



Doc#: 0600339003 Fee: \$56.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 01/03/2006 10:53 AM Pg: 1 of 17

This document prepared by
and after recording return to:

Alison M. Mitchell, Esq.
DLA Piper Rudnick Gray Cary
US LLP
203 North LaSalle Street
Suite 1900
Chicago, Illinois 60601
Loan No. 99209

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ASSIGNMENT, ASSUMPTION AND MODIFICATION AGREEMENT

This **ASSIGNMENT, ASSUMPTION AND MODIFICATION AGREEMENT** (this "Agreement") is entered into as of the 1st day of January, 2006 among **JAMES CAMPBELL COMPANY LLC**, a Delaware limited liability company ("Borrower"), **TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED**, acting in their fiduciary and not their individual capacities ("Original Borrower") and **MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY**, a Massachusetts corporation ("Lender").

RECITALS:

A. Original Borrower is the owner of the real estate commonly referred to as Arbor Lake Center, 1751 Lake Cook Road, Deerfield, Illinois, all of which is legally described in **Exhibit A** attached hereto and incorporated herein by this reference (the "Mortgaged Property").

B. Lender heretofore made a loan (the "Loan") to Original Borrower in the original principal amount of Sixteen Million Fifty Thousand Dollars (\$16,050,000). The Loan is evidenced, secured and governed by the instruments listed in **Exhibit B** attached hereto and incorporated herein by this reference (said documents listed on **Exhibit B** attached hereto together with this Agreement, the Subordination of Management Agreement (defined below) and each other document now or hereafter entered into which shall evidence or secure the Loan, collectively, the "Loan Documents").

C. Lender is currently the holder of, among other things, the Note (as defined in **Exhibit B** attached hereto).

D. On even date with this Agreement, Original Borrower shall convey the Mortgaged Property to Borrower.

E. Lender has agreed to consent to such conveyance of the Mortgaged Property, subject to the lien and security interests created and granted under the Mortgage (as defined in

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Exhibit B attached hereto) and other Loan Documents, upon and subject to the terms, provisions and conditions contained in this Agreement.

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

1. Original Borrower hereby assigns, transfers and conveys to Borrower all of its right, title and interest in and to the Note, Mortgage and other Loan Documents.
2. Borrower hereby accepts said assignment and assumes and agrees to be bound by and be liable for all obligations, covenants, agreements and liabilities of "Mortgagor", "Borrower" and "Assignor" under the Note, Mortgage and the other Loan Documents, whether arising prior to, on, or after the date hereof, with the same force and effect as if Borrower were the original signatory to the Note, Mortgage, and the other Loan Documents. The foregoing assumption shall release Original Borrower from its obligations and liabilities under the Note, Mortgage and other Loan Documents with respect to any events or occurrences arising after the date of this Agreement but shall not release Original Borrower from its obligations and liabilities under the Note, Mortgage and the other Loan Documents with respect to any events or occurrences arising on or prior to the date of this Agreement.
3. Lender hereby consents to the assignment by Original Borrower referenced in Paragraph 1 above and the assumption by Borrower referenced in Paragraph 2 above.
4. Borrower, Original Borrower and Lender acknowledge and agree that the transfer of the Mortgaged Property from Original Borrower to Borrower shall be deemed to constitute the transfer of title referred to in Section 2.17(c) of the Mortgage.
5. After the January 1, 2006 monthly installment of interest on the outstanding principal amount of the Note, the outstanding principal balance of the Note shall be \$16,050,000.
6. From and after the date of this Agreement, all references contained in the Note, Mortgage and the other Loan Documents to Original Borrower shall be deemed to refer to Borrower.
7. From and after the date of this Agreement:
 - (a) All notices to Borrower under the Loan Documents shall be directed as follows:

James Campbell Company LLC
 1001 Kamokila Boulevard
 Kapolei, Hawaii 96707
 Attention: Chief Financial Officer

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with copies to:

