGREEMENT WITH RELEASE

This Consent and Assumption Agreement With Release (this "Agreement") is entered into as of July 30, 2004, by and among W/G LCD LLC, a Delaware limited liability company ("LCD"), W/G KRISTINA 123 LLC, a Delaware limited liability company ("Kristina"), W/G SPI LLC, a Delaware limited liability company ("SPI"), and together with LCD and Kristina, the "Buyer", with an address of c/o Michael Sparks, Sparks & Associates, 700 Perrie Drive, Suite 115, Elk Grove Village, Illinois 60007, Michael R. Sparks and James C. Mansfield (collectively, the "Buyer Principal"), with an address of c/o Sparks & Associates, 700 Perrie Drive, Suite 115, Elk Grove Village, Illinois 60007, and VII WG Rolling Meadows, L.L.C., a Delaware limited liability company (the "Seller"), with an address of c/o Waterton Associates L.L.C., One North Franklin, Suite 1150, Chicago, Illinois 60606, David R. Schwartz and Peter M. Vilim ("Seller Principal"), both with an address of c/o Waterton Associates L.L.C., One North Franklin, Suite 1150, Chicago, Illinois 60606, and U.S. Bank National Association as Trustee for J.P. Morgan Commercial Mortgage Finance Corporation, Mortgage Pass-Through Certificates, Series 1999-C8 (collectively referred to herein as "Lender"), with an address of 10851 Mastin, Suite 300, Overland Park, Kansas 66210.

RECITALS

A. Seller is the owner of certain real property located in Cook County, Illinois, commonly known as Woodfield Garden Apartments, which real property is more particularly described in Exhibit A attached hereto and incorporated herein by reference. Such real property, together with all improvements, fixtures and personal property located thereon is collectively referred to as the "Property".

B. Lender is the owner and holder of certain documents (the "Loan Documents") evidencing and securing a loan (the "Loan") made by Morgan Guaranty Trust Company of New York ("Original Lender") to Woodfield Gardens Associates, an Illinois limited partnership ("Original Borrower"), including, without limitation, the:

- (i) Fixed Rate Note (the "Note") dated as of June 18, 1999 (the "Original Closing Date"), in the original principal amount of \$24,200,000.00, executed by Original Borrower, as maker, in favor of Original Lender;
- (ii) Mortgage and Security Agreement (the "Security Instrument") dated as of the Original Closing Date, executed by Original Borrower in favor of Original Lender, filed for

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record June 21, 1999, in the Office of the Register of Deeds, Recorder of Deeds or County Clerk, as applicable, in and for Cook County, Illinois (the "Recording Office") as Document No. 99593972;

- (iii) Assignment of Leases and Rents (the "Assignment of Leases") dated as of the Original Closing Date, executed by Original Borrower in favor of Original Lender, filed for record June 21, 1999, in the Recording Office as Document No. 99593973;
- (iv) Asbestos Operations and Maintenance Agreement dated as of the Original Closing Date, executed by Original Borrower in favor of Original Lender (the "O & M Agreement");
- (v) Hazardous Substances Indemnification Agreement (the "Environmental Indemnity") dated as of the July 16, 2004, executed by Seller and Seller Principal in favor of Lender;
- (vi) Guaranty (the "Guaranty") dated as of the July 16, 2004, executed by Seller Principal in favor of Lender; and
- (vii) Consent and Assumption Agreement with Release dated as of July 16, 2004, executed by Original Borrower and its principals, Seller, Seller Principal and Lender.

C. Midland Loan Services, Inc. services the Loan for Lender, as master servicer, pursuant to that certain Pooling and Servicing Agreement (the "Pooling and Servicing Agreement") dated as of August 1, 1999.

D. Seller and Buyer are the current parties to a Purchase Agreement dated July 14, 2004, as amended (the "Purchase Agreement"), pursuant to which the Property is to be transferred to Buyer and Buyer is to assume the Loan (the "Transfer and Assumption"), and have requested that Lender consent to the Transfer and Assumption, and certain modifications to the Loan Documents in connection therewith.

E. Without the prior consent of the Lender, the Transfer and Assumption would constitute a default under the Loan Documents. Subject to the terms and conditions of this Agreement, Lender has agreed to consent to the Transfer and Assumption.

AGREEMENT

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

I. Consent to Transfer. Subject to satisfaction of all of the conditions contained herein, Lender consents to the the Transfer and Assumption. This consent is strictly limited to the Transfer and Assumption described in this Agreement. This Agreement shall not constitute a waiver or modification of any requirement of obtaining Lender's consent to any future transfer of the Property or any portion thereof or interest therein, nor shall it constitute a modification of the terms, provisions, or requirements in the Loan Documents in any respect except as expressly provided herein. Buyer specifically acknowledges that any subsequent transfer of any interest in any of the Property or interest in Buyer in violation of the Loan Documents shall be a default

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thereunder. The Loan Documents are hereby ratified and, except as expressly modified in this Agreement, remain unmodified and are in full force and effect.

2. Loan Information. The parties hereto agree that as of the date hereof:

- (a) The outstanding principal balance of the Note is \$23,003,559.55.
- (b) The interest rate of the Note is a fixed rate of 7.36% per annum through the Maturity Date (as defined in the Note), and thereafter, a variable rate as more particularly described in the Note.
- (c) The Maturity Date is July 1, 2009. The Extended Maturity Date (as defined in the Note) is July 1, 2029.
- (d) The following listed payments are due and payable on the first day of each and every calendar month:
 - \$166,896.06 principal and interest installments;
 - \$110,325.00 tax escrow deposit; and
 - \$21,908.04 insurance escrow deposit;
 - \$13,338.00 replacement reserve escrow deposit.

