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Cook County Recorder of Deeds
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CO-OWNERSHIP AGREEMENT

THIS CO-OWNERSHIP AGREEMENT (this "Agreement") is made as of March 23, 2006 by and among, Maple Ave Medical, LLC, a Delaware limited liability company ("MAPLE"), ET Medical, LLC, a Delaware limited liability company ("ET"), GL Medical, LLC, a Delaware limited liability company ("GL"), HL Medical, LLC, a Delaware limited liability company ("HL"), and Bradley Associates Limited Partnership, an Illinois limited partnership ("Bradley"). MAPLE, ET, GL, HL and Bradley are collectively referred to as the "Co-Tenants" and separately as a "Co-Tenant."

RECITALS

A. The Co-Tenants hold 100% of the undivided interests in the property commonly known as 610 S. Maple Ave., Oak Park, IL 60304, and legally described on EXHIBIT A (collectively, the "Property"). The sole tenant at the Property is Rush University Medical Center, an Illinois not for profit corporation ("Tenant").

B. The Property is or soon will be encumbered by an approximately \$40,150,000 first mortgage loan (the "Loan") from Allstate Life Insurance Company and Allstate Life Insurance Company of New York (together with their affiliates, successors and assigns, the "Lender"); the documents evidencing the Loan are referred to as the "Loan Documents."

C. The Co-Tenants will hold the Property for investment, and the Co-Tenants desire to enter into this Agreement in order to set forth the terms of their ownership of the Property.

D. The Co-Tenants have hired Bradley as the "Property Manager" to manage the Property on their behalf.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the parties agree as follows:

ARTICLE 1

CO-TENANTS' OWNERSHIP OF THE PROPERTY

1.1 Co-Tenancy Created. The Co-Tenants agree to own the Property as tenants-in-common in accordance with the terms and conditions set forth in this Agreement. As used in this Agreement, a Co-Tenant's "Ownership Interest" means such Co-Tenant's undivided ownership interest in the Property. Each Co-Tenant's Ownership Interest is set forth opposite its signature to this Agreement.

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1.2 Disclaimer of Entity Status. Each Co-Tenant expressly disclaims any intention to create a partnership, corporation or other business entity. Nothing in this Agreement should be construed to make any Co-Tenant a partner or agent of another Co-Tenant. The Co-Tenants will not conduct business under a common name, execute any agreement identifying any or all of the Co-Tenants as partners, shareholders or members of a business entity or otherwise hold themselves out as partners, shareholders or members of a business entity.

ARTICLE 2 USE OF THE PROPERTY

2.1 Use of Property. The Co-Tenants are entitled to share in the use of the entire Property in accordance with their Ownership Interests. No Co-Tenant may exclude any other Co-Tenant from all or any portion of the Property. However, the Co-Tenants' use of the Property at all times is subject to the terms of the Loan Documents and to the terms of the leases with Tenant.

2.2 Loan Responsibilities. During the term of this Agreement, the Co-Tenants will cause the Property to be maintained and will otherwise conduct themselves in relation to the Property in accordance with the Loan Documents.

2.3 Records; Returns. Each Co-Tenant is separately responsible to determine its income, gain, loss, deduction and credit, if any, with respect to its undivided interest in the Property. No partnership, corporate or other entity-like records or returns will be maintained or filed by or on behalf of the Co-Tenants.

ARTICLE 3 INCOME AND PROCEEDS FROM THE PROPERTY

3.1 Income from Property Operations. Subject to Article 4 below, all revenue and other cash flow derived from the operation of the Property (including, without limitation, rents payable under any lease) will be disbursed to the Co-Tenants, pro rata, in accordance with their respective Ownership Interests.

3.2 Disbursement of Proceeds on Disposition of the Property. Subject to Article 4 below, net proceeds derived from the sale, exchange or other joint disposition of, or from the financing or refinancing of all or any part of the Property, after satisfaction of any debts, expenses or reserves of the Property, will be disbursed to the Co-Tenants, pro rata, in accordance with their respective Ownership Interests.

3.3 Disbursement of Proceeds on Disposition of Separate Ownership Interest. A Co-Tenant is entitled to receive all of those net proceeds that it derives from the sale, exchange or other disposition of all or any part of its Ownership Interest. The successor owner of the Co-Tenant's Ownership Interest will be bound by this Agreement as a Co-Tenant. Any conveyance of an Ownership Interest to a new Co-Tenant or a successor owner must be made pursuant to the Assignment, Assumption and Joinder Agreement attached as EXHIBIT B (the "Assignment and Assumption Document").