James Campbell Company LLC
1001 Kamokila Boulevard
Kapolei, Hawaii 96707
Attention: Secretary

and

James Campbell Company LLC
425 California Street, Suite 1000
San Francisco, California 94104
Attention: Executive Vice President

and

Stutzman, Bromberg, Esserman & Plifka, P.C.
2323 Bryan Street, Suite 2200
Dallas, Texas 75201
Attention: Kenneth F. Plifka

(b) All notices to Lender under the Loan Documents shall be directed as follows:

Massachusetts Mutual Life Insurance Company
c/o Babson Capital Management LLC
1500 Main Street, Suite 2100
Springfield, Massachusetts 01115
Attention: Managing Director, Real Estate Finance Group

With a copy to:

Massachusetts Mutual Life Insurance Company
c/o Babson Capital Management LLC
1500 Main Street, Suite 2800
Springfield, Massachusetts 01115
Attention: Vice President, Real Estate Law

8. Borrower represents and warrants to Lender as follows:

(a) Borrower has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Upon execution and delivery of this Agreement, this Agreement will be valid, binding and enforceable upon Borrower in accordance with its terms. Execution and delivery of this Agreement do not and will not contravene, conflict with, violate or constitute a default under (i) the operating agreement creating and governing Borrower or

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(ii) any applicable law, rule, regulation, judgment, decree or order or any agreement, indenture or instrument to which Borrower is a party or is bound or which is binding upon or applicable to the Mortgaged Property or any portion thereof.

(b) There is not any condition, event or circumstance existing, or any litigation, arbitration, governmental or administrative proceedings, examinations, claims or demands pending, or to Borrower's knowledge, threatened, which have a material adverse affect on Borrower or the Mortgaged Property.

(c) There is no default or event or circumstance which with the giving of notice, the passage of time, or both would constitute a default exists under the Note, Mortgage or any of the other Loan Documents, all as amended by this Agreement and Borrower hereby acknowledges that as of the date of this Agreement, Borrower has no defenses, claims or set-offs to the enforcement by Lender of the obligations and liabilities of Borrower or Original Borrower under the Note, Mortgage and the other Loan Documents, all as amended by this Agreement.

(d) Borrower is solvent and able to pay its debts as such debts become due, and has capital sufficient to carry on its present business transactions. Borrower, as of the date of this Agreement (*i.e.*, not thirty (30) days prior to the date hereof as required under Section 2.17(b)(xi) of the Mortgage) is a "Qualified Real Estate Investor" as defined in Section 2.17 of the Mortgage.

(e) The aggregate real estate assets of Borrower as of the date of this Agreement exceed \$800,000,000.00 based upon externally appraised values as of December 31, 2004.

(f) Borrower is not bankrupt or insolvent, nor has Borrower made an assignment for the benefit of its creditors, nor has there been a trustee or receiver appointed for Borrower, nor has there been any bankruptcy, reorganization or insolvency proceeding instituted by or against Borrower, nor will Borrower be rendered insolvent by its execution, delivery or performance of this Agreement, the Note, Mortgage or any of the other Loan Documents, all as amended by this Agreement.

(g) The operating statements for the Mortgaged Property provided to Lender fairly and accurately present the results of operations for the applicable periods covered thereby.

(h) Each representation and warranty made by the Original Borrower in favor of Lender pursuant to the Note, Mortgage and the other Loan Documents are hereby ratified and confirmed by Borrower and shall remain in full force and effect in accordance with their respective terms, subject, however, to such revisions as may be necessary to reflect Borrower as the owner of the Property

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(e.g. any representation regarding the organization of the borrowing entity shall be modified to refer to Borrower as a Delaware limited liability company authorized to conduct business in the State in which the Property is located).

9. The Original Borrower represents and warrants to Lender as follows:

(a) The Original Borrower has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Upon execution and delivery of this Agreement, this Agreement will be valid, binding and enforceable upon Original Borrower in accordance with its terms. Execution and delivery of this Agreement do not and will not contravene, conflict with, violate or constitute a default under (i) the organizational documents creating and governing Original Borrower or (ii) any applicable law, rule, regulation, judgment, decree or order or any agreement, indenture or instrument to which Original Borrower is a party or is bound or which is binding upon or applicable to the Mortgaged Property or any portion thereof.

