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RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:

Midland Loan Services, Inc.
10851 Mastin, Suite 300
Overland Park, KS 66210
Attention: Shay Janssen
MLS Loan #: 03-0232220



Doc#: 0424734123
Eugene "Gene" Moore Fee: \$90.50
Cook County Recorder of Deeds
Date: 09/03/2004 02:45 PM Pg: 1 of 34

Property of Cook County
CONSENT
AND ASSUMPTION AGREEMENT
WITH LIMITED RELEASE

This Consent and Assumption Agreement With Limited Release (this "Agreement") is entered into as of August 26, 2004 by and among Arlington, LLC, an Illinois limited liability company, with an address of 180 North Michigan Avenue, Suite 200, Chicago, Illinois 60601 ("Seller") M&J Wilkow, Ltd., an Illinois corporation, with an address of 180 North Michigan Avenue, Suite 200, Chicago, Illinois 60601 ("Prior Principal"), New Plan of Arlington Heights, LLC, a Delaware limited liability company, with an address of 1120 Avenue of the Americas, 12th Floor, New York, New York 10036 ("Buyer"), New Plan Property Holding Company, a Maryland real estate investment trust, with an address of 1120 Avenue of the Americas, 12th Floor, New York, New York 10036 ("New Principal"), and LaSalle Bank National Association, as trustee for the registered Holders of Credit Suisse First Boston Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2002-CP3, with an address of c/o Midland Loan Services, Inc., 10851 Mastin, Suite 300, Overland Park, Kansas 66210 (collectively referred to herein as "Lender").

RECITALS

A. Seller is the owner of certain real property located in Cook County, Illinois, commonly known as Annex of Arlington, 1-115 West Rand Road, Arlington Heights, Illinois, 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".

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34

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B. Lender is the owner and holder of certain documents (the "Loan Documents") evidencing and securing a loan (the "Loan") made by Column Financial, Inc., a Delaware corporation ("Original Lender") to Seller, including, without limitation, the:

- (i) Promissory Note (the "Note") dated as of March 28, 2002, in the original principal amount of \$18,250,000.00, executed by Seller, as maker, in favor of Original Lender;
- (ii) Mortgage, Security Agreement and Fixture Financing Statement (the "Security Instrument") dated as of March 25, 2002, to be effective as of March 28, 2002, executed by Seller in favor of Original Lender, filed for record April 2, 2002, in the Office of the Recorder of Deeds, in and for Cook County, Illinois (the "Recording Office") in Book 2855, at Page 0239 as Instrument No. 0020371559;
- (iii) Assignment of Leases and Rents (the "Assignment of Leases") dated as of March 25, 2002 to be effective March 28, 2002, executed by Seller in favor of Original Lender, filed for record April 2, 2002 in the Recording Office in Book 2855, at Page 0240 as Instrument No. 0020371560;
- (iv) Consent and Agreement (the "Consent Agreement") dated as of March 28, 2002, executed by Prior Principal in favor of Original Lender, filed for record April 2, 2002 in the Recording Office in Book 2855, at Page 0242 as Instrument No. 0020371562.
- (v) Hazardous Substances Indemnity Agreement dated as of March 28, 2002, executed by Seller in favor of Original Lender ("Prior HS Agreement");
- (vi) Indemnity and Guaranty Agreement dated as of March 28, 2002 executed by Prior Principal in favor of Original Lender ("Prior Indemnification");
- (vii) Cash Management Agreement dated as of March 28, 2002 executed by Seller, Prior Principal and Original Lender ("Cash Management Agreement");
- (viii) UCC Financing Statement listing Seller, as debtor, and Original Lender, as secured party, filed with the Secretary of State of Illinois as Instrument No. 5027926;
- (ix) UCC Financing Statement listing Seller, as debtor, and Original Lender, as secured party, filed with the Recording Office on April 2, 2002 in Book 2855, at Page 0241 as Instrument No. 002031561; and
- (x) Such other documents evidencing or securing the Loan.

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 July 1, 2002.

D. Seller and New Plan Excel Realty Trust, Inc., a Maryland Corporation ("NXL") have entered into a Purchase and Sale Agreement dated April 30, 2004 as amended by a certain First Amendment to

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Purchase and Sale Agreement (the "Purchase Agreement"). The Purchase Agreement has been assigned from New Principal to Buyer and Buyer assumed all obligations thereunder. Pursuant to the Purchase Agreement, the Property is to be transferred to Buyer and Buyer is to assume the Loan (the "Transfer and Assumption"), and Seller and Buyer have requested that Lender consent to the Transfer and Assumption.

E. 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:

1. Consent to Transfer. Subject to satisfaction of all of the conditions contained herein, Lender consents to 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 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 \$17,919,522.08.
- (b) The interest rate of the Note is a fixed rate of 7.85% per annum.
- (c) The maturity date of the Note is April 11, 2012.
- (d) The following listed payments are due and payable on the eleventh day of each and every calendar month:

\$132,008.62 principal and interest installments;
 \$106,252.15 tax escrow deposits;
 \$3,605.00 insurance escrow deposits;
 \$2,467.00 replacement reserve escrow deposits; and
 \$10,850.00 tenant improvement and leasing commission escrow deposits.

- (e) The current balance of each escrow account held by Lender with respect to the Loan Note is:

\$747,379.43 tax escrow account;
 \$62,139.56 insurance escrow account;
 \$34,637.54 replacement reserve escrow account;
 \$232,483.47 tenant improvement and leasing commission reserve account; and
 \$24,600.00 environmental reserve account.

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- (f) All required payments due through August 11, 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 of the parties concurrently with the Closing.
- (b) The execution, delivery and recordation or filing, as applicable, of one or 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 or otherwise approved by Lender (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 LaSalle Bank National Association, as trustee for the registered Holders of Credit Suisse First Boston Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2002-CP3, its successors and/or assigns, c/o Midland Loan Services, Inc., Master Servicer, 10851 Mastin, Overland Park, Kansas 66210; re: Loan Number 03-0232220.
- (d) Lender's receipt of satisfactory Title Policy (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 execution and delivery of an Indemnity and Guaranty Agreement ("New Guaranty") by New Principal, in form and substance acceptable to Lender in its sole and absolute discretion.
- (h) The execution and delivery of a Hazardous Substance Indemnity Agreement ("New HS Agreement") by New Principal and Buyer, in form and substance acceptable to Lender in its sole and absolute discretion.
- (i) The execution and delivery of a Cash Management Agreement ("New Lockbox") by Buyer, in form and substance acceptable to Lender in its sole and absolute discretion.
- (j) The execution and delivery of a Clearing Bank Instruction Letter ("Clearing Letter") by Buyer, in form and substance acceptable to Lender in its sole and absolute discretion.

The written instruction of Lender or Lender's counsel to the Title Company (as hereinafter defined) to close the transaction contemplated herein shall be deemed to be Lender's confirmation that to the best of its knowledge, information and belief, all of the foregoing conditions have been fully satisfied.