Provided, however, that the amount of the insurance and tax escrow deposit may be modified at or before closing to reflect Lender's escrow analysis using the Buyer's cost of insurance and current tax payments, with such modified amount reflected on the Lender's closing settlement statement for the Transfer and Assumption.

- (e) The current balance of each escrow account held by Lender with respect to the Loan Note is:
 - \$664,950.00 tax escrow account;
 - \$53,621.13 insurance escrow account; and
 - \$108,973.57 replacement reserve escrow account.
- (f) All required payments due through August 1, 2004 under the Loan Documents have been paid.
- (g) There are no defenses or claims of setoffs with respect to any sums or amounts owing under the Loan Documents.
- (h) Lender is the current owner and holder of the Loan Documents.
- (i) There is no existing Event of Default (as defined in the Loan Documents) or event or condition that, with the giving of notice or passage of time or both, would constitute an Event of Default.

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

- (a) The execution, acknowledgment, delivery and recordation of this Agreement by all

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of the parties concurrently with the Closing, and the execution, acknowledgement and delivery of all other agreements, instruments and documents required by Lender hereunder concurrently with and in connection with the Closing.

- (b) The execution, delivery and recordation or filing, as applicable, of one more new financing statements, or amendments to existing financing statements as required by Lender at Closing.
- (c) Buyer's delivery to Lender of satisfactory evidence that all insurance over the Property required by the Loan Documents (the "Required Insurance") is in full force and effect as of the Closing, with all required premiums paid, and contains a mortgagee's clause (the "Mortgagee's Clause") satisfactory to Lender in favor of Lender, its successors and/or assigns, c/o Midland Loan Services, Inc., Master Servicer, 10851 Mastin, Suite 300, Overland Park, Kansas 66210; re: Loan number 03-0222623.
- (d) Lender's receipt of satisfactory Title Endorsements (hereinafter defined).
- (e) The full release and reconveyance of any other liens or monetary encumbrances against the Property.
- (f) Lender's receipt of all of the Required Payments (hereinafter defined).
- (g) The satisfaction of all other conditions contained in the approval letter issued by the Lender in connection with the Transfer and Assumption.

4. Fees, Payment and Expenses. Buyer and/or Seller covenants and agrees to pay to Lender at Closing the following (the "Required Payments"):

- (a) \$69,754.69, as an assumption fee for Lender's consent to the Transfer and Assumption of the Loan.
- (b) Intentionally deleted.
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Intentionally deleted.
- (c) Payment of all fees and expenses Moody's Investor Services and Standard and Poor's Rating Services, and their respective counsel.
- (d) Payment of legal fees and expenses of Lender's counsel in connection with the Transfer and Assumption.
- (e) \$300.00 for third party reports.

5. Modification of Security Instrument. Section 8.3(a) of the Security Instrument is hereby amended by deleting "David R. Schwartz and Peter M. Vilim" and replacing it with "Michael R. Sparks and James C. Mansfield".

6. Title Endorsements. At Closing, Buyer shall (a) cause First American Title Insurance Company to issue such endorsements to Lender's mortgagee's title insurance policy (Policy No. LP 3873223) in such form as Lender may require ("Title Endorsements"), including showing that the Buyer is the owner of the Property, changing the effective date of such title policy to the date of the Closing, and showing that the Loan Documents are in a first lien position, and (b) pay the cost of the Title Endorsements, any escrow, filing or recording fees applicable to this transaction,

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and Lender's costs and expenses incurred in connection with this Agreement or this transaction, including Lender's attorneys' fees, if any, incurred in connection with this Agreement or this transaction.

7. Buyer's Assumption of Loan; Financing Statements. Buyer hereby expressly assumes the obligation to pay the unpaid balance due and owing on the Loan, all interest thereon as provided in the Note and all other obligations under the Loan Documents, with the same force and effect as if Buyer had been specifically named therein as the original maker, borrower or grantor, as applicable. Without limiting the generality of the foregoing, Buyer expressly assumes the obligation to pay all loan installments as they become due and to observe all obligations of the Loan Documents. Buyer's assumption of the foregoing obligations (a) is absolute, unconditional and is not subject to any defenses, waivers, claims or offsets, (b) shall not be affected or impaired by any agreement, condition, statement or representation of any person or entity other than Lender. Buyer expressly agrees that it has read, approved and will comply with and be bound by all of the terms, conditions, and provisions contained in the the Loan Documents. Buyer specifically agrees that to the extent the Note is recourse, Lender's remedies shall not in any respect or extent be limited solely to the Property or any other collateral securing the Loan. Buyer's assumption herein does not extend to the Environmental Indemnity or Guaranty, as such documents are defined above.

Buyer represents and warrants that it has established on or before the date hereof the O & M Program required under the O & M Agreement, and shall comply with such Program from and after the date hereof. Reference is hereby made to that certain Phase I Environmental Site Assessment dated June 30, 2004, prepared by Blackstone Consulting LLC, with respect to the Property (the "Environmental Report"). Buyer shall remove the damaged asbestos containing materials on the Property, using a licensed asbestos abatement contractor, within one hundred eighty (180) days from July 16, 2004, all as described and recommended on Page ii of the Environmental Report.

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

8. No Representations of Lender. The parties hereto agree that (a) Lender has made no representations or warranty, either express or implied regarding the Property and has no responsibility whatsoever with respect to the Property, its condition, or its use, occupancy or status, and (b) no claims relating to the Property, its condition, or its use, occupancy or status, will be asserted against Lender or its agents, employees, professional consultants, affiliated entities, successors or assigns, either affirmatively or as a defense.