ARTICLE 4 PAYMENT OF PROPERTY EXPENSES

4.1 Obligation to Pay. Except as otherwise expressly provided in this Agreement, the Co-Tenants will apportion all debts and expenses that they incur in connection with the

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Property ("Property Expenses") in proportion to their respective Ownership Interests. Without limitation of the foregoing, Property Expenses includes all operating expenses, debt service (with respect to the Loa) and reserve requirements (with respect to the Loan or otherwise).

4.2 Time for Payment. The "Property Manager" (as defined in Section 5.1 below) is responsible for collecting and disbursing each Co-Tenant's funds (including each Co-Tenant's share of income from the Property) to timely pay all Property Expenses. Whenever the Property Manager determines that such Property Expenses must be paid in an amount which exceeds the Co-Tenant's share of income from the Property then held by the Property Manager, the Property Manager will give written notice to the Co-Tenants, which notice must set forth (a) the total amount required to pay the Property Expenses and (b) such Co-Tenant's proportionate share. The Co-Tenants have ten business days from the date such notice is given to deliver their share of the required funds to the Property Manager.

4.3 Delinquencies. If a Co-Tenant does not timely pay its share of Property Expenses when due in accordance with Section 4.2 above, the Property Manager will send the delinquent Co-Tenant written notice of delinquency, giving such delinquent Co-Tenant an additional two business days from the date such notice is given to pay in full its proportionate share of the Property Expenses. If the delinquent Co-Tenant does not pay the full amount of its proportionate share of the Property Expenses, together with any and all late fees, additional interest and other charges resulting from the delinquency, within the two business day period, the delinquent Co-Tenant will then become a "Defaulting Co-Tenant" within the meaning of Article 8 below.

4.4 Indemnity. Without limitation of Article 8 below, a delinquent Co-Tenant or Defaulting Co-Tenant agrees to pay any and all late fees, additional interest or other charges that the Co-Tenants incur as a result of such Co-Tenant's failure to timely pay its share of the Property Expenses, and otherwise agrees to indemnify the other Co-Tenants from any and all loss, cost, liability or expense suffered on account of such Co-Tenant's failure. Any indemnification obligation of a Co-Tenant (a) is fully subordinated to the Loan and (b) does not constitute a claim against such Co-Tenant or its assets until such time as the Loan has been indefeasibly paid in accordance with its terms and otherwise has been fully discharged.

ARTICLE 5 **PROPERTY ADMINISTRATION**

5.1 Property Manager.

(a) The Co-Tenants have appointed or will appoint Bradley to serve as their "Property Manager." The Property Manager is responsible for the day-to-day administration of the Property. If an appointed Property Manager is unable or unwilling to serve as such, its replacement will be appointed with the consent of all of the Co-Tenants. Except as expressly otherwise provided in this Agreement, and in addition to the rights and duties provided in the Property Management Agreement between the parties (the "Property Management Agreement"), the Property Manager's powers include all those necessary to preserve, protect and maintain the Property. Without limiting the generality of the foregoing, but subject to the limitations of Section 5.2 below, the Property Manager has the right to:

(i) Collect each Co-Tenant's share of income from the Property, hold the same in a common bank account pending payment of such Co-Tenant's share of Property Expenses and disburse the remainder, net of reserves, to the Co-Tenant not less often than quarterly.

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(ii) Pay each Co-Tenant's share of Property Expenses (including any fees due to the Co-Tenant's appointed Property Manager) with such Co-Tenant's share of income from the Property and funds collected from the Co-Tenants in accordance with Article 4 above.

(iii) Service each Co-Tenant's share of the liens, mortgages, trust deeds, reserve requirements and other obligations against the Property with such Co-Tenant's share of income from the Property and funds collected from the Co-Tenants in accordance with Article 4 above, and negotiate modifications of any such indebtedness, subject to the approval of the Co-Tenants as provided in Section 5.2 below.

(iv) Employ or discharge such agents, employees, independent contractors, as the Property Manager deems reasonably necessary for the preservation and maintenance of the Property upon such terms and for such compensation as the Property Manager determines.

(v) Maintain full and complete books and records relating to the Property, which books and records will be made available to each of the Co-Tenants, or their authorized representatives, upon request at all reasonable times which books must be in form and substance sufficient to allow each Co-Tenant to calculate separately its net income or loss from the Property.