(b) There is not any condition, event or circumstance existing, or any litigation, arbitration, governmental or administrative proceedings, examinations, claims or demands pending, or to Original Borrower's knowledge, threatened, which could materially adversely affect the Mortgaged Property.

(c) No default or event or circumstance which with the giving of notice, the passage of time, or both would constitute a default exists under the Note, Mortgage or any of the other Loan Documents, all as amended by this Agreement and Original Borrower hereby acknowledges that as of the date of this Agreement, Original Borrower has no defenses, claims or set-offs to the enforcement by Lender of the obligations and liabilities of Borrower or Original Borrower under the Note, Mortgage and the other Loan Documents, all as amended by this Agreement.

(d) The financial statements for Original Borrower provided to Lender accurately present the financial condition of such entity for the periods covered thereby.

10. The obligation of Lender to enter into this Agreement shall be subject to Original Borrower and/or Borrower having delivered or causing to be delivered on or prior to the date of this Agreement the following, all of which shall be in form and substance acceptable to Lender:

(a) This Agreement;

(b) Assignment and Subordination of Management Agreement ("Subordination of Management Agreement");

(c) UCC-1 Financing Statements covering Borrower;

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- (d) A current certified copy of the Operating Agreement establishing Borrower;
- (e) A current Good Standing Certificate from the State of Delaware for Borrower;
- (f) A current Certificate of authority for Borrower to transact business in the State where the Mortgaged Property is located;
- (g) Resolution of Borrower's members to enter into this Agreement, the Subordination of Management Agreement and the other Loan Documents in form and substance acceptable to Lender;
- (h) A fully executed copy of the Management Agreement and General Assignment (as such terms are defined below);
- (i) Current UCC, tax lien, judgment and bankruptcy searches of the Borrower in Delaware and in the applicable counties and courts where the Mortgaged Property is located;
- (j) An opinion of counsel for Borrower and Original Borrower addressed to Lender and providing the following: that Borrower and Original Borrower have full power and authority to execute and deliver this Agreement and the Subordination of Management Agreement, and carry out the duties imposed under this Agreement, the Subordination of Management Agreement and the other Loan Documents; Borrower has been duly organized, validly exists and has been duly qualified in the State in which the Property is located; and this Agreement and the Subordination of Management Agreement and the other Loan Documents are the valid, legal and binding obligations of Borrower and Original Borrower, to the extent a party thereto, and this Agreement and the Subordination of Management Agreement are enforceable in accordance with their respective terms;
- (k) An endorsement to Lender's existing policy of title insurance insuring the lien of the Mortgage ("Title Policy"), covering the date of the recording of this Agreement and providing that there are no exceptions to title other than those exceptions to title set forth in the Title Policy and the lien of real estate taxes not yet due or payable;
- (l) An executed copy of the deed of the Mortgaged Property from Original Borrower to Borrower which will be recorded immediately prior to this Agreement; and
- (m) Such other documents, instruments, agreements and financial information as Lender shall reasonably require.

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11. Borrower and Original Borrower (collectively "Obligors"), on behalf of themselves and all of their heirs, successors and assigns, hereby remise, release, acquit, waive, satisfy and forever discharge Lender and all of its past, present and future officers, directors, employees, agents, attorneys, representatives, participants, heirs, subsidiaries, affiliates, successors and assigns (collectively, the "Lender Parties") from any and all manner of debts, accountings, bonds, warranties, representations, covenants, promises, contracts, controversies, agreements, liabilities, obligations, expenses, damages, judgments, executions, objections, defenses, setoffs, actions, claims, demands and causes of action of any nature whatsoever, whether at law or in equity, whether known or unknown, either now accrued or hereafter maturing, which any Obligor now has or hereafter can, shall or may have by reason of any matter, cause or thing, from the beginning of the world to and including the date of this Agreement (but not thereafter), arising out of or relating to (a) the Loan, including, but not limited to, the administration or funding thereof, (b) the Loan Documents, or the indebtedness evidenced and secured thereby, or (c) the Mortgaged Property; and Obligors, on behalf of themselves and all of their heirs, successors and assigns, hereby covenant and agree never to institute or cause to be instituted or continue prosecution of any suit or other form of action or proceeding of any kind or nature whatsoever against any of the Lender Parties by reason of or in connection with any of the foregoing matters, claims or causes of action.