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

- (a) \$179,195.22, as an assumption fee for Lender's consent to the Transfer and Assumption of the Loan (the "Assumption Fee").
- (b) \$1,500.00, as Lender's fee for third party reports (the "Reports Fee").
- (c) \$132,008.62, which represents the required monthly principal and interest installment payment due on September 11, 2004.
- (d) \$106,252.15, which represents the required monthly tax escrow deposits due on September 11, 2004, \$2,467.00, which represents the required monthly replacement reserve escrow deposits due on September 11, 2004, \$10,850.00, which represents the required monthly tenant improvement and leasing commission escrow deposits due on September 11, 2004, and \$3,605.00, which represents the required monthly insurance escrow deposit due on September 11, 2004 (the "Escrow Deposits").
- (e) \$5,000.00, as the non-refundable application fee.
- (f) \$350,400.00, as a deposit into the environmental reserve account.
- (g) the attorneys fees of Lender's counsel.

5. Title Policy. At Closing, Buyer shall (a) cause Fidelity National Title Insurance Company of New York (the "Title Company") to issue a mortgagee's title insurance policy in such form as Lender may require ("Title Policy"), including showing the Security Instrument, Assignment of Leases and this Agreement in Schedule A and showing that the Loan Documents are in a first lien position, and (b) pay the cost of the Title Policy, any escrow, filing or recording fees applicable to this transaction, 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.

6. 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 Loan Documents. Buyer specifically agrees that if 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 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.

7. 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

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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 other than claims arising solely and directly from the Lender's intentional misconduct or gross negligence.

8. Environmental Matters. Buyer agrees, at its sole cost and expense, to keep or cause the Property to be kept free of any hazardous, toxic or infectious substance, material, gas or waste, including, without limitation, asbestos, petroleum products and underground storage tanks, which is or becomes regulated by any governmental authority with jurisdiction over the Property or Buyer, or which has been identified as a toxic cancer-causing, or other hazardous substance (collectively the "Hazardous Materials"), and to remove or take remedial action with regard to any Hazardous Materials released into the environment at, on or near the Property, provided that:

- (a) Any such removal or remedial action shall be undertaken in a manner so as to minimize any impact on tenants of the Property.
- (b) Buyer shall indemnify Lender for any action taken by Buyer to comply with this requirement.
- (c) In the event Buyer fails to fully comply and satisfy this requirement and fails to cure such failure within 30 days after Lender gives written notice to Buyer, Lender may, at its sole option declare the Loan immediately due and payable and/or cause the Hazardous Materials to be removed from the Property and add all costs incurred in effecting the removal to the balance of the Loan. Buyer grants to Lender and its agents and employees access to the Property and the license to remove such Hazardous Materials.

Lender acknowledges receipt of a certain report dated June 15, 2004 entitled "Groundwater Monitoring and Remediation Progress Report 2nd Quarter 2004, Arlington Heights/Barney II Foundation, 1930, Arlington Heights Road, Arlington Heights, Illinois, LPC #0314035058 - Cook County (the "Environmental Report").

9. Environmental Indemnification. Supplementing the terms of the Loan Documents, Buyer acknowledges and agrees that it will reimburse, defend, indemnify and hold Lender, its officers, agents, loan servicers and employees harmless from and against any and all liabilities, claims, damages, penalties, expenditures, losses or charges (including, but not limited to, all costs of investigation, monitoring, reasonable legal fees, remedial response, removal, restoration or permit acquisition) which may now or in the future, be undertaken, suffered, paid, awarded, assessed or otherwise incurred as a result of:

- (a) any Hazardous Materials existing on, in, above or under the Property at the time of execution of this Agreement or at any time in the future;
- (b) any investigation, monitoring, cleanup, removal, restoration, remedial response or remedial work undertaken with regard to Hazardous Materials on, in, above or under the Property.

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10. Seller's Representations & Warranties. Seller hereby represents and warrants 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) To the best of Seller's knowledge, information and belief, 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 under the Loan Documents.
- (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 in the Purchase Agreement are true and correct.
- (j) All representations and warranties referred to herein shall be true in all material respects 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.

11. Prior Principal's Representations and Warranties. Prior Principal hereby represents and warrants that:

- (a) Any court or third-party approvals necessary for Prior Principal to enter into this Agreement have been obtained.
- (b) The entities and/or persons executing this Agreement on behalf of Prior Principal is duly authorized to execute and deliver this Agreement.
- (c) This Agreement and the Prior Indemnification are in full force and effect and the transactions contemplated therein constitute valid and binding obligations of Prior Principal, enforceable against Prior Principal in accordance with their terms and have not been modified either orally or in writing.
- (d) Lender has not waived any requirements of the Loan Documents nor any of Lender's rights thereunder.
- (e) To the best of Prior Principal's knowledge, information and belief, 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 under the Loan Documents.

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- (f) All representations and warranties referred to herein shall be true in all material respects 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.

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

- (a) Buyer is duly authorized to execute, deliver and perform this Agreement, the New HS Agreement, the New Lockbox and any other documents and instruments executed by Buyer in connection herewith.
- (b) Any court or third-party approvals necessary for Buyer to enter into this Agreement, the New Lockbox and the New HS 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, the New HS Agreement, the New Lockbox and any other documents and instruments executed by Buyer in connection herewith.
- (d) This Agreement, the New HS Agreement, the New Lockbox and any other documents and instruments executed by Buyer in connection herewith 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 the best of Buyer's knowledge, information and belief, 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 under the Loan Documents.
- (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 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.

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- (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 referred to herein shall be true in all material respects 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.

13. New Principal's Representations and Warranties. New Principal hereby represents and warrants that:

- (a) Any court or third-party approvals necessary for New Principal to enter into the New Guaranty, New HS Agreement and this Agreement have been obtained.
- (b) The entities and/or persons executing the New Guaranty, New HS Agreement and this Agreement on behalf of New Principal is duly authorized to execute and deliver the New Guaranty, New HS Agreement and this Agreement.
- (c) This Agreement, the New Guaranty and the New HS Agreement are in full force and effect and the transactions contemplated therein constitute valid and binding obligations of New Principal, enforceable against New Principal in accordance with their terms and have not been modified either orally or in writing.
- (d) Lender has not waived any requirements of the Loan Documents nor any of Lender's rights thereunder.
- (e) To the best of New Principal's knowledge, information and belief, 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 under the Loan Documents.
- (f) All representations and warranties referred to herein shall be true in all material respects 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. Limited Release of Seller and Prior Principal. Lender hereby releases Seller 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 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. Lender hereby does release Prior Principal from all liability and obligations it may now or hereafter have under the Prior Indemnification, Consent Agreement and Cash Management Agreement, except for any liability or obligation under said Prior Indemnification, Consent Agreement and Cash Management Agreement attributable to any act or omission occurring prior to the date hereof.