(vi) Make emergency expenditures reasonably necessary to prevent imminent injury, harm or damage to persons or property, with funds collected in accordance with Article 4, above, or at the Property Manager's election, the Property Manager may make such expenditures with other funds, and the amount of any such expenditure shall be prorated and reimbursed to the Property Manager by all of the Co-Tenants in accordance with Article 4 above.

(vii) Take all actions reasonably necessary to comply with any and all orders or requirements affecting the Property by any federal, state, county or municipal authority having jurisdiction over the Property.

(viii) Negotiate modifications of any leases, subject to the approval of the Co-Tenants as provided in Section 5.2 below.

(b) The term of the Property Manager's appointment is for an initial period of 12 months, which may be renewed annually with the consent of all of the Co-Tenants who appointed the Property Manager. For as long as any part of the Loan remains unpaid and the Loan Documents expressly require that Bradley serve as the Property Manager, each Co-Tenant agrees (i) that it will comply with such requirement and consent to renewal of the Property Manager's appointment for a successive 12 month term and (ii) that its failure to respond to the Property Manager's request for consent with 10 days of request will be deemed to signify its consent. Co-Tenants acknowledge that the Property Manager may only be discharged or replaced with Lender's prior written consent for as long as any part of the Loan remains outstanding.

(c) The Property Manager is entitled to prompt reimbursement from the Co-Tenants of all costs and expenses incurred or liabilities suffered by the Property Manager on account of the Property.

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5.2 Major Decisions.

(a) Neither a Co-Tenant nor Property Manager may do any of the following acts or things ("**Major Events**") without the prior written consent of all Co-Tenants:

(i) Enter into any agreement for the sale, transfer or exchange of all or any portion of the Property.

(ii) Enter into, modify, extend, renew or cancel any lease of all or any part of the Property.

(iii) Enter into, modify, extend, renew or cancel any agreement pertaining to any indebtedness to be secured in whole or in part by any mortgage, trust deed, pledge, lien or other encumbrance upon the Property.

(iv) Hire, remove or replace the Property Manager or any broker or enter into, extend or renew any property management or brokerage agreement for the Property. The Co-Tenants have retained Property Manager for an initial term of not longer than 12 months. The Co-Tenants may remove, replace or renew the contract of Property Manager upon unanimous action only; no property management agreement may subsist for longer than 12 months without being so renewed. For as long as any part of the Loan remains unpaid and the Loan Documents expressly require that the Co-Tenants retain an Property Manager approved by the Lender, each Co-Tenant agrees (A) that it will comply with such Lender requirement and consent to renewal of the appointment of the Property Manager approved by the Lender for a successive 12 month term and (B) that its failure to respond to the Property Manager's request for consent with 10 days of request will be considered to signify its consent.

(b) All other acts and things which require the approval of the Co-Tenants that are not within the scope of paragraph (a), above, requires the approval of Co-Tenants holding at least a majority of the Ownership Interests.

ARTICLE 6 **TRANSFER AND PARTITION**

6.1 **Rights of Co-Tenant.** Each Co-Tenant has the right to transfer, partition and encumber the Co-Tenant's Ownership Interest in the Property, subject to the further provisions of this Article and subject to the following provisions:

(a) No transfer will be permitted if the number of Co-Tenants would then exceed 35 persons; for this purpose, "**person**" is defined as in Internal Revenue Code Section 7701(a)(1), except that a husband and wife are treated as a single person and all persons who acquire interests from a Co-Tenant by inheritance are treated as a single person.

(b) No right to transfer, partition or encumber may be exercised to the extent the same is prohibited by or would constitute a default under the terms of the Loan Documents and all such rights are fully subordinated to the terms of the Loan Documents. Without limiting the preceding, Co-Tenants agree that no Co-Tenant, nor any successor in interest to any Co-Tenant, have the right while any part of the Loan remains unpaid, to have the Property partitioned, to file a complaint or institute any proceeding at law or in equity to have the Property partitioned, and each Co-Tenant, on behalf of itself, its executors, administrators, legal representatives, heirs and assigns, waives any such right. It is the intention of the Co-Tenants that during the term of this Agreement, the rights of the Co-Tenants and their successors in

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interest, as among themselves, will be governed by the terms of this Agreement, and the right of any Co-Tenant or successor in interest shall be subject to the limitations and restrictions of this Agreement.

(c) No transfer is permitted if the transferee is not an "**Accredited Investor**" as that term is defined in Rule 501(a) of Regulation D promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended.

