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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

DLA PIPER RUDNICK GRAY CARY
US LLP
550 South Hope Street
Suite 2300
Los Angeles, California 90071-2631
Attn: Steven A. Fein, Esq.



Doc#: 0608010131 Fee: \$38.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/21/2008 03:14 PM Pg: 1 of 8

The consideration for this Assignment is included in the consideration paid for the Grant Deed being recorded concurrently herewith.

ASSIGNMENT OF OPERATING AGREEMENTS

This ASSIGNMENT OF OPERATING AGREEMENTS (this "Assignment") is made on March 20th, 2006, by TDC NILES, L.L.C., an Illinois limited liability company ("Assignor"), in favor of TDC OCEAN POINTE, LLC, a Delaware limited liability company ("Assignee").

For a valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee hereby grants, conveys, transfers and assigns to Assignee all of Assignor's rights, title and interests in, to and under these certain agreements (collectively, as the same may have been amended or modified, the "Operating Agreements") which are more particularly described on Exhibit A attached hereto and incorporated herein by this reference, relating to that certain real property located in the City of Niles, County of Cook, State of Illinois, and more particularly described on Exhibit B attached hereto and incorporated herein by this reference (the "Real Property").

Assignor hereby agrees to indemnify, protect, defend and hold Assignee harmless from and against any and all claims, demands, liabilities, loss, costs, damage or expenses (including, without limitation, reasonably attorneys' fees and costs) arising out of or relating to any of the Operating Agreements and arising prior to the date hereof.

Assignor hereby covenants that it will, at any time and from time to time upon written request therefore, at Assignee's sole expense and without the assumption of any additional liability thereby, execute and deliver to Assignee, its successors and assigns, any new or confirmatory instruments and take such further acts as Assignee may reasonably requests to fully evidence the assignment contained herein and to enable Assignee, its successors and assigns to fully realize and enjoys the rights and interests assigned hereby.

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Assignee hereby accepts the foregoing assignment and assumes and agrees to pay, from and discharge, as and when due, all of the agreements and obligations of Assignor under the Operating Agreements and agrees to be bound by all of the terms and conditions of the Operating Agreements.

Assignee hereby agrees to indemnify, protect, defend and hold Assignor harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses (including, without limitation, reasonable attorneys' fees and costs) arising out of or relating to any of the Operating and Agreements arising on or after the date hereof.

The provisions of this Assignment shall be binding upon, and shall inure to the benefit of, the successors and assigns of Assignor and Assignee, respectively.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature and acknowledgment pages of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) and acknowledgment(s) thereon, provided such signature and acknowledgment pages are attached to any other counterpart identical thereto except having additional signature and acknowledgment pages executed and acknowledged by other parties to this Assignment attached thereto.

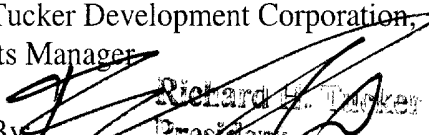
[Signatures on following page]

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IN WITNESS WHEREOF, Assignor and Assignee have caused their duly authorized representatives to execute this Assignment as of the date first above written.

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


By: Tucker Development Corporation,
its Manager

By: 
Richard H. Tucker
President

ASSIGNEE: TDC OCEAN POINTE, LLC, a Delaware limited liability company

By: TDC Ocean Pointe Select, LLC, an Illinois limited liability company, its Managing Member

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

By: 
Richard H. Tucker
President

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STATE OF Illinois)
COUNTY OF Lake)

On March 14, 2006, before me, Stacia Reed, a Notary Public in and for said State, personally appeared Richard N. Tucker, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Stacia Reed (Seal)



DePaul University Cook County Clerk's Office

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STATE OF Illinois)
COUNTY OF Lake)

On March 14 2006, before me, Stacia J Reed, a Notary Public in and for said State, personally appeared Richard D. Coker, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Stacia J Reed WITNESS my hand and official seal.
Signature Stacia J Reed (Seal)



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EXHIBIT A

SCHEDULE OF OPERATING AGREEMENTS

1. Easement with Covenants and Restrictions dated December 30, 1998, recorded as Document No. 9925776 in the office of the Cook County, Illinois Recorder, as amended by that certain First Amendment to Easement with Covenants and Restrictions Recorded on April 7, 1999 as Document No. 99334830.

2. Outlot Development Agreement dated December 23, 1999, recorded as Document No. 00018595 in the office of the Cook County, Illinois Recorder.

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EXHIBIT B

LEGAL DESCRIPTION

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Legal Description

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

Pin #: 10-29-403-025-0000

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