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15. Release of Lender. Seller, for itself and for its 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 exercise any of its rights under this Agreement or 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.

Prior Principal, for itself and for its agents, employees, representatives, officers, directors, general partners, limited partners, joint shareholders, beneficiaries, trustees, administrators, subsidiaries, affiliates, employees, servants and attorneys (collectively, the "Prior Principal 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 Prior Principal 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 exercise any of its rights under this Agreement or any of the Loan Documents, at law or in equity. The Prior Principal 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 Prior Principal Releasing Parties, or anyone claiming by, through or under any of the Prior Principal Releasing Parties. The Prior Principal 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, for itself and for its agents, employees, representatives, officers, directors, general partners, limited partners, 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,

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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, to the extent permitted by applicable law, 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.

New Principal, for itself and for its agents, employees, representatives, officers, directors, general partners, limited partners, joint shareholders, beneficiaries, trustees, administrators, subsidiaries, affiliates, employees, servants and attorneys (collectively, the "New Principal 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 New Principal 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 New Principal Releasing Parties, or anyone claiming by, through or under any of the New Principal Releasing Parties. The New Principal Releasing Parties agree that, to the extent permitted by applicable law, 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.

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

18. 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

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compliance with and performance of the Loan Documents, including, without limitation, any reporting, insurance or financial covenants contained therein. 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.

19. Bankruptcy of Buyer or New 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 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 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.

New Principal covenants and agrees that in the event New 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 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 New 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 New Principal irrevocably waives its right to object to,

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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, New 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. New 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, New 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.

20. 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 Document (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.

21. 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.

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

23. 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.

24. Applicable Law; Jurisdiction. This Agreement shall be governed 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

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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.

25. 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.

26. 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.

27. Securities Act of 1933. Neither Seller, Buyer, New 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, Buyer, New 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.

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

29. Sole Discretion of Lender. Whenever 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.

30. 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.

31. 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.

32. 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.

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33. 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.

34. 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.

35. Managing Agent. The Seller and the Buyer have requested, (i) upon a transfer of title to the Property from Seller to Buyer that the Management Agreement between Seller and M & J Wilkow, Ltd., be terminated, and (ii) that the Buyer be permitted to execute a Management Agreement with New Plan Excel Realty Trust, Inc., for management and operation of the Property. Pursuant to Section 1.29 of the Security Instrument, the Lender hereby agrees to the foregoing items (i) and (ii) and that the "Manager" for purposes of Section 1.29 of the Security Instrument is hereby substituted to be New Plan Excel Realty Trust, Inc. On the date hereof, New Plan Excel Realty Trust, Inc., Buyer and Lender shall enter into a Conditional Assignment of Management Agreement.

36. 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.

37. 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 of, 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 nolo contendere to, (C) is indicted on or (D) is arraigned and held over on charges involving money laundering or predicate crimes to money laundering.

38. Miscellaneous. The Lender, Buyer and New Principal hereby agree to the following with respect to the Loan Documents:

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- (a) Notwithstanding the provisions of section 1.13(a) of the Security Instrument, Lender hereby agrees that so long as (i) the Buyer is the title owner of the Property, and (ii) the stock of New Plan Excel Realty Trust, Inc., a Maryland corporation (which entity is the sole shareholder of New Principal), remains publically traded on a nationally recognized exchange; the transfer of such publically traded stock in the ordinary course of business shall not be deemed a transfer under the Security Instrument and shall not require the consent of the Lender.
- (b) Section 1.22 of the Security Instrument shall be revised to change (a) the name and address of the Mortgagor/Debtor to New Plan of Arlington Heights, LLC, 1120 Avenue of the Americas, 12th Floor, New York, New York 10036, Attn: Steven F. Siegel, Esq. and (b) the name and address of the Mortgagee to LaSalle Bank National Association, as trustee for the registered Holders of Credit Suisse First Boston Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2002-CP3, with an address of c/o Midland Loan Services, Inc., 10851 Mastin, Suite 300, Overland Park, Kansas 66210, Attn: Shay Janssen.
- (c) Section 1.30(a) of the Security Instrument shall be modified to also include the following within the term "Environmental Report", (i) that certain report dated June 15, 2004 by DAI Environmental, Inc. entitled "Groundwater Monitoring and Remediation Progress Report 2nd Quarter 2004, Arlington Heights/Barney II Foundation, 1930 Arlington Heights Road, Arlington Heights, Illinois, LPC #0314035058 - Cook County", (ii) that certain Scope of Work/Fixed Cost Element Proposal Site Closure via Institutional Controls Annex of Arlington Site Arlington Heights, Illinois dated June 29, 2004, and (iii) Cost Proposal/Scope of Work Remediation and Site Closure Annex of Arlington Site Arlington Heights, Illinois dated June 25, 2004 (copies of which have been furnished to Lender.). Items (ii) and (iii) of this Section 38(c) are collectively hereinafter referred to as the "Work Proposal" and item (iii) is individually referred to herein as the "Active Remediation Proposal".
- (d) Section 1.32(c) of the Security Instrument shall be modified to insert the words "except for the Management Agreement with the New Plan Excel Realty Trust, Inc., a Maryland corporation, which has been approved by Mortgagee," prior to the first word thereof
- (e) Section 4.4 of the Security Instrument is revised to change the name and address of: (i) the Mortgagee to LaSalle Bank National Association, as trustee for the registered Holders of Credit Suisse First Boston Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2002-CP3, with an address of c/o Midland Loan Services, Inc., 10851 Mastin, Suite 300, Overland Park, Kansas 66210, Attn: Shay Janssen, Facsimile No.: (914) 614-2176, and (ii) the Mortgagor to New Plan of Arlington Heights, LLC, 1120 Avenue of the Americas, 12th Floor, New York, New York 10036, Attn: Steven F. Siegel, Esq., Facsimile No.: (212) 869-7460 with a copy to Sills Cummis Epstein & Gross P.C., 399 Park Avenue, New York, New York 10022, Attn: Edwin Weinberg, Esq., Facsimile No.: (212) 643-6550.
- (f) Section C-2 of Exhibit C to the Security Instrument is deleted and Lender acknowledges that the work required thereunder has been satisfactorily completed.