12. Original Borrower and/or Borrower agree to pay (jointly and severally) all expenses, charges, costs and fees, including without limitation, attorneys' fees, incurred by Lender in connection with the negotiation and documentation of the agreements contained in this Agreement, together with all expenses, charges, costs and fees relating to the delivery and issuance to Lender of the items described in Paragraph 10 above (collectively, the "Additional Loan Expenses"). The Additional Loan Expenses shall be paid promptly upon demand from Lender to Original Borrower or Borrower.

13. Borrower hereby covenants and agrees that, subject to the terms and conditions set forth in the Mortgage, CB Richard Ellis shall manage and control the operations of the Mortgaged Property pursuant to a certain property management agreement dated July 1, 2002 ("Management Agreement"), as assigned by Original Borrower to Borrower by that certain General Assignment dated as of January 1, 2006 ("General Assignment"), which Property Management Agreement shall not be amended or terminated without Lender's prior written consent.

14. If one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

15. The Note, the Mortgage and the other Loan Documents shall remain in full force and effect in accordance with their respective terms and except as expressly provided herein unmodified.

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16. This Agreement shall be governed in accordance with the laws of the State where the Mortgaged Property is located without regard to its conflict of laws principles.

17. If there is a default in any provision of this Agreement by Borrower or Original Borrower then Lender shall be entitled to all rights and remedies provided under the other Loan Documents.

18. Borrower, Original Borrower and Lender each acknowledge that there are no other agreements or representations, either oral or written, express or implied, not embodied in this Agreement or the other Loan Documents, which, together, represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower, Original Borrower and Lender.

19. This Agreement shall be binding upon and shall inure to the benefit of Borrower, Original Borrower and Lender, and their respective successors, permitted assigns, grantees, heirs, executors, personal representatives, and administrators.

20. All of the Mortgaged Property shall remain in all respects subject to the lien, charge and encumbrance of the Mortgage and the other Loan Documents, as herein modified, and except as specifically set forth herein, nothing herein contained and nothing done pursuant hereto, shall affect the lien, charge or encumbrance of the Mortgage, as herein modified, or the priority thereof with respect to other liens, charges, encumbrances or conveyances, or release or affect the liability of any party or parties whomsoever who may now or hereafter be liable under or on account of the Loan Documents.

21. Borrower and Original Borrower acknowledge that they have thoroughly read and reviewed the terms and provisions of this Agreement and are familiar with same, that the terms and provisions contained herein are clearly understood by Borrower and Original Borrower and have been fully and unconditionally consented to by Borrower and Original Borrower, and that Borrower, Original Borrower and Lender have had full benefit and advice of counsel of their own selection, or the opportunity to obtain the benefit and advice of counsel of their own selection, in regard to understanding the terms, meaning and effect of this Agreement, and that this Agreement has been entered into by Borrower, Original Borrower and Lender, freely, voluntarily, with full knowledge, and without duress, and that in executing this Agreement, Borrower, Original Borrower and Lender are relying on no other representations either written or oral, express or implied, made to Borrower, Original Borrower, Lender or its partners or officers, by any other party hereto, and that the consideration received by Borrower, Original Borrower and Lender hereunder has been actual and adequate.

22. This Agreement may be executed in several counterparts, each of which shall, for all purposes, be deemed an original and all of such counterparts, taken together, shall constitute one and the same Agreement, even though all of the parties hereto may not have executed the same counterpart of this Agreement.

[Signature Page Follows.]