The limitations contained in paragraphs (a), (b) and (c), above, apply notwithstanding any other provision contained in this Article specifically or this Agreement generally.

6.2 Transfers Subject to Right of First Offer.

(a) If a Co-Tenant ("**Selling Co-Tenant**") desires to sell, assign or transfer all or any part of its Ownership Interest in the Property (the "**Offered Interest**") the Selling Co-Tenant must give written notice (the "**Offer Notice**") to Bradley and the Other Co-Tenants of its desire to complete such sale. No transfer may be made pursuant to this Section 6.2 if it would contravene or result in contravention of Section 6.1.

(b) For a period of 30 days after Bradley receives the Offer Notice (the "**First Offer Period**"), Bradley has the right to purchase the Offered Interest in accordance with the Options (as defined below) contained in Article 7. If Bradley fails to exercise such right within the First Offer Period, then for the next thirty (30) day period (the "**Second Offer Period**") the Co-Tenants have the right to purchase the Offered Interest in accordance with the Option pursuant to Article 7.

(c) If Bradley or the other Co-Tenants (individually or collectively) do not exercise their right to purchase all of the Offered Interest during the First Offer Period or Second Offer Period in accordance with the Option set forth in Article 7, above, then the Selling Co-Tenant is entitled to sell the Offered Interest to a third party in an all-cash transaction for a purchase price acceptable to the Selling Co-Tenant, which transaction must be completed within 90 days after the end of the Second Offer Period.

(d) The closing of a sale and purchase of the Offered Interest to a third party pursuant to this Section will take place at a time, place and date mutually agreeable to the selling and purchasing parties, but not more than 90 days after the end of the Second Offer Period.

(e) If any proposed transfer of the Offered Interest to Bradley or a Co-Tenant is not consummated within the time period set forth in Article 7 through no fault of Bradley or the Co-Tenant that is purchasing the Offered Interest, the terms and conditions of this Section will again apply. If the proposed transfer of the Offered Interest to Bradley or a Co-Tenant is not consummated within the time period set forth in Article 7 as a result of the fault of Bradley or the Co-Tenant that is purchasing the Offered Interest, the Selling Co-Tenant is entitled to sell the Offered Interest that was to be acquired to a third party in an all-cash transaction for a purchase price acceptable to the Selling Co-Tenant, which transaction must be completed at any time within 90 days after the date of Bradley's or the Co-Tenant's default.

6.3 Transferees as Co-Tenants. Any person who acquires an Ownership Interest from a Co-Tenant is required to execute the Assignment and Assumption Document.

6.4 Option Prior to Partition. Prior to any Co-Tenant exercising its right of partition, the Co-Tenant (the "**Partitioning Co-Tenant**") must offer its Ownership Interest (the "**Offered**

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Interest") for sale to Bradley and the other Co-Tenants by giving written notice (the "**Partition Notice**") to Bradley and then to the other Co-Tenants.

(b) For a period of 30 days after Bradley receives the Partition Notice (the "**First Partition Offer Period**"), Bradley has the right to purchase the entire interest of the Partition Co-Tenant pursuant to Article 7, below. If Bradley fails to exercise such option within the First Partition Offer Period, then for the next 30 days the other Co-Tenants have the right to exercise any of their Options under Article 7 ("**Second Partition Offer Period**"). If more than one other Co-Tenant exercises their option to buy, then the exercising Co-Tenants may purchase an amount equal to each exercising Co-Tenant's Ownership Interest in relation to all exercising Co-Tenants.

(c) If neither Bradley nor any Co-Tenant exercises its Options under Article 7, then the Partitioning Co-Tenant is entitled to seek partition of the Property, which partition action must be commenced within 30 days after the end of the Second Partition Offer Period. If no partition action is brought within such time period, the terms and condition of this Section will again apply. Once the partition action is commenced, the Partitioning Co-Tenant must thereafter diligently and in good faith proceed to completion of the partition action. Each Co-Tenant has the right to intervene in such action as it determines to be necessary and appropriate with respect to its Ownership Interest.

(d) A Co-Tenant may not exercise its right of partition if it would contravene or result in contravention of any of the limitations contained in Section 6.1, above.