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- (g) Intentionally Deleted.
- (h) Section C-6 of Exhibit C to the Security Instrument is hereby deleted.
- (i) This Agreement has been negotiated, executed and delivered on behalf of New Principal by the Trustees or officers thereof in their representative capacities under the Declaration of Trust of New Principal dated as of June 25, 2003, as amended, and not individually, and no Trustee, officer, employee, agent or shareholder of New Principal shall, by their execution of this Agreement, be bound or held to any personal liability in connection with the obligations of New Principal hereunder.
- (j) Notwithstanding the provisions of Section 1.13 of the Security Instrument, the ownership interests in Buyer (currently held entirely by New Principal) or a portion thereof may be conveyed to another entity (which transaction is hereinafter referred to as an "Intermediate Transfer" with the transferee being referred to herein as the "Transferee") provided all of the following terms and conditions are satisfied:
- (i) Buyer is the title owner of the Property and no Event of Default is then continuing under any of the Loan Documents;
- (ii) Following such Intermediate Transfer, the management and control of Buyer shall remain unchanged. For purposes hereof, "control" shall remain unchanged if: (i) the direct or indirect ownership of not less than fifty-one (51%) percent of Buyer shall remain held by NXL, and (ii) NXL retains the right to direct the day to day management and affairs of the Buyer and the consent of NXL remains required for all material decisions of Buyer.
- (iii) Buyer gives Lender written notice of its request for a Intermediate Transfer not less than sixty (60) days before the date on which such Intermediate Transfer is scheduled to occur and concurrently therewith, gives Lender, (i) all information concerning the Transferee as Lender will reasonably require to (A) determine the net worth of the Transferee in the event the Transferee is acquiring the entire ownership interest in Buyer and Buyer is requesting (or Lender is requiring) that the Transferee replace New Principal as the guarantor/indemnitor under the applicable Loan Documents, or (B) determine whether the net worth of New Principal, after any Intermediate Transfer conveying a minority interest in New Principal, remains adequate to satisfy New Principal's duties and obligations under the Loan Documents it has executed, (ii) all modifications and amendments to the organizational documents of the Borrower effectuating the Intermediate Transfer which organizational documents shall continue to comply with all applicable terms and conditions of the Loan Documents, and (iii) the organizational documents of the Transferee. If the Transferee is acquiring directly or indirectly more than a 49% ownership interest in Buyer, the Transferee shall have a net worth and liquidity equal to or greater than the net worth and liquidity of New Principal as of the date of the Intermediate Transfer, as determined by Lender in its reasonable discretion.
- (iv) Buyer pays Lender, concurrently with the closing of the Intermediate Transfer, a non-refundable fee equal to \$25,000.00 and pays all of Lender's reasonable out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements and Rating Agency fees and expenses) incurred or anticipated to be incurred by Lender in

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connection with the Intermediate Transfer. The non-refundable fee provided above shall be in-lieu of the Assumption Fee provided by Section 1.13(b)(3) of the Security Instrument. Lender may require Buyer to deposit an estimate (or a portion thereof) of the foregoing fees and expenses prior to Lender's engagement of counsel.

(v) If the Transferee is acquiring directly or indirectly more than a 49% ownership interest in Buyer, the Transferee executes without any cost or expense to Lender, a New Indemnity, New HS Agreement and such other documents as Lender shall reasonably require to evidence such Intermediate Transfer.

(vi) If the Transferee is acquiring directly or indirectly more than a 49% ownership interest in Buyer, Buyer and New Principal execute and deliver to Lender, without any cost or expense to Lender, a release of Lender, its officers, directors, employees and agents, from all claims and liability relating to the transactions evidenced by the Loan Documents, through and including the date of the closing of the Intermediate Transfer, which agreement shall be in form and substance satisfactory to Lender and shall be binding upon the Buyer and New Principal;

(vii) Subject to the provisions of Section 4.23 of the Security Instrument, the Intermediate Transfer is not construed so as to relieve Buyer of any personal liability under the Note or any of the other Loan Documents and Buyer shall execute, without any cost or expense to Lender, such documents and agreements as Lender shall reasonably require to evidence and effectuate the ratification of said personal liability;

(viii) The Intermediate Transfer is not construed so as to relieve any current guarantor or indemnitor of its obligations under any guaranty or indemnity agreement executed in connection with the Loan and each such current guarantor and indemnitor executes, without any cost or expense to Lender, such documents and agreements as Lender shall reasonably require to evidence and effectuate the ratification of each such guaranty and indemnity agreement, provided that if the Transferee approved by Lender in its reasonable discretion assumes the obligations of the current guarantor or indemnitor under its guaranty or indemnity agreement and the Intermediate Transferee executes, without any cost or expense to Lender, a Indemnity Agreement and HS Agreement in form and substance satisfactory to Lender, then Lender shall release the current guarantor or indemnitor from all obligations arising under its guaranty or indemnity agreement after the closing of such Intermediate Transfer;

(ix) The Buyer shall furnish, if the Buyer is a corporation, partnership, or other entity, all documents evidencing the Buyer's and Transferee's capacity and good standing, and the qualification of the signers to execute documents related to the Intermediate Transfer, which documents shall include, but not in any way be limited to, certified copies of all documents relating to the organization and formation of the Buyer and of the entities, if any, which are partners or members of the Buyer. The Intermediate Transfer shall be structured so that the Buyer and such constituent partners, members or shareholders of Buyer (as the case may be), as Lender may require, shall be single-purpose, single-asset "bankruptcy remote" entities, whose formation documents shall be approved by counsel to Lender;

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- (x) The Buyer, if required by Lender, shall furnish an opinion of counsel satisfactory to Lender and its counsel (i) that the Buyer's formation documents provide for the matters described in Section 38(j)(ix) hereof, (ii) that the Intermediate Transfer has been duly authorized, executed and delivered, and that the Loan Documents are valid, binding and enforceable against the Buyer in accordance with their terms, (iii) that the Buyer and any entity which is a controlling stockholder, member or general partner of Buyer, have been duly organized, and are in existence and in good standing, (iv) that the assets of the Buyer will not be consolidated with the assets of any other entity (including the Buyer's general partner or managing member, if any) having an interest in, or affiliation with, the Buyer, in the event of bankruptcy or insolvency of any such entity or such general partner or managing member, and (v) with respect to such other matters, as Lender may reasonably request;
- (xi) Except to provide for the Intermediate Transfer, there shall be no further change or modification to the Buyer's organizational documents which shall continue to comply with the terms and conditions of the Security Instrument; and
- (xii) If required under the operative documents with respect to a Secondary Market Transaction (as defined in the Security Instrument), Lender shall have received evidence in writing from the Rating Agency (as hereinafter defined) to the effect that the Intermediate Transfer will not result in a re-qualification, reduction, downgrade or withdrawal of any rating initially assigned or to be assigned in a Secondary Market Transaction or, if no such rating has been issued, in Lender's good faith judgment, such transfer shall not have an adverse effect on the level of rating obtainable in connection with the Loan.
- (k) Buyer has previously submitted its standard form lease to lender which lender has approved for purposes of Section 1.12(b) of the Security Instrument.
- (l) Section C-4 of Exhibit C of the Security Instrument is hereby deleted and Buyer and Lender hereby agree to the following provision concerning the deposit, maintenance and disbursement of an Environmental Reserve:
- (i) Environmental Reserve. Prior to the execution of this Agreement, inspection has revealed that the Property is in need of certain maintenance, repairs and/or remedial or corrective work relative to environmental concerns, subject to the terms hereof. Contemporaneously with the execution hereof, Buyer has established with Lender a reserve in the amount of \$375,000.00 (the "Environmental Reserve") by depositing such amount with Lender. Buyer shall obtain an "ELUC" or complete Active Remediation (as such terms are defined below) by completing the items described in the Work Proposal and shall perform or cause to have performed all such other items required for the issuance of a no further remediation letter for soil and ground water at the Property from the Illinois Environmental Protection Agency ("IEPA") (the "Environmental Work") to be completed, performed, remediated and corrected to the satisfaction of Lender and as necessary to bring the Property into compliance with all applicable laws, ordinances, rules and regulations on or before one year from the date of this Agreement. The Environmental Work includes,