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IN WITNESS WHEREOF, this Agreement has been entered into as of the date first written above.

BORROWER:

JAMES CAMPBELL COMPANY LLC, a
Delaware limited liability company

By: [Signature]
Name: Stephen H. MacMillan
Its: Chief Executive Officer

By: [Signature]
Name: Landon H. W. Chun
Its: Executive Vice President/
Chief Financial Officer

By: [Signature]
Name: Gary S. Oliva
Its: Senior Vice President
Real Estate Investments

ORIGINAL BORROWER:

TRUSTEES UNDER THE WILL AND OF THE
ESTATE OF JAMES CAMPBELL,
DECEASED, acting in their fiduciary and not in
their individual capacities

[Signature]
D. A. Heenan

[Signature]
C.R. Churchill

[Signature]
Richard W. Gushman, II

[Signature]
Ronald J. Zlatoper

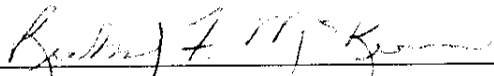
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LENDER:

**MASSACHUSETTS MUTUAL LIFE
INSURANCE COMPANY**, a Massachusetts
corporation

By: Babson Capital Management LLC
Its: Authorized Agent

By: 
Name: RICHARD F. MCKEEVER
Its: Managing Director

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STATE OF HAWAII)
CITY AND) SS.
COUNTY OF HONOLULU)

I, C.L. Quesinberry, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Stephen H. MacMillan, as Chief Exec. Officer, Landon H.W. Chun, as Exec. VP/CF0 and Gary S. Oliva, as Sr. VP/Real Estate Invest. of James Campbell Company LLC, a Delaware limited liability company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Stephen H. MacMillan, Landon H.W. Chun and Gary S. Oliva, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21st day of December, 2005.

C.L. Quesinberry
Notary Public, State of Hawaii
C.L. Quesinberry
My commission expires: July 12, 2007

(SEAL)

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STATE OF Hawaii)
City and) SS.
COUNTY OF Honolulu)

I, C.L. Quesinberry, a Notary Public in and for said County, in the State aforesaid, do hereby certify that D.A. Heenan, C.R. Churchill, Richard W. Gushman, II and Ronald J. Zlatoper, as Trustees Under the Will and of the Estate of James Campbell, Deceased, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trustees, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the Trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21st day of December, 2005.

C.L. Quesinberry
Notary Public, State of Hawaii
C.L. Quesinberry
My commission expires: July 12, 2007

(SEAL)

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COMMONWEALTH OF MASSACHUSETTS)
) SS.
COUNTY OF HAMPDEN)

I, Roseanna Amaya, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Richard F. McKeever, as Managing Director of Babson Capital Management LLC, the authorized agent of Massachusetts Mutual Life Insurance Company, a Massachusetts corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Managing Director, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of the corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23rd day of December, 2005.



Roseanna Amaya
Notary Public

(SEAL)

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EXHIBIT A

LEGAL DESCRIPTION

LAND

PARCEL 1: LOT 1 IN ARBORLAKE CENTRE, BEING A SUBDIVISION IN SECTIONS 5 AND 6, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED MARCH 14, 1985 AS DOCUMENT 27475383, IN COOK COUNTY, ILLINOIS.

PARCEL 2: NON-EXCLUSIVE EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED REAL ESTATE AS CREATED BY GRANT OF EASEMENT DATED FEBRUARY 7, 1984 AND RECORDED AS DOCUMENT 27021045, AS AMENDED BY AMENDMENT TO GRANT OF EASEMENT RECORDED AS DOCUMENT 27419485 AND BY SECOND AMENDMENT TO GRANT OF EASEMENT RECORDED AS DOCUMENT 88145387:

THE SOUTH 47 FEET OF THE NORTH 160 FEET OF THE NORTH $\frac{1}{2}$ OF THE WEST $\frac{1}{2}$ OF LOT 2 (EXCEPT THE EAST 25.0 FEET THEREOF) OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO THE SOUTH 47 FEET OF THE NORTH 160 FEET OF THE EAST 5 ACRES (EXCEPT THEREFROM THE WEST 162 FEET OF THE EAST 5 ACRES) OF THE NORTH $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF LOT 2 OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