ARTICLE 7 **OPTION UPON TRIGGERING EVENT**

7.1 Option to Buy.

(a) At any time after the occurrence of a Triggering Event, first Bradley and then each other Co-Tenant (a "**Buying Co-Tenant(s)**") has the option to purchase ("**Option**") the Ownership Interests of the Co-Tenant(s) with respect to whom a Triggering Event has occurred (the "**Selling Co-Tenant**") if Bradley or the Buying Co-Tenant(s) gives notice to the Selling Co-Tenant of its or their intent to purchase all (but not less than all) of the Ownership Interest of the Selling Co-tenant (with respect to whom a Triggering Event has occurred) within 60 days after the occurrence of a Triggering Event. If Bradley fails to exercise its Option within the first 30 day period, then for the next 30 days the other Co-Tenants have the right to exercise the Option. If more than one Co-Tenant exercises their Option, then the exercising Co-Tenant may purchase that portion of the Selling Co-Tenant's Ownership Interests that each Buying Co-Tenant's Ownership Interest bears to all Buying Co-Tenant's Ownership Interests.

7.2 Triggering Event--Defined. A "**Triggering Event**" is defined as the occurrence of any of the following:

- (a) A Co-Tenant becomes a "**Defaulting Co-Tenant**" (as defined in Article 8 below).
- (b) A Co-Tenant does not consent to a Major Event to which a majority in interest of all the Co-Tenants have consented.
- (c) A Partition Notice is given to a Co-Tenant in accordance with Section 6.5, above.

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(d) An Involuntary Transfer Event occurs. For purposes of this Agreement, "**Involuntary Transfer Event**" means, with respect to any Co-Tenant, any one or more of the following events:

(i) the institution by such Co-Tenant of proceedings of any nature under the laws of the United States or of any state, whether now existing or subsequently enacted or amended, for the relief of debtors in which the Co-Tenant seeks relief as a debtor;

(ii) the institution by such Co-Tenant of a case or other proceeding under any section or chapter of the Bankruptcy Reform Act of 1978, and/or the Bankruptcy Tax Act of 1980, as now existing or hereafter amended or becoming effective (collectively, the "**Bankruptcy Code**");

(iii) the institution against such Co-Tenant of a case or other proceeding seeking liquidation or reorganization of such Co-Tenant under any section or chapter of the Bankruptcy Code now existing or hereafter amended or becoming effective, which proceeding is not dismissed or stayed within a period of ninety (90) days after the filing thereof or if stayed, which stay is thereafter lifted without a contemporaneous dismissal of such proceeding;

(iv) a proposed plan of arrangement, composition agreement or other action by such Co-Tenant's creditors taken as a result of a general meeting of the creditors of such Co-Tenant;

(v) the appointment of a receiver, custodian, trustee or like officer, to take possession of all or substantially all of the assets of such Co-Tenant or of the direct or indirect interest of such Co-Tenant in the Property or any portion thereof which receivership, custodianship, trusteeship or like proceedings remains undischarged for a period of (60) days from the date of its imposition.

(vi) a general assignment by such Co-Tenant for the benefit of its creditors;

(vii) entry of a judgment against such Co-Tenant that becomes of a lien upon any portion of the Property or any interest in the Property if the same is not discharged or stayed pending appeal (and thereafter dismissed or discharged) within thirty (30) days;

(viii) attachment, execution or other judicial seizure of all or any substantial part of such Person's assets or of such Co-Tenant's direct or indirect interest in the Property, that is not dismissed or discharged for a period of thirty (30) days after the levy; or

(ix) any attempt to effectuate a transfer of all or part of a Co-Tenant's interest in the Property in violation of this Agreement.

7.3 Manner of Exercise of Option. The Option may be exercised by giving written notice to the Selling Co-Tenant whose Ownership Interests are being purchased at the address set forth next to each Co-Tenant's signature on this Agreement or the Assignment and Assumption Document. The written notice of an exercise of one of the Options must advise such Co-Tenant of the amount of the Ownership Interest being purchased. The date on which notice is given is referred to this Agreement as the "**Exercise Date.**"

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7.4 Purchase Price.

(a) **Calculation of Net Purchase Price.** The "Net Purchase Price" for a Selling Co-Tenant's Ownership Interest means as of the date Bradley or the Buying Co-Tenant(s) notifies the Selling Co-Tenant that Bradley or buying Co-Tenant(s) elects to buy:

- (i) the "fair market value" of the Property (as defined in Section 7.5 below), less
- (ii) the outstanding balance of the Loan, plus or minus
- (iii) hypothetical closing costs, expenses and prorations,¹ with
- (iv) the net amount of clauses (i) through (iii), above, multiplied by the percentage of the Selling Co-Tenant's Ownership Interest.