9. Tenants In Common Loan Modifications and Representations. The obligations of each entity constituting Buyer, under this Agreement and all of the Loan Documents, are and shall be joint and several. Each entity constituting Buyer waives the right of partition with respect to the Property. Buyer shall cause the Property to be maintained and shall otherwise conduct itself in relation to the Property in accordance with the Loan Documents. Buyer is a party to that

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certain Tenancy In Common Agreement dated on or about hereof with respect to the ownership and operation of the Property (the "TIC Agreement"). Buyer hereby assigns the TIC Agreement to the Lender. All rights and obligations of the Buyer under the TIC Agreement are subject and subordinate to the rights of Lender under the Loan Documents. Buyer agrees that Lender is a third party beneficiary of the TIC Agreement, that Buyer shall at all times comply with the terms of the TIC Agreement, and that the TIC Agreement shall not be modified, amended or terminated without the prior written consent of the Lender. Buyer hereby certifies to Lender that the \$2,000,000.00 capital contribution made by LCD pursuant the TIC Agreement is a true capital contribution and not a loan, and shall not be secured by a lien on any ownership interest in the Property. The following shall constitute additional nonrecourse carveouts under Section 10 of the Note: (a) the filing of an action for partition with respect to the Property, (b) failure to comply with the provisions of Section 21 hereof and Exhibit B hereto, and (c) attempted termination of the property manager for the Property without Lender consent. Without limiting the rights of Lender to declare an Event of Default under the Loan Documents for a breach of this Agreement, Buyer agrees that failure to comply with the terms of this Paragraph or the terms of the TIC Agreement shall be an Event of Default under the Loan Documents.

10. Intentionally Omitted.

11. Seller's Representations & Warranties. Seller hereby represents and warrants to Lender that:

- (a) Seller is the owner of the Property and is duly authorized to execute, deliver and perform this Agreement.
- (b) Any court or third-party approvals necessary for Seller to enter into this Agreement have been obtained.
- (c) The entities and/or persons executing this Agreement on behalf of Seller are duly authorized to execute and deliver this Agreement.
- (d) This Agreement and the Loan Documents are in full force and effect and the transactions contemplated therein constitute valid and binding obligations of Seller, enforceable against Seller in accordance with their terms and have not been modified either orally or in writing.
- (e) Lender has not waived any requirements of the Loan Documents nor any of Lender's rights thereunder.
- (f) There is no existing Event of Default or event or condition that, with the giving of notice or passage of time or both, would constitute an Event of Default.
- (g) All taxes and assessments applicable to the Property that are due and payable as of the Closing have been paid.
- (h) The next payment for real property taxes applicable to the Property is due on or before September 1, 2004.
- (i) All representations and warranties of Seller in the Purchase Agreement are true and correct in all material respects.
- (j) All representations and warranties of Seller referred to herein shall be true as of the date of this Agreement and the Closing and shall survive the Closing.

Lender is entitled to rely, and has relied, upon these representations and warranties in the

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execution and delivery of this Agreement and all other documents and instruments executed and delivered by Lender in connection with this Agreement.

12. Buyer's Representations and Warranties. Buyer hereby represents and warrants to Lender that:

- (a) Buyer is duly authorized to execute, deliver and perform this Agreement.
- (b) Any court or third-party approvals necessary for Buyer to enter into this Agreement have been obtained.
- (c) The entities and/or persons executing this Agreement on behalf of Buyer are duly authorized to execute and deliver this Agreement.
- (d) This Agreement and the Loan Documents are in full force and effect and the transactions contemplated therein constitute valid and binding obligations of Buyer, enforceable against Buyer in accordance with their terms and have not been modified either orally or in writing.
- (e) To Buyer's knowledge, there is no existing Event of Default or event or condition that, with the giving of notice or passage of time or both, would constitute an Event of Default.
- (f) All taxes and assessments applicable to the Property that are due and payable as of the Closing have been paid.
- (g) The next payment for real property taxes applicable to the Property is due on or before September 1, 2004.
- (h) All representations and warranties of Buyer in the Purchase Agreement, if any, are true and correct in all material respects.
- (i) There is no bankruptcy, receivership or insolvency proceeding pending or threatened against Buyer.
- (j) Buyer does not have any intention to do any of the following prior to the Closing or within the 180 days following the Closing (i) seek entry of any order for relief as debtor and a proceeding under the Code (hereinafter defined), (ii) seek consent to or not contest the appointment of a receiver or trustee for itself or for all or any part of its property, (iii) file a petition seeking relief under any bankruptcy, arrangement, reorganization or other debtor relief laws, or (iv) make a general assignment for the benefit of its creditors.
- (k) All of the Required Insurance is in full force and effect, with all required premiums paid, and contains the required Mortgagee's Clause.
- (l) All representations and warranties of Buyer referred to herein shall be true as of the date of this Agreement and the Closing and shall survive the Closing.

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

13. Buyer Principal's Representations and Warranties. Buyer Principal hereby represents and warrants to Lender that:

- (a) Buyer Principal is duly authorized to execute, deliver and perform this Agreement.
- (b) Any court or third-party approvals necessary for Buyer Principal to enter into this

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- Agreement have been obtained.
- (c) The persons executing this Agreement and constituting Buyer Principal are duly authorized to execute and deliver this Agreement.
 - (d) This Agreement and the Guaranty are in full force and effect and the transaction contemplated therein constitute valid and binding obligations of Buyer Principal, enforceable against Buyer Principal in accordance with their terms, and have not been modified either orally or in writing.
 - (e) There is no bankruptcy, receivership or insolvency proceeding pending or threatened against Buyer Principal.
 - (f) Buyer Principal does not have any intention to do any of the following prior to the Closing or within the 180 days following the Closing: (i) seek entry of any order for relief as debtor and a proceeding under the Code (hereinafter defined), (ii) seek consent to or not contest the appointment of a receiver or trustee for itself or for all or any part of its property, (iii) file a petition seeking relief under any bankruptcy, arrangement, reorganization or other debtor relief laws, or (iv) make a general assignment for the benefit of its creditors.
 - (g) All representations and warranties referred to herein shall be true as of the date of this Agreement and Closing and shall survive Closing.