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without limitation, the completion of all required remediation and clean-up of the contaminated groundwater on the Property as noted in the Work Proposal. The Buyer has informed the Lender that the Environmental Work may be completed in accordance with applicable law by either, (A) the utilization of institutional controls in the form of an Environmental Land Use Control ("ELUC") which is a recorded deed restriction to be approved by the IEPA prohibiting use of the Property as a potable supply of water, or (B) active remediation of the Property effectuated by, among other things, pilot tests and the injection of permanganate to remediate the Property as further described in the Active Remediation Proposal which, after such active remediation is completed, may also involve the execution of an ELUC (hereinafter "Active Remediation"). Subject to the provisions herein, the Lender hereby permits the Buyer to take the actions (A) or (B) described in the foregoing sentence. The Buyer intends to attempt to first complete the Environmental Work utilizing the ELUC and if it is unable to complete the Environmental Work by obtaining a "no further remediation letter" from the IEPA within the time period set forth above utilizing the ELUC, it will then promptly proceed with Active Remediation such that the Environmental Work will be completed within the same one year period set forth above. No disbursement from the Environmental Reserve shall be made for any expenses associated with completing the Environmental Work utilizing an ELUC. Accordingly, except as provided in Section 38(1)(ii) hereof, if the Buyer is successful in obtaining an ELUC and a no further remediation letter based thereon, the Environmental Reserve shall only be disbursed to the Buyer upon full and complete payment of any and all sums due under the Loan Documents. Buyer shall not execute the ELUC unless and until the form of the document(s) establishing the ELUC has been approved by Lender, which approval shall not be unreasonably withheld if no Event of Default (as defined below) exists and the restriction contained in the ELUC solely prohibits the use of the Property as a source of potable water. As used in this section, the term "Event of Default" shall mean a default under any of the Loan Documents or this Agreement which has not been cured within any applicable grace or cure period therein provided.

So long as no Event of Default exists (i) all sums in the Environmental Reserve shall be held by Lender in the Environmental Reserve to pay the costs and expenses of completing the Environmental Work **through Active Remediation**, and (ii) Lender shall, to the extent funds are available for such purpose in the Environmental Reserve, disburse to Buyer the amount paid or incurred by Buyer in completing, performing, remediating or correcting the Environmental Work through Active Remediation upon compliance with the following disbursement conditions:

- (a) the receipt by Lender of a written request from Buyer for disbursement from the Environmental Reserve which shall include a certification by Buyer that the applicable item of Environmental Work has been completed in accordance with the terms of this Agreement and that such sum is being utilized for Active Remediation;

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(b) delivery to Lender of invoices, receipts or other evidence satisfactory to Lender verifying the costs of the Environmental Work to be reimbursed for Active Remediation;

(c) for disbursement requests (i) in excess of \$20,000.00 with respect to any single item of Environmental Work for Active Remediation or (ii) for any single item of Environmental Work for Active Remediation that is structural in nature, delivery to Lender of (1) affidavits, lien waivers or other evidence reasonably satisfactory to Lender showing that all materialmen, laborers, subcontractors and any other parties who might or could claim statutory or common law liens and are furnishing or have furnished material or labor to the Property have been paid all amounts due for labor and materials furnished to the Property; and (2) a certification from an inspecting architect, environmental consultant, DAI Environmental, Inc. or other third party acceptable to Lender describing the completed Environmental Work and verifying the completion of such Environmental Work and the value of such completed Environmental Work for Active Remediation.

(d) the Environmental Work for Active Remediation is otherwise satisfactory to Lender and its legal counsel,

(e) as same relates solely to the request to release the final twenty percent (20.0%) of the funds in the Environmental Reserve, (i) Buyer shall provide Lender with a copy of the No Further Remediation Letter from the IEPA acknowledging that the Environmental Work has been completed to its satisfaction and in accordance with all Illinois and federal environmental laws and no further remediation or clean-up is required of Buyer, and (ii) Lender shall receive a revised environmental assessment certifying that all necessary remediation has been undertaken on the Property.

Lender shall not be required to make advances from the Environmental Reserve more frequently than one time in any calendar month. In making any payment from the Environmental Reserve, Lender shall be entitled to rely on such request from Buyer without any inquiry into the accuracy, validity or contestability of any such amount. The Environmental Reserve shall be placed in an interest bearing account and Lender agrees that income from the investment of the Environmental Reserve shall be added to and become part of such reserve; provided, however, that Lender does not warrant or guarantee any rate of return on the Environmental Reserve. Notwithstanding the foregoing, the Environmental Reserve shall not constitute a trust fund and may be commingled with other monies held by Lender. Buyer agrees that all income from the investment of the Environmental Reserve shall be reported for federal and state income tax purposes as Buyer's income and Buyer shall be fully liable for all taxes applicable to the Environmental Reserve. Buyer hereby authorizes Lender

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to provide Buyer's federal taxpayer identification number to any applicable depository institution and federal and state agencies to ensure that such income is attributed to Buyer for taxation purposes. Buyer agrees that it will promptly take any actions and execute any instruments requested by Lender to facilitate the reporting of such income as Buyer's income. In the event that the amounts on deposit or available in the Environmental Reserve are inadequate to pay the costs of the Environmental Work, Buyer shall pay the amount of such deficiency.