(b) **Payment of Net Purchase Price—In General.** Subject to paragraph (c) below, the Net Purchase Price must be paid in cash or immediately available funds at Closing. The Buying Co-Tenant or Bradley must assume (without personal liability) that portion of the Selling Co-Tenant's obligations under the Loan that are commensurate with the Ownership Interest that is being purchased.

(c) **Payment of Net Purchase Price.** Alternatively, the Buying Co-Tenant(s) or Bradley may elect to pay 20% of the Net Purchase Price in cash or immediately available funds at closing and the remaining 80% of the Net Purchase Price by delivery of a promissory note for a term of one year with a balloon payment at the end of the term, together with interest at a rate equal to the *Wall Street Journal* Prime Rate, plus 200 basis points. The note may be prepaid without premium or penalty.

¹ It is intended that the Net Purchase Price reflect a reasonable estimate of the transaction costs, expenses and net proration credits that would have been incurred, paid or received had the Property been sold on arm's-length terms to an independent party at fair market value according to customary commercial real estate practice and procedure in the Chicago, Illinois greater metropolitan area. The types of costs and expenses that will be taken into account for these purposes include, without limitation of customary practice and procedure, brokerage fees, transfer taxes, title and survey charges, legal fees and similar items. The types of proration items that will be taken into account for these purposes will include, without limitation of customary practice and procedure, real estate taxes, tenant rents, common area maintenance, other accrued expenses, payables, security deposits, lender deposits and similar items; in addition, there will be taken into account any cash reserves or other assets held for the benefit of Co-Tenants by the Lender, Agent, property manager or other person. The Selling Co-Tenant(s) and the Buying Co-Tenant(s), in good faith, must use their reasonable best efforts to resolve any dispute or questions relating to the amount of transaction costs, expenses and net proration credits. If the Selling Co-Tenant(s) and the Buying Co-Tenant(s) are unable to promptly resolve the same in good faith, either may apply to the American Arbitration Association (AAA) for the appointment of an independent attorney, certified public accountant or real estate professional familiar with customary commercial real estate practices and procedures to settle any dispute or resolve any questions concerning transaction costs, expenses and net proration credits. The pendency of any dispute or questions concerning transaction costs, expenses and net proration credits will not postpone closing as provided in this Article, but closing (based on the Buying Co-Tenant's good faith estimate) will not prejudice the entitlements of any party if the dispute or question is not resolved in its favor.

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(d) **Assumption of Loan.** The Buying Co-Tenant(s) or Bradley must assume that portion of the Selling Co-Tenant's obligations under the Loan that are commensurate with the Ownership Interest that is being purchased.

7.5 Fair Market Value. If Bradley or a Buying Co-Tenant exercises its Option to purchase the Ownership Interests of a Selling Co-Tenant in accordance with Section 7.1, the "fair market value" of the Property will be determined by agreement with the Selling Co-Tenant within seven days after the Exercise Date. If such parties fail to agree upon the fair market value within such seven day period, each party shall each select one independent appraiser (the "Initial Appraisers"). Both Initial Appraisers will be required to make a determination of the fair market value of the Property within 30 days of the Exercise Date. If a party fails to select an independent appraiser or the appointed appraiser fails to return an appraisal within the 30 days of the Exercise Date, the appraisal of the other party's independent appraiser will be the fair market value of the Property. If the fair market values calculated by the Initial Appraisers differ by less than ten percent, the fair market values of the Initial Appraisers will be averaged and the resulting amount will be the fair market value of the Property. If the fair market values determined by the Initial Appraisers differ by ten percent or more, then the Initial Appraisers jointly are required to select one appraiser (the "Final Appraiser") within five days after the delivery of the last appraisal and the Final Appraiser must choose the appraisal of one of the Initial Appraisers which the Final Appraiser determines to be closest in value to the fair market value of the Property, within 10 days after its appointment.

(b) Each appraiser selected under this section must be independent, familiar with land and building values in the area in which the Property is located, experienced in making real estate appraisals, of good business reputation, and an M.A.I. member.

(c) The fees of the appraiser hired by Bradley or the Buying Co-Tenant(s) will be borne by Bradley or the Buying Co-Tenants and the fees of the appraiser hired by or on behalf of the Selling Co-Tenant will be borne by the Selling Co-Tenant. The fees of Final Appraiser, if required, will be borne one half by Bradley or the Buying Co-Tenant and the remainder will be borne by the Selling Co-Tenant.