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

14. Release of Seller and Seller Principal. Lender hereby releases Seller and Seller Principal from all liability and obligations under the Loan Documents arising from and after the Closing, including, but not limited to, repayment of the Loan, but excepting, without limitation (i) any environmental or other damage to the Property occurring prior to the Closing, (ii) any obligations arising from the Purchase Agreement, (iii) any liability related to or arising from Seller's or Seller Principal's acts or omissions occurring prior to the Closing, and (iv) any liability related to or arising from fraudulent or tortious conduct, including intentional misrepresentation of financial data presented to Lender.

15. Release of Lender. Seller and Seller Principal, for themselves and for their agents, employees, representatives, officers, directors, general partners, limited partners, joint shareholders, beneficiaries, trustees, administrators, subsidiaries, affiliates, employees, servants and attorneys (collectively, the "Seller Releasing Parties") jointly and severally release and forever discharge Lender and Midland Loan Services, Inc., and their respective successors, assigns, partners, directors, officers, employees, agents, attorneys, administrators, trustees, subsidiaries, affiliates, beneficiaries, shareholders and representatives from all liabilities, obligations, costs, expenses, claims and damages, at law or in equity, known or unknown, which any of the Seller Releasing Parties may now or hereafter hold or claim to hold under common law or statutory right, arising in any manner out of the Property, the Loan, any of the Loan Documents or any of the documents, instruments or any other transactions relating thereto or the transactions contemplated thereby. Without limiting the generality of the foregoing, this release shall include the following matters: (a) all aspects of this Agreement and the Loan Documents, any negotiations, demands or requests with respect thereto, and (b) Lender's exercise or attempts to

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exercise any of its rights under this Agreement, any of the Loan Documents, at law or in equity. The Seller Releasing Parties agree that this release is a full, final and complete release and that it may be pleaded as an absolute bar to any or all suit or suits pending or which may thereafter be filed or prosecuted by any of the Seller Releasing Parties, or anyone claiming by, through or under any of the Seller Releasing Parties. The Seller Releasing Parties agree that this release is binding upon each of them and their respective agents, employees, representatives, officers, directors, general partners, limited partners, joint shareholders, beneficiaries, trustees, administrators, subsidiaries, affiliates, employees, servants and attorneys.

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

16. Ratification and Confirmation of the Loan. Buyer agrees to perform each and every obligation under the Loan Documents, as specifically modified by this Agreement, in accordance with their respective terms and conditions. Buyer ratifies, affirms, reaffirms, acknowledges, confirms and agrees that the Loan Documents, as specifically modified by this Agreement, remain in full force and effect and represent legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their terms. Buyer agrees that this Agreement does not diminish, impair, release or relinquish the liens, powers, titles, security interests and rights securing or guaranteeing payment of the Loan, including the validity or first priority of the liens and security interests encumbering the Property granted Lender by the Loan Documents.

At all times Buyer shall comply with all terms of the Loan Documents, including without limitation, the insurance requirements of the Loan Documents. Although the Lender may accept certain evidence of insurance for purposes of closing the Transfer and Assumption, the Lender or its servicer may at any time and from time to time request additional insurance information from Buyer to ensure or monitor Buyer's compliance with the insurance provisions of the Loan Documents and may request that Buyer provide such coverages as Lender or its servicer may require consistent with the terms of the Loan Documents. By entering into this Agreement, Lender specifically does not waive or modify any of the insurance requirements under the Loan Documents nor any of the remedies provided therein for failure to secure such required insurance coverage.

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

18. Bankruptcy of Buyer or Buyer Principal. Buyer covenants and agrees that in the event Buyer shall (i) file any petition with any bankruptcy court or be the subject of any petition under the United States Bankruptcy Code (11 U.S.C. §101 *et seq.*, the "Code"), (ii) file or be the subject of any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or other relief for debtors, (iii) have sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator, or liquidator, or (iv) be the subject of any order, judgment, or decree entered by any court of competent jurisdiction approving a petition filed against such party for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or relief for debtors, Lender shall thereupon be entitled, and Buyer irrevocably consent, to the entry of an order by a bankruptcy court granting to Lender relief from any automatic stay imposed by Section 362 of the Code, or otherwise, on or against the exercise of the rights and remedies otherwise available to Lender as provided in the Loan Documents, this Agreement or as otherwise provided by law or in equity, and Buyer irrevocably waives its right to object to, attempt to enjoin or otherwise interfere with such relief and the exercise and enforcement by Lender of its rights and remedies following entry of such order. Without limiting the generality of the immediately preceding sentence, Buyer agrees that Lender will be entitled to and it consents to immediate relief from the automatic stay imposed by the Code to allow Lender to take any and all actions necessary, desirable or appropriate to enforce any rights Lender may have under the Loan Documents including, but not limited to, the right to possession of the Property, collection of rents, and/or the commencement or continuation of an action to foreclose Lender's liens and security interests. Buyer further agrees that the filing of any petition for relief under the Code which postpones, prevents, delays or otherwise hinders Lender's efforts to collect the amounts due under the Note or to liquidate any of the collateral therefor shall be deemed to have been filed in bad faith and, therefore, shall be subject to prompt dismissal or conversion to a liquidation case under the Code upon motion therefor by Lender. Further, Buyer agrees that it will not seek, apply for or cause the entry of any order enjoining, staying, or otherwise prohibiting or interfering with Lender's obtaining an order granting relief from the automatic stay and enforcement of any rights which Lender may have under the Loan Documents, including, but not limited to, Lender's right to possession of the Property, collection of rents and/or the commencement or continuation of an action to foreclose Lender's liens and security interests under the Loan Documents.