- (ii) Letter of Credit. Notwithstanding the foregoing, provided, (I) no uncured Event of Default exists under the Loan Documents, (II) Buyer has obtained a no further remediation letter from the IEPA utilizing an ELUC within the one year period set forth above, and (III) the full sum of \$375,000.00 remains on deposit in the Environmental Reserve; then Buyer may substitute the \$375,000.00 cash deposit held by Lender in the Environmental Reserve with a Letter of Credit in such amount complying in all respects with this Section 38(1)(ii). Buyer shall deliver to Lender an unconditional, irrevocable letter of credit upon the terms and conditions set forth herein (the "Letter of Credit") in the amount of \$375,000.00 (the "LC Amount") issued by a commercial bank acceptable to Lender in its sole and absolute discretion. The Lender approves the issuance of the Letter of Credit by the Bank of America, NA. The Letter of Credit, which shall also serve as additional security for the Loan and against which Lender may draw upon in case of an Event of Default shall, inter alia (1) be in the amount of the LC Amount; (2) provide that it shall automatically renew, annually, unless written notice is received by Lender at least sixty (60) days prior to the then current expiration date; (3) permit a draw upon presentation of a draft accompanied by a statement signed by an individual purporting to be an officer of Lender or its assignee stating that the Lender is entitled to draw under the Letter of Credit because (A) there has been an Event of Default under the Loan Documents, or (B) the Letter of Credit has not been renewed or extended at least sixty (60) days prior to its then current expiration date. The determination to be made under the preceding subparagraphs (A) and (B) shall be made in the sole discretion of the Lender. Buyer hereby acknowledges that the Letter of Credit shall not at any time be construed to be held in trust or escrow. The Letter of Credit shall be for an initial period of not less than one (1) year and shall automatically renew annually (unless written notice is received by Lender, within sixty (60) days prior to the expiration of the Letter of Credit) without any requirement of notice or demand by Lender until the full and complete payment of any and all sums due under the Loan Documents. Upon Lender's receipt of the sixty (60) day notice that the Letter of Credit will not be automatically renewed, Buyer shall have five (5) business days from Lender's receipt of said notice to provide a replacement Letter of Credit in form and content acceptable to Lender and subject to the same terms and conditions herein relating to the initial Letter of Credit issued. In the event Buyer fails to provide an acceptable replacement Letter of

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Credit as set forth above, Lender shall have the unconditional right to draw against the entire amount of the Letter of Credit prior to the expiration thereof ("Draw Date"); the proceeds of which shall be held by Lender pursuant to the terms hereof and as additional security for the Loan, may be commingled with the general funds of Lender and no interest shall be payable thereon. The failure of the issuing financial institution to honor a draw request of Lender which complies with the draw requirements of the Letter of Credit shall constitute an Event of Default. Lender shall have no obligation to return the Letter of Credit until the indebtedness evidenced by the Loan Documents is fully satisfied. The initial Letter of Credit and any replacement Letter of Credit shall be deemed to be the "Letter of Credit" unless the context otherwise indicates. Upon the occurrence of an Event of Default, Lender may draw upon the Letter of Credit and apply the proceeds thereof to such items and in such order as it deems appropriate. Upon any transfer of the Letter of Credit from Lender and/or any successor in interest of Lender to any assignee or transferee of the Loan Documents, Buyer shall pay within three (3) days from demand any transfer fee imposed by the issuing bank.

- (iii) Upon satisfaction of the following terms and conditions, as determined by Lender in its sole discretion, Lender shall promptly return the Letter of Credit, if applicable, or the remaining amounts in the Environmental Reserve to Buyer:
- (a) Buyer shall have provided a written request for the release and return of the Letter of Credit or the Environmental Reserve;
 - (b) The Environmental Work through Active Remediation has been completed;
 - (c) Buyer has delivered to Lender a copy of all documents, invoices, paid receipts and such other items that the Lender may request evidencing the payment and completion of the Environmental Work through Active Remediation;
 - (d) A copy of a no further remediation letter for soil and ground water at the Property from the IEPA issued after the completion of the Active Remediation has been delivered to the Lender; and
 - (e) A revised environmental assessment certifying that all necessary remediation has been undertaken on the Property has been delivered to the Lender.
- (iv) Upon the payment in full of all sums payable to Lender under the Loan Documents, Lender shall deliver the then existing amounts in the Environmental Reserve or, if applicable, the Letter of Credit, to Borrower.

Any violation of the terms and provisions of this Section 38(1) shall constitute an Event of Default hereunder and under the Loan Documents.

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39. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

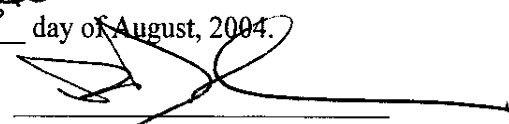
Property of Cook County Clerk's Office

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STATE OF NEW YORK)
)
) SS.
COUNTY OF NEW YORK)

I, Peter Donohue, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Dean Bernstein, the Senior Vice President of New Plan Property Holding Company, a Maryland real estate investment trust, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25th day of ~~August~~, 2004.



Notary Public
My commission expires:

[SEAL]


PETER E. DONOHUE
Notary Public, State of New York
No. 02DO5029384
Qualified in Kings County
Commission Expires June 20, 2006

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SELLER:

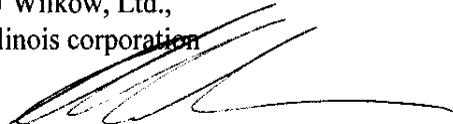
Arlington, LLC,
an Illinois limited liability company

By: Arlington Manager, Inc.,
an Illinois corporation
its Manager

By: 
Name: Marc R. Wilkow
Title: President

Prior Principal:

M&J Wilkow, Ltd.,
an Illinois corporation

By: 
Name: Marc R. Wilkow
Title: President

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
)
COUNTY OF)

SS.

I, Christine Sudicky, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Marc R. Wilkow, the President of Arlington Manager, Inc., an Illinois corporation, the Manager of Arlington, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation and limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25th day of August, 2004.

Christine Sudicky
Notary Public
My commission expires:



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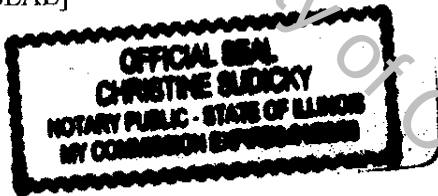
STATE OF ILLINOIS)
)
) SS.
COUNTY OF)

I, Christine Sudicky, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Marc R. Wilkow, the President of M&J Wilkow, Ltd., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25th day of August, 2004.

Christine Sudicky
Notary Public
My commission expires:

[SEAL]



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LENDER:

LaSalle Bank National Association, as trustee for the registered Holders of Credit Suisse First Boston Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2002-CP3

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

By: *C. J. Sipple*
Name: C. J. Sipple
Title: Executive Vice President

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

This instrument was acknowledged before me on August 25, 2004, by C. J. Sipple as E.V.P. of Midland Loan Services, Inc., a Delaware corporation, the Master Servicer and Attorney-in-fact for LaSalle Bank National Association, as trustee for the registered Holders of Credit Suisse First Boston Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2002-CP3.