7.6 Conveyance. At Closing, the Selling Co-Tenant will convey or cause to be conveyed to the Buying Co-Tenant or the Buying Co-Tenant's nominee, its Ownership Interest (or applicable portion) by one of the two methods outlined in this section. The Buying Co-Tenant may determine, in its sole discretion, the method by which the Selling Co-Tenant (or the principal of the Selling Co-Tenant) conveys the Ownership Interest to the Selling Co-Tenant. The two methods of conveying a Ownership Interest are as follows:

(a) **Special Warranty Deed.** The Selling Co-Tenant will convey the Ownership Interest by a special warranty deed, containing all usual and customary warranties of marketability of title, subject to the following (referred to as the "Permitted Exceptions"): (i) covenants, conditions and restrictions of record, none of which adversely affect the marketability of the Seller's title; (ii) private, public and utility easements, if any; (iii) general taxes for the year of Closing, not yet due or payable, and for subsequent years; and (iv) the lien of the Loan.

(b) **Assignment of Membership Interest in the New Co-Tenant.** The member or members of the Selling Co-Tenant may assign its or their entire membership interest in the Selling Co-Tenant to Bradley or the Buying Co-Tenant(s) if all parties consent.

7.7 Closing. "Closing" (i.e. conveying the Ownership Interest to Bradley or the Buying Co-Tenant and the payment of the Net Purchase Price must be no later than 30 days

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after the parties to this Agreement or the independent appraiser(s) have determined the fair market value of the Ownership Interest in accordance with Section 7.5 above; but Closing may occur on a later date if mutually agreed upon by the parties to the transaction. Closing will take place at the office of a title company chosen by Bradley or the Buying Co-Tenant, or as the parties may otherwise mutually agree, provided title is shown to be in accordance with this Agreement or is accepted by Bradley or the Buying Co-Tenant.

7.8 Closing Escrow. At least five days prior to Closing, either party, by written notice to the other, may elect to effect the Closing through an escrow with a title company chosen by Bradley or the Buying Co-Tenant. The escrow must be in accordance with the general provisions of the usual form of deed and money escrow agreement then in use by such title company, with such special provisions inserted in the escrow agreement as may be required to conform with this Agreement.

(b) The attorneys for the parties are authorized to execute the escrow agreement and any amendments. The escrow agreement, among other things, must require each party to make such deposits as may be necessary for such party to perform its obligations and for the escrowee to make the necessary recording or filing of the documents and to order the appropriate tax and title examination to be made and the appropriate title insurance policy to be issued. Each party has the right to inspect all documents prior to, at the time of and after their deposit in escrow.

(c) The costs of the escrow will be divided equally between the parties to the transaction. The Selling Co-Tenant will pay any transfer taxes, while any deed recording fees, will be paid by Bradley or the Buying Co-Tenant (except that each party is solely responsible for the costs of its legal counsel).

ARTICLE 8 **DEFAULTING CO-TENANTS—INDEMNITIES AND REMEDIES**

If a Co-Tenant takes an action (or fails to take any action) in contravention of this Agreement, including, without limitation, an action that causes an event of default to occur under the Loan Documents (or would so constitute an event of default with notice or the passage of time or both) (a "Default"), such Co-Tenant, without the necessity of prior notice will be considered a "Defaulting Co-Tenant."

A Defaulting Co-Tenant agrees to indemnify, reimburse, defend and hold harmless each other Co-Tenant, Bradley and Sherwin Jarol, personally, from and against any and all loss, cost, liability or expense of every kind, arising in any manner out of the Defaulting Co-Tenant's Default. In relation to any monetary obligations of a Defaulting Co-Tenant, the Defaulting Co-Tenant is also obligated for interest on all delinquencies until paid at the prime rate of interest published from time to time in *The Wall Street Journal*, plus 800 basis points (but not in excess of the maximum rate permitted by law). A Defaulting Co-Tenant also will be obligated for attorney's fees and costs as provided in Section 10.6, below. Any indemnification obligation of a Co-Tenant: (a) is fully subordinated to the Loan and (b) will not constitute a claim against such Co-Tenant or its assets until such time as the Loan has been indefeasibly paid in accordance with its terms and otherwise has been fully discharged.

Each Co-Tenant has standing to enforce all rights and remedies in relation to a Defaulting Co-Tenant, but no Co-Tenant may take any action in relation to a Defaulting Co-Tenant's Default until Bradley, as the representative of the Co-Tenants with Lender, obtain Lender's prior written consent (for so long as any part of the Loan is outstanding).