Buyer Principal covenants and agrees that in the event Buyer Principal shall (i) file any petition with any bankruptcy court or be the subject of any petition under the Code, (ii) file or be the subject of any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law

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

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

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20. Impound Accounts. The Seller hereby assigns to the Buyer, its successors and assigns, all of its rights, title and interest in and to the reserve accounts, impound accounts and/or Escrow Deposits which have been established with Lender for the payment of taxes, assessments, repairs and replacements, production of financial reports, tenant rollover, tenant improvements and insurance, and the Lender and Midland Loan Services, Inc., are hereby released from any further responsibility to the Seller in connection with such accounts.

21. Single Purpose Entity; Special Member; Independent Manager. Until the indebtedness provided in the Note has been paid in full to Lender and Buyer, its successors and/or assigns have satisfied all covenants, conditions and agreements contained in the Loan Documents (collectively, the "Debt"), Buyer's Operating Agreements shall contain the provisions attached hereto as Exhibit B, Buyer shall not amend its organizational documents without the prior written consent of Lender, and Buyer shall comply fully with the provisions of its organizational documents relating to single purpose and single asset entities, the special member and independent manager.

22. Compliance with Anti-Terrorism Orders.

(i) Buyer will not permit the transfer of any interest in Buyer to any person or entity who is listed on the Lists or whose beneficial owners are listed on the specially Designated Nationals and Blocked Persons List (the "List") maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (September 25, 2001) (the "Order") and/or any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Executive Orders (such lists are collectively referred to as the "Lists").

(ii) Buyer will not knowingly enter into a Lease with any party who is either (A) listed on the Lists or (B) engaged in illegal activities.

(iii) Buyer shall immediately notify Lender if it becomes known to Buyer that any member or beneficial owner of Buyer is listed on the Lists or (A) is indicted on, or (B) arraigned and held over on charges involving money laundering or predicate crimes to money laundering.

(iv) Buyer shall immediately notify Lender if it becomes known to Buyer that any tenant at the Property is listed on the Lists or (A) is convicted on, (B) pleads *not* contendere to, (C) is indicted on or (D) is arraigned and held over on charges involving money laundering or predicate crimes to money laundering.

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

24. Liability. If any party hereto consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several. This Agreement shall be

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binding upon and inure to the benefit of the parties hereto and their respective successors and assigns forever.

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

26. Applicable Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located. The parties hereto submit to personal jurisdiction in the state courts located in said state and the federal courts of the United States of America located in said state for the enforcement of any obligations hereunder and waive any and all personal rights under the law of any other state to object to jurisdiction within such state for the purposes of any action, suit, proceeding or litigation to enforce such obligations.

27. No Restrictions on Performance. The execution and delivery of this Agreement and compliance with the provisions hereof, will not conflict with, or constitute a breach of or a default under any agreement or other instrument to which any party hereto is a party or by which it is bound.

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

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

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

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31. Sole Discretion of Lender. Wherever pursuant to this Agreement, Lender exercises any right given to it to approve or disapprove, or any arrangement or term is to be satisfactory to Lender, Lender's decision to approve or disapprove or to decide that arrangements or terms are satisfactory or not satisfactory shall be in the sole and absolute discretion of Lender and shall be final and conclusive, except as may be otherwise expressly and specifically provided herein.
32. Headings, Etc. The headings and captions of various paragraphs of this Agreement are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.
33. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same Agreement.
34. Integration, Survival. This Agreement and the Loan Documents embody the entire agreement by and between the parties hereto with respect to the Loan, and any and all prior correspondence, discussions or negotiations are deemed merged therein. Except as otherwise specifically provided herein, all obligations of any party contained in this Agreement or the Loan Documents shall survive the Closing and Lender hereby preserves all of its rights against all persons or entities and all collateral securing the Loan, including, without limitation, the Property.
35. No Oral Change. This Agreement, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of any party hereto, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.
36. Notices. Except as otherwise specified herein, any notice, consent, request or other communication required or permitted hereunder shall be in writing and shall be deemed properly given if delivered in accordance with the notice requirements contained in the Loan Documents using the address for a party hereto set forth at the top of the first page of this Agreement; provided, however, that all notices to be sent to borrower under the Loan Documents, shall from and after the date hereof be sent to the following, and when so sent, shall constitute effective notice to each entity constituting Buyer:

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Borrower--Woodfield Gardens Apartments
c/o Sparks & Associates
700 Perrie Drive, Suite 115
Elk Grove Village, Illinois 60007
Facsimile No.: 847-427-5821

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

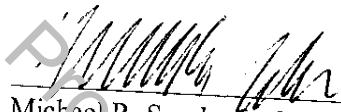
[Signatures contained on the next page]

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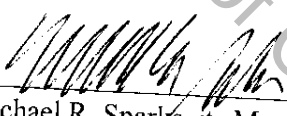
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day, month and year first above written.