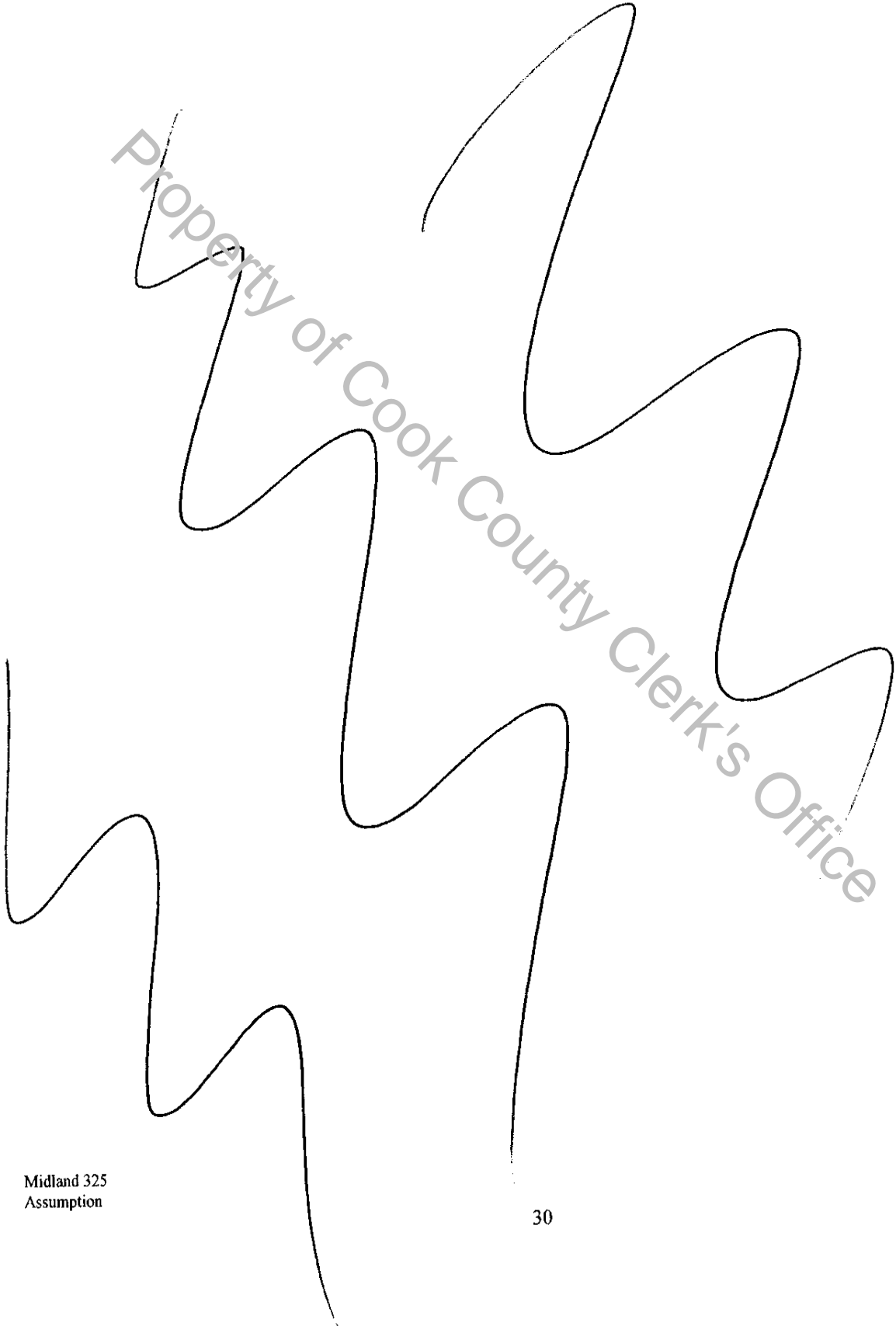
LAURIE J. COBURN
Notary Public - State of Kansas
My Appt. Exp. 8/30/06

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

My Appointment Expires:

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EXHIBIT A
Legal Description



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EXHIBIT A

Legal Description

Street Address: 1-115 West Rand Road, Arlington Heights, Illinois 60004

Permanent Tax Identification Numbers: 03-17-302-074-000
 03-17-302-075-000
 03-17-302-077-000

PARCEL 1:

That part of Lot 2 in Hardee's Rand Road Subdivision, being a subdivision of parts of the West 1/2 of the Southwest 1/4 of Section 17, and the East 1/2 of the Southeast 1/4 of Section 18, lying southwesterly of the center line of Rand Road, all in Township 42 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded July 16, 1986 as Document 86297345, and a 0.019 acre parcel south of said Lot 2, described as follows:

Beginning at the easterly most corner of said Lot 2; thence South 42 degrees 02 minutes 44 seconds West, 568.13 feet to a Southerly line of said Lot 2; thence North 89 degrees 47 minutes 42 seconds West, 28.95 feet along the said Southerly line of said Lot 2, to a point 96.40 feet, as measured along said Southerly line, east of a corner of said Lot 2; thence North 47 degrees 49 minutes 39 seconds West, 186.71 feet to a South line of said Lot 2; thence North 89 degrees 47 minutes 42 seconds West, 27.62 feet along the last described South line to a point 373.47 feet, as measured on said South line, east of the West line of the Southwest 1/4 of Section 17, aforesaid; thence North 47 degrees 57 minutes 52 seconds West, 194.53 feet; thence North 31 degrees 32 minutes 09 seconds West, 157.43 feet to a Westerly line of said Lot 2; thence North 42 degrees 00 minutes 35 seconds East along said Westerly line, 10.41 feet to a Southwesterly line of said Lot 2; thence North 47 degrees 59 minutes 25 seconds West along said Southwesterly line, 325 feet to a Northwest line of said Lot 2; thence North 42 degrees 00 minutes 35 seconds East along said Northwest line, 550.00 feet to the South line of Rand Road (said South line also being the northeasterly line of said Lot 2); thence South 47 degrees 59 minutes 25 seconds East along said South line, 246.30 feet to a corner of Lot 1 in Hardee's Rand Road Subdivision, aforesaid; thence South 42 degrees 00 minutes 35 seconds West, 230.00 feet; thence South 41 degrees 59 minutes 25 seconds East, 175 feet; thence North 42 degrees 00 minutes 35 seconds East, 230 feet to the South line of Rand Road; thence South 47 degrees 59 minutes 25 seconds East, 478.67 feet to the place of beginning, all in Cook County, Illinois.