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Each Co-Tenant grants to Bradley, Sherwin Jarol and each other Co-Tenant a lien on such Co-Tenant's Ownership Interest to secure performance of all of its obligations under this Agreement, including without limitation, such Co-Tenant's obligations to pay its share of all Property Expenses (the "Co-Tenant Lien"). Any such Co-Tenant Lien will be fully subordinated to the Loan and without limitation of the rights and remedies of the Co-Tenants generally, no foreclosure of a Co-Tenant Lien may be commenced or pursued except to the extent permitted by, or otherwise in accordance with the Loan Documents (as confirmed in writing by the Property Manager).

The terms of this Article will survive the termination of this Agreement.

ARTICLE 9

TERM

The term of this Agreement commenced upon this date and will terminate upon the occurrence of any of the following events:

- (a) The Co-Tenants mutually agree in writing to terminate this Agreement, with the prior written consent of Lender.
- (b) The Co-Tenants jointly sell, exchange or otherwise dispose of the entire Property to a third party.
- (c) The Property is partitioned among the Co-Tenants.
- (d) One Co-Tenant acquires fee simple title to the entire Property.

ARTICLE 10

MISCELLANEOUS PROVISIONS

10.1 **Notice.** All notices, requests, demands and other communications required to or permitted to be given under this Agreement, must be in writing and will be conclusively deemed to have been duly given (a) when hand delivered; or (b) the next business day after same have been deposited with a national overnight delivery service (e.g., Federal Express) in each case addressed to the parties at the address set forth beneath their signatures (if any) or such other address which a Co-Tenant has notified Bradley or the other Co-Tenants. A party may change or supplement the addresses given above, or designate additional addresses, for purposes of this Section by giving the other parties written notice of the new address in the manner set forth above.

10.2 **Binding Effect.** This Agreement is binding upon and inures to the benefit of the Co-Tenants and their respective heirs, executors, administrators, successors and assigns and runs with the land.

10.3 **Entire Agreement; Modification; Waiver.** This Agreement and any agreement, document or instrument referred to in this Agreement constitutes the entire agreement between the Co-Tenants pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the Co-Tenants. No supplement, modification or amendment of this Agreement will be binding unless executed in writing by all of the Co-Tenants. No waiver of any of the provisions of this Agreement should be deemed, or will constitute, a waiver of any other provision, whether or not similar. No waiver or consent will constitute a continuing waiver or consent or commit a

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Co-Tenant to provide a waiver in the future except to the extent specifically set forth in writing. No waiver is binding unless executed in writing by the Co-Tenants making the waiver.

10.4 Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid, in whole or in part for any reason, such illegal, unenforceable or invalid provision will be stricken from this Agreement and such provision will not affect the legality, enforceability or validity of the remainder of this Agreement. If any provision of this Agreement is stricken in accordance with the provisions of this Section, then such stricken provision will be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is legally possible.

10.5 Further Assurances. Each Co-Tenant agrees to execute, with acknowledgment and affidavit if required, any and all documents and take all actions that may be reasonably required in furtherance of the provisions of this Agreement.

10.6 Attorneys' Fees. If any party to this Agreement takes any action to enforce this Agreement or bring any action for any relief against any other party, declaratory or otherwise, arising out of this Agreement, the non-prevailing party agrees to pay to the prevailing party a reasonable sum for attorneys' fees incurred in bringing such suit and/or enforcing any judgment granted, all of which will be deemed to have accrued upon the commencement of such action and must be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action will contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment. For purposes of this Section, attorneys' fees shall include, without limitation, fees incurred in the following: (a) post-judgment motions and collection actions; (b) contempt proceedings; (c) garnishment, levy, and debtor and third party executions; (d) discovery and (e) bankruptcy litigation.

10.7 Governing Law; Venue. This Agreement, and the Co-Tenants' respective rights and obligations under this Agreement, is governed by and will be construed in accordance with the laws of the State of Illinois, and venue for any action relating to this Agreement must be in Cook County, Illinois.

10.8 Counterparts; Facsimiles. This Agreement may be executed in two or more counterparts, each of which will be considered an original (including copies sent to a party by facsimile transmission) as against the party signing such counterpart, but which together will constitute one and the same instrument. Signatures transmitted via facsimile are considered authentic and binding.

ARTICLE 11 **SPECIAL PROVISIONS DURING LOAN**

Notwithstanding anything in this Agreement to the contrary, during the period that the Loan remains outstanding and