BUYER:

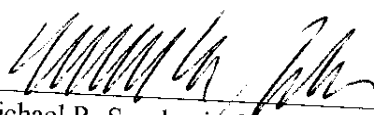
W/G LCD LLC,
a Delaware limited liability company

By: 
Michael R. Sparks, its Manager

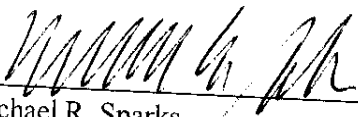
W/G KRISTINA 123 LLC,
a Delaware limited liability company

By: 
Michael R. Sparks, its Manager

W/G SPI LLC,
a Delaware limited liability company

By: 
Michael R. Sparks, its Manager

BUYER PRINCIPAL:


Michael R. Sparks


James C. Mansfield

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SELLER:

FUND VII WG ROLLING MEADOWS, L.L.C.,
a Delaware limited liability company

By: Waterton Residential Property Fund VII, L.L.C.,
a Delaware limited liability company,
its Managing Member

By: Waterton Fund VII Investors, LLC,
a Delaware limited liability company,
its Managing Member

By: Waterton Associates L.L.C.,
an Illinois limited liability company,
its Managing Member

By: _____
Print Name: _____
Title: _____

SELLER PRINCIPAL:

David R. Schwartz

Peter M. Vilim

LENDER:

U.S. Bank National Association as Trustee for J.P. Morgan
Commercial Mortgage Finance Corporation, Mortgage
Pass-Through Certificates, Series 1999-C8

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

By: 
C.J. Supple, Executive Vice President

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SELLER:

FUND VII WG ROLLING MEADOWS, L.L.C.,
a Delaware limited liability company

By: Waterton Residential Property Fund VII, L.L.C.,
a Delaware limited liability company,
its Managing Member

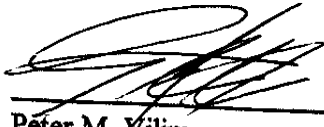
By: Waterton Fund VII Investors, LLC,
a Delaware limited liability company,
its Managing Member

By: Waterton Associates L.L.C.,
an Illinois limited liability company,
its Managing Member

By: _____
Print Name: _____
Title: _____

SELLER PRINCIPAL:

David R. Schwartz



Peter M. Vilim

LENDER:

U.S. Bank National Association as Trustee for J.P. Morgan
Commercial Mortgage Finance Corporation, Mortgage
Pass-Through Certificates, Series 1999-C8

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

By: _____
C.J. Sipple, Executive Vice President

UNOFFICIAL COPY


SELLER:

FUND VII WG ROLLING MEADOWS, L.L.C.,
a Delaware limited liability company

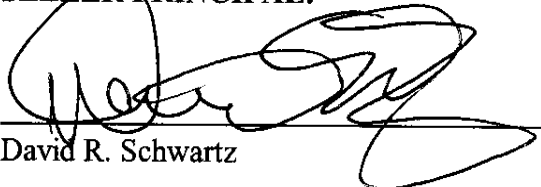
By: Waterton Residential Property Fund VII, L.L.C.,
a Delaware limited liability company,
its Managing Member

By: Waterton Fund VII Investors, LLC,
a Delaware limited liability company,
its Managing Member

By: Waterton Associates L.L.C.,
an Illinois limited liability company,
its Managing Member

By: 
Print Name: MARC SWERDLOW
Title: Executive Vice President

SELLER PRINCIPAL:


David R. Schwartz

Peter M. Vilim

LENDER:

U.S. Bank National Association as Trustee for J.P. Morgan
Commercial Mortgage Finance Corporation, Mortgage
Pass-Through Certificates, Series 1999-C8

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

By: _____
C.J. Sipple, Executive Vice President

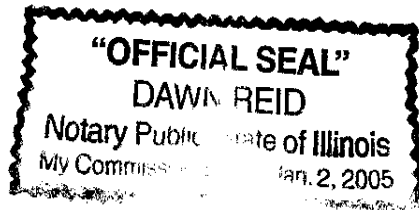
UNOFFICIAL COPY

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)

On the 29 day of July, 2004 before me, the undersigned, a Notary Public in and for said State, personally appeared Michael R. Sparks, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individuals, or the person upon behalf of which the individual acted, executed the instrument.

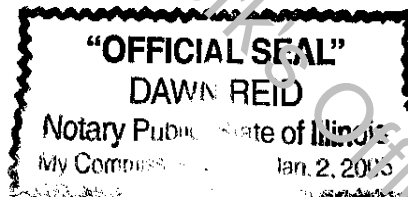
Dawn Reid
 Notary Public



STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)

On the 29 day of July, 2004 before me, the undersigned, a Notary Public in and for said State, personally appeared Michael R. Sparks, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individuals, or the person upon behalf of which the individual acted, executed the instrument.

Dawn Reid
 Notary Public



STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)

On the 29 day of July, 2004 before me, the undersigned, a Notary Public in and for said State, personally appeared Michael R. Sparks, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individuals, or the person upon behalf of which the individual acted, executed the instrument.

Dawn Reid
 Notary Public



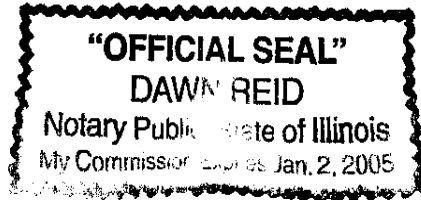
UNOFFICIAL COPY

STATE OF ILLINOIS)
COUNTY OF Cook) ss.

The foregoing instrument was acknowledged before me this 29 day of July, 2004 by Michael R. Sparks.

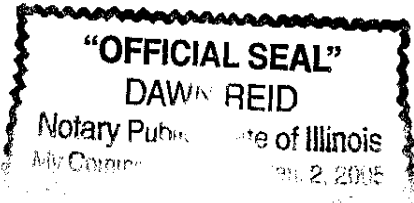
Dawn Reid
NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF Cook) ss.