AND

A STRIP OF LAND 80 FEET WIDE, EXTENDING 63 FEET SOUTH FROM THE SOUTH RIGHT OF WAY LINE OF COUNTY LINE ROAD, THE CENTER LINE OF SUCH 80 FOOT WIDE STRIP BEING A LINE PARALLEL TO AND 596.44 FEET WEST OF THE EAST LINE OF THE WEST $\frac{1}{2}$ OF LOT 2 OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

AND

THAT PART OF THE NORTH $\frac{1}{2}$ OF THE WEST $\frac{1}{2}$ OF LOT 2 IN THE NORTHWEST $\frac{1}{4}$ OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF COUNTY LINE ROAD WITH A LINE 103.62 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 5, AFORESAID; THENCE NORTH 89 DEGREES 49 MINUTES 07 SECONDS WEST ALONG SAID RIGHT OF WAY

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LINE FOR A DISTANCE OF 94.50 FEET; THENCE SOUTH 70 DEGREES 46 MINUTES 12 SECONDS EAST 33.18 FEET TO A POINT OF CURVE; THENCE SOUTHERLY ALONG AN ARC OF A CIRCLE CONVEX EASTERLY AND HAVING A RADIUS OF 26.13 FEET FOR A DISTANCE OF 49.64 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC HAVING A BEARING OF SOUTH 16 DEGREES 21 MINUTES 16 SECONDS EAST); THENCE SOUTH 38 DEGREES 03 MINUTES 41 SECONDS WEST 14.48 FEET TO A LINE 63.0 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID RIGHT OF WAY; THENCE SOUTH 89 DEGREES 49 MINUTES 07 SECONDS EAST ALONG SAID PARALLEL LINE 111.29 FEET; THENCE NORTHEASTERLY ALONG AN ARC OF A CIRCLE CONVEX WESTERLY AND HAVING A RADIUS OF 32.0 FEET FOR A DISTANCE OF 75.69 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC HAVING A BEARING OF NORTH 18 DEGREES 11 MINUTES 00 SECONDS EAST); THENCE NORTH 85 DEGREES 56 MINUTES 19 SECONDS EAST 90.08 FEET TO THE SOUTH RIGHT OF WAY LINE OF COUNTY LINE ROAD, AFORESAID; THENCE NORTH 89 DEGREES 49 MINUTES 07 SECONDS WEST ALONG SAID RIGHT OF WAY LINE 159.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AND

THAT PART OF LOT 2 IN THE NORTHEAST $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SAID LOT IS REPRESENTED ON THE MAP OF GOVERNMENT SURVEY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTH 160.0 FEET OF THE NORTH $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF LOT 2 OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 6, AFORESAID, WHICH IS 162 FEET EAST OF THE WEST LINE OF THE EAST 5 ACRES OF THE NORTH $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF LOT 2 IN THE NORTHEAST $\frac{1}{4}$ OF SECTION 6, AFORESAID; THENCE SOUTH 00 DEGREES 27 MINUTES 47 SECONDS WEST PARALLEL WITH THE WEST LINE OF SAID EAST 5 ACRES 25.0 FEET; THENCE NORTH 72 DEGREES 59 MINUTES 48 SECONDS EAST 87.0 FEET TO THE SOUTH LINE OF THE NORTH 160.0 FEET, AFORESAID; THENCE SOUTH 89 DEGREES 41 MINUTES 39 SECONDS WEST 83.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3: NON-EXCLUSIVE EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AND ACCESS AND FOR CONSTRUCTION AND INSTALLATION OF THE HUEHL ROAD EXTENSION OVER, ACROSS AND UPON THE FOLLOWING DESCRIBED REAL ESTATE AS CREATED BY DECLARATION AND GRANT OF EASEMENT DATED FEBRUARY 11, 1984 AND RECORDED FEBRUARY 13, 1985 AS DOCUMENT 27441713 MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 15, 1983 AND KNOWN AS TRUST NUMBER 57661:

THE WEST 25 FEET (LYING SOUTH OF THE NORTH LINE OF THE SOUTH $\frac{1}{2}$ OF GOVERNMENT LOT 2 IN THE NORTHWEST $\frac{1}{4}$ OF THE HEREINAFTER DESCRIBED SECTION 5) OF LOT 1 IN LAKE COOK OFFICE CENTRE, BEING A RESUBDIVISION OF LOT 3 IN LAKE COOK ROAD INDUSTRIAL PARK, BEING A SUBDIVISION IN THE

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NORTHEAST ¼ AND THE NORTHWEST ¼ OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4: NON-EXCLUSIVE EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR PARKING, INGRESS AND EGRESS, UTILITY FACILITIES, LANDSCAPING, TENNIS COURTS AND SIGNAGE OVER AND ACROSS THE FOLLOWING DESCRIBED REAL ESTATE AS CREATED BY THE DECLARATION AND GRANT OF RECIPROCAL RIGHTS DATED JANUARY 31, 1985 AND RECORDED FEBRUARY 6, 1985 AS DOCUMENT 27435249 MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST NUMBERS 61840, 63290, 63291, 63292 AND THE AMENDED AND RESTATEMENT THEREOF DATED APRIL 13, 1988 AN RECORDED APRIL 18, 1988 AS DOCUMENT 88160149, AS FURTHER AMENDED BY FIRST SUPPLEMENT TO AMENDED AND RESTATED DECLARATION AND GRANT OF RECIPROCAL RIGHTS, DATED MARCH 31, 1992 AND RECORDED APRIL 1, 1992 AS DOCUMENT 92219422 AND RE-RECORDED JUNE 19, 1992 AS DOCUMENT 92446486, AND AS FURTHER AMENDED BY FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION AND GRANT OF RECIPROCAL RIGHTS, DATED OCTOBER 26, 1992 AND RECORDED DECEMBER 14, 1993 AS DOCUMENT 03020936.

Property address:

1751 Lake Cook Road
Deerfield, Illinois
PIN No.: 04-06-201-010

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EXHIBIT B

LOAN DOCUMENTS

1. Promissory Note dated December 15, 1999 (the "Note") in the principal amount of \$16,050,000, executed by Original Borrower in favor of Lender
2. Recourse Guaranty Agreement dated October 1, 2005 from Original Borrower and Borrower in favor of Lender
3. Mortgage and Security Agreement dated December 15, 1999 (the "Mortgage"), executed by Original Borrower in favor of Lender, recorded on December 21, 1999, as Instrument No. 09185125 in the Official Records of Cook County, Illinois
4. Assignment of Leases and Rents dated December 15, 1999, executed by Original Borrower in favor of Lender, recorded on December 21, 1999, as Instrument No. 09185132 in the Official Records of Cook County, Illinois
5. Certificate of Borrower dated December 15, 1999 executed by Original Borrower in favor of Lender
6. UCC Financing Statement executed by Original Borrower in favor of Lender, filed on December 21, 1999, as Instrument No. 99014369 in the Official Records of Cook County, Illinois
7. UCC Financing Statement executed by Original Borrower in favor of Lender, filed on January 6, 2000, as Instrument No. 4140252 with the Secretary of State of Illinois
8. Subordination of Leasing Agreement between Original Borrower and Jones Lang LaSalle Americas (Illinois) L.P., dated December 8, 1999
9. Subordination of Management Agreement between Original Borrower and Jones Lang LaSalle Americas (Illinois) L.P., dated December 8, 1999
10. Environmental Indemnity Agreement dated December 15, 1999 executed by Original Borrower in favor of Lender
11. UCC Financing Statement executed by Borrower in favor of Lender, filed on December 22, 1999, as Instrument No. 99-202097 in the Official Records of the Bureau of Conveyances, Hawaii