PARCEL 2:

A perpetual non-exclusive easement established pursuant to a grant of easement dated July 10, 1990 and recorded July 26, 1990 as Document 90359319 over, across and upon the following described property for use and maintenance of a storm water retention pond for the benefit of Parcel 1:

PARCEL 2A: (Arlington Grove Portion)

That part of the West 1/2 of the Southwest 1/4 of Section 17 and the East 1/2 of the Southeast 1/4 of Section 18, lying southwesterly of the center line of Rand Road, all in Township 42 North, Range 11, East of the Third Principal Meridian described as follows:

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Commencing at the most southwesterly corner of Lot 2 in Hardee's Subdivision, being a subdivision of parts of the West 1/2 of the Southwest 1/4 of said Section 17 and the East 1/2 of the Southeast 1/4 of said Section 18, lying southwesterly of the center line of Rand Road, according to the plat thereof recorded July 16, 1986 as Document 86297345, said point being on a line 900 feet north of and parallel with the South line of the East 1/2 of the Southeast 1/4 of said Section 18, a distance of 90.69 feet West of the East line of the Southeast 1/4 of said Section 18; thence North 42 degrees 02 minutes 18 seconds East along the West line of said Lot 2, a distance of 120 feet for a point of beginning; thence North 03 degrees 44 minutes 40 seconds West, 142 feet; thence North 02 degrees 08 minutes 16 seconds East, 127.88 feet; thence North 42 degrees 02 minutes 18 seconds East, 48 feet to a point on the West line of said Lot 2; thence South 47 degrees 57 minutes 42 seconds East along the West line of Lot 2 for a distance of 183.80 feet to a bend point of said Lot 2; thence South 42 degrees 02 minutes 18 seconds West along the West line of said Lot 2 for a distance of 245.13 feet to the point of beginning, in Cook County, Illinois; and

PARCEL 2B: (Southeast Portion)

That part of the Lot 2 in Hardee's Rand Road Subdivision, being a subdivision of parts of the West 1/2 of the Southwest 1/4 of Section 17 and the East 1/2 of the Southeast 1/4 of Section 18 lying southwesterly of the center line of Rand Road, all in Township 42 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded July 16, 1986 as Document 86297345, described as follows:

Beginning at the most southwesterly corner of said Lot 2, said point being on a line 900 feet north of and parallel with the South line of the East 1/2 of the Southeast 1/4 of said Section 18, 90.69 feet West of the East line of the Southeast 1/4 of said Section 18; thence North 42 degrees 02 minutes 18 seconds East along the Westerly line of said Lot 2 for a distance of 354.43 feet; thence South 31 degrees 32 minutes 09 seconds East, 157.43 feet; thence South 47 degrees 57 minutes 52 seconds East, 194.53 feet to a point on the Southerly line of said Lot 2; thence North 89 degrees 46 minutes 28 seconds West along the Southerly line of said Lot 2 for a distance of 373.47 feet to a bend point on the Southerly line of said Lot 2, said point being on the West line of the Southwest 1/4 of said Section 17; thence South 89 degrees 49 minutes 58 seconds West along the Southerly line of said Lot 2 for a distance of 90.69 feet to the point of beginning, in Cook County, Illinois.

PARCEL 3:

Lot 1 in the Annex of Arlington Phase II, being a subdivision in the West 1/2 of the Southwest 1/4 of Section 17, Township 42 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded June 23, 1999 as Document 99569378, in Cook County, Illinois (excepting therefrom that part conveyed to the State of Illinois, Department of Transportation by Warranty Deed dated December 13, 1999 and recorded January 25, 2000 as Document 00062458 and more particularly described as follows:

PARCEL A:

That part of Lot 1 in the Annex of Arlington Phase II, being a subdivision in the West 1/2 of the Southwest 1/4 of Section 17, Township 42 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded June 23, 1999 as Document 99569378, described as follows: Beginning at the most northerly corner of said Lot 1; thence South 47 degrees 57 minutes 52 seconds East along the Northeasterly line of said Lot 1, being also the Southwesterly line of Rand Road per Document 12592035, 428.04 feet to the northeast corner of

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said Lot 1; thence South 00 degrees 01 minutes 28 seconds West along the East line of said Lot 1, being also the West line of Arlington Heights Road, 20.19 feet to an intersection with a line 15.00 feet, as measured at right angles, southwesterly of and parallel with the Northeasterly line of said Lot 1; thence North 47 degrees 57 minutes 52 seconds West along said last described parallel line, 441.56 feet to the Northwesterly line of said Lot 1; thence North 42 degrees 03 minutes 40 seconds East along the Northwesterly line of said Lot 1, 15.00 feet to the point of beginning, in Cook County, Illinois.

PARCEL B:

That part of Lot 1 in the Annex of Arlington Phase II, being a subdivision in the West 1/2 of the Southwest 1/4 of Section 17, Township 42 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded June 23, 1999 as Document 99569378, described as follows: Commencing at the northeast corner of said Lot 1; thence South 00 degrees 01 minutes 28 seconds West along the East line of said Lot 1, being also the West line of Arlington Heights Road, 20.19 feet to an intersection with a line 15.00 feet, as measured at right angles, southwesterly of and parallel with the Northeasterly line of said Lot 1; thence North 47 degrees 57 minutes 52 seconds West along said last described parallel line, 13.46 feet to a point of beginning at the intersection of said last described parallel line with a line 10.00 feet, as measured at right angles, west of and parallel with the East line of said Lot 1; thence continuing North 47 degrees 57 minutes 52 seconds West parallel with the Northeasterly line of said Lot 1, 40.00 feet; thence South 23 degrees 58 minutes 12 seconds East, 73.09 feet to a point on a line 10.00 feet, as measured at right angles, west of and parallel with the East line of said Lot 1, said point being 40.00 feet south of the point of beginning; thence North 00 degrees 01 minutes 28 seconds East parallel with the East line of said Lot 1, 40.00 feet to the point of beginning, in Cook County, Illinois.

PARCEL 4:

An easement for the benefit of Parcel 1 as created by Easement Agreement dated April 1, 1999 and recorded April 5, 1999 as Document 99322489 from Metropolitan Bank and Trust Company, as Successor Trustee to First Bank of Oak Park, as Trustee under Trust Agreement dated June 19, 1973 and known as Trust Number 10095, to American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated July 20, 1994 and known as Trust Number 118561-01, and Arlington, LLC, an Illinois limited liability company, for the purpose of parking and for ingress and egress over the following described land:

The North 88 feet of the South 738.33 feet of the East 155.00 feet (except that part thereof taken for widening of Arlington Heights Road) of that part of the West 1/2 of the Southwest 1/4 of Section 17, Township 42 North, Range 11, East of the Third Principal Meridian, lying south of the center of Rand Road, in Cook County, Illinois.

PARCEL 5:

An easement for the benefit of Parcels 1 and 3 as created by Easement Agreement dated March 31, 1999, and recorded April 5, 1999, as Document 99322488 from American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated July 20, 1004, and known as Trust Number 118561-01 and Arlington, LLC., an Illinois limited liability company, for the purpose of parking and for ingress and egress, over the property fully described therein.

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PARCEL 6:

An easement for Parcels 1 and 3 as created by Easement Agreement dated June 3, 1999, and recorded June 14, 1999, as Document 99569377 from American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated July 20, 1994, and known as Trust Number 118561-01 and Arlington, LLC, an Illinois limited liability company, for the purpose of utility easements over the property fully described therein.

PARCEL 7:

Easements for the benefit of Parcels 1 and 3 as created by Declaration of Grant of Driveway, Utility and Cross Access Easements recorded July 7, 1994, as Document 94592544, made by the Travelers Insurance Company, a Corporation of Connecticut, to the owners of record of those certain adjoining parcels, and the terms, provisions and conditions contained therein.

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3011-835 - 03/22/2002