The foregoing instrument was acknowledged before me this 29 day of July, 2004 by James C. Mansfield.

Dawn Reid
NOTARY PUBLIC



UNOFFICIAL COPY

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On the 29th day of July, 2004 before me, the undersigned, a Notary Public in and for said State, personally appeared Marc Swardlow, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individuals, or the person upon behalf of which the individual acted, executed the instrument.

Betsy Jaeger
Notary Public



STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 29th day of July, 2004 by David R. Schwartz.

Betsy Jaeger
NOTARY PUBLIC



STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 29th day of July, 2004 by Peter M. Vilim.

Betsy Jaeger
NOTARY PUBLIC



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STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

This instrument was acknowledged before me on July 29, 2004, by C.J. Sipple as Executive Vice President of Midland Loan Services, Inc., a Delaware corporation, the Master Servicer and Attorney-in-Fact for U.S. Bank National Association as Trustee for J.P. Morgan Commercial Mortgage Finance Corporation, Mortgage Pass-Through Certificates, Series 1999-C8.

Laurie J. Coburn

Print Name: Laurie J. Coburn
Notary Public in and for said
County and State

My Appointment Expires:

LAURIE J. COBURN
Notary Public - State of Kansas
My Appt. Exp. 8/30/06

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UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION**

PARCEL 1:

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 40 RODS OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE AFORESAID EAST 40 RODS; THENCE NORTHWARD, ALONG THE WEST LINE OF SAID EAST 40 RODS, NORTH 00 DEGREES 17 MINUTES 18 SECONDS WEST, A DISTANCE OF 406.18 FEET; THENCE SOUTH 68 DEGREES 30 MINUTES 23 SECONDS EAST, A DISTANCE OF 71.07 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 68 DEGREES 30 MINUTES 23 SECONDS EAST, A DISTANCE OF 408.93 FEET; THENCE SOUTH 05 DEGREES 29 MINUTES 38 SECONDS EAST, A DISTANCE OF 388.44 FEET; THENCE SOUTH 38 DEGREES 15 MINUTES 00 SECONDS WEST, A DISTANCE OF 235.00 FEET; THENCE SOUTH 81 DEGREES 55 MINUTES 00 SECONDS WEST, A DISTANCE OF 240.00 FEET; THENCE SOUTH 03 DEGREES 05 MINUTES 00 SECONDS EAST, A DISTANCE OF 35 FEET; THENCE SOUTH 81 DEGREES 25 MINUTES 00 SECONDS WEST, A DISTANCE OF 490 FEET; THENCE SOUTH 12 DEGREES 55 MINUTES 41 SECONDS WEST, A DISTANCE OF 422.02 FEET; THENCE NORTH 84 DEGREES 31 MINUTES 25 SECONDS WEST, A DISTANCE OF 124.05 FEET; THENCE NORTHWARD ALONG A LINE, BEING 66 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12, NORTH 00 DEGREES 23 MINUTES, 00 SECONDS WEST, A DISTANCE OF 810.93 FEET; THENCE EASTWARD ALONG A LINE, BEING 66 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12, NORTH 89 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 673.65 FEET; THENCE NORTHWARD ALONG A LINE, BEING 66 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 40 RODS OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12, NORTH 00 DEGREES 17 MINUTES 18 SECONDS WEST, A DISTANCE OF 445.57 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, BEING THE EQUIVALENT OF LOT 1 OF RAMLIN ROSE ESTATES UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 1, 1965 AS DOCUMENT NO. 19394286.

PARCEL 2:

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12; THENCE SOUTHWARD ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, SOUTH 00 DEGREES 17 MINUTES 18 SECONDS EAST, A DISTANCE OF 180 FEET;

THENCE NORTH 84 DEGREES 18 MINUTES 00 SECONDS WEST, A DISTANCE OF 22.12 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 17 MINUTES 18 SECONDS EAST, A DISTANCE OF 183.34 FEET; THENCE SOUTH 74 DEGREES 23 MINUTES 00 SECONDS WEST, A DISTANCE OF 372.19 FEET; THENCE SOUTH 05 DEGREES 57 MINUTES 00 SECONDS EAST, A DISTANCE OF 28.00 FEET; THENCE SOUTH 84 DEGREES 53 MINUTES 50 SECONDS WEST, A DISTANCE OF 566.67 FEET; THENCE NORTH 08 DEGREES 35 MINUTES 00 SECONDS WEST, A DISTANCE OF 66.00 FEET; THENCE NORTH 81 DEGREES 25 MINUTES 00 SECONDS EAST, A DISTANCE OF 395.00 FEET; THENCE NORTH 03 DEGREES 05 MINUTES 00 SECONDS WEST, A DISTANCE OF 35.00 FEET; THENCE NORTH 81 DEGREES 55 MINUTES 00 SECONDS EAST, A DISTANCE OF 240.00 FEET; THENCE NORTH 38 DEGREES 15 MINUTES 00 SECONDS EAST, A DISTANCE OF 235.00 FEET; THENCE SOUTH 84 DEGREES 18 MINUTES 00 SECONDS EAST, A DISTANCE OF 157.88 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, BEING THE EQUIVALENT OF LOT 2 (EXCEPTING THE EASTERLY 22.00 FEET OF SAID LOT 2, AS MEASURED PERPENDICULAR TO THE EASTERLY LINE THEREOF) OF RAMLIN ROSE ESTATE UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 1, 1965 AS DOCUMENT NO. 19394286.

PARCEL 3:

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF THAT PART OF FRACTIONAL SECTION 7, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERNMOST CORNER OF LOT 2 OF RAMLIN ROSE ESTATES UNIT NO. 1, RECORDED MARCH 1, 1965 AS DOCUMENT NO. 19394286, THENCE EASTWARD, ALONG THE NORTHERNMOST LINE OF SAID LOT 2, SOUTH 84 DEGREES 18 MINUTES 00 SECONDS EAST, A DISTANCE OF 157.88 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 18 SECONDS EAST, A DISTANCE OF 183.34 FEET; THENCE SOUTH 74 DEGREES 23 MINUTES 00 SECONDS WEST, A DISTANCE OF 372.19 FEET; THENCE SOUTH 05 DEGREES 57 MINUTES 00 SECONDS EAST, A DISTANCE OF 28.00 FEET; THENCE SOUTH 84 DEGREES 53 MINUTES 50 SECONDS WEST, A DISTANCE OF 566.67 FEET; THENCE NORTH 08 DEGREES 35 MINUTES 00 SECONDS WEST, A DISTANCE OF 66.00 FEET; THENCE SOUTH 81 DEGREES 25 MINUTES 00 SECONDS WEST, A DISTANCE OF 95 FEET; THENCE SOUTH 12 DEGREES 55 MINUTES 41 SECONDS WEST, A DISTANCE OF 422.02 FEET; THENCE

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SOUTH 84 DEGREES 31 MINUTES 25 SECONDS EAST, A DISTANCE OF 884.92 FEET; THENCE NORTH 48 DEGREES 17 MINUTES 22 SECONDS EAST, A DISTANCE OF 166.73 FEET; THENCE NORTHEASTWARD ALONG A CURVED LINE, CONVEXED TO THE SOUTHEAST, OF 492.50 FEET IN RADIUS, HAVING A CHORD LENGTH OF 78.51 FEET ON A BEARING OF NORTH 35 DEGREES 08 MINUTES 48 SECONDS EAST, FOR AN ARC LENGTH OF 78.59 FEET TO A POINT OF TANGENCY; THENCE NORTH 30 DEGREES 34 MINUTES 31 SECONDS EAST, A DISTANCE OF 66.17 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTWARD ALONG A CURVED LINE, CONVEXED TO THE NORTHWEST OF 420.50 FEET IN RADIUS, FOR AN ARC LENGTH OF 93.14 TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTWARD ALONG A CURVED LINE, CONVEXED TO THE NORTHWEST, OF 320.50 FEET IN RADIUS, FOR AN ARC LENGTH OF 132.96 FEET TO A POINT OF TANGENCY; THENCE NORTH 67 DEGREES 02 MINUTES 11 SECONDS EAST, A DISTANCE OF 89.20 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTWARD ALONG A CURVED LINE, CONVEXED TO THE SOUTHEAST, OF 120.39 FEET IN RADIUS, FOR AN ARC LENGTH OF 133.63 FEET TO A POINT OF TANGENCY; THENCE NORTH 03 DEGREES 26 MINUTES 34 SECONDS EAST, A DISTANCE OF 721.27 FEET TO THE MOST EASTERLY CORNER OF THE TRACT OF LAND CONVEYED BY DEED RECORDED NOVEMBER 14, 1984 AS DOCUMENT NO. 27336988; THENCE NORTH 89 DEGREES 06 MINUTES 47 SECONDS WEST, ALONG THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 310.03 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 18 SECONDS WEST, A DISTANCE OF 120.76 FEET; THENCE NORTH 68 DEGREES 30 MINUTES 23 SECONDS WEST, A DISTANCE OF 230.74 FEET; THENCE SOUTH 5 DEGREES 29 MINUTES 38 SECONDS EAST, A DISTANCE OF 388.44 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Tax No.	07-12-203-007	Volume No. 187
Tax No.	07-12-203-008	Volume No. 187
Tax No.	07-12-203-011	Volume No. 187
Tax No.	08-07-203-012	Volume No. 049

4700 ARBOR DRIVE
Rolling Meadows, IL

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EXHIBIT B

ORGANIZATIONAL REQUIREMENTS

(Capitalized terms used below but not otherwise defined below or in this Agreement shall have the meanings set forth in each Buyer's respective Operating Agreement. Further, the percentage tenancy-in-common interest of each Buyer in the Real Property shall be as follows: (i) SPI 42.75%; (ii) LCD 43.00%; (iii) Kristina 14.25%.)

The purpose of the Company is to acquire, own and dispose of a ____% tenancy-in-common interest in the Real Property and to engage in all acts incident thereto, including the management, leasing and mortgaging of the Real Property. Provided, however, that notwithstanding any other provision of this Agreement, so long as any amount remains outstanding under the Loan, the purpose of the Company is solely to engage in the following activities:

- (A) To acquire a ____% tenant-in-common interest in the Real Property;
- (B) To own, hold, sell, assign, transfer, operate, lease, manage, mortgage, pledge and otherwise deal with the Real Property;
- (C) To assume the Loan, and to refinance the Real Property in connection with a permitted repayment of the Loan; and
- (D) To exercise all powers enumerated in the Act, as such Act may be amended from time to time, that are necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

The Company, and the Manager, on behalf of the Company, may enter into and perform all documents, agreements, certificates, or financing statements evidencing or securing the Loan, contemplated thereby or related thereto (collectively, the "**Loan Documents**"), all without any further act, vote or approval of any Member or other person or entity notwithstanding any other provision of this Agreement, the Act or applicable law, rule or regulation. The foregoing authorization shall not be deemed a restriction on the powers of the Manager to enter into other agreements on behalf of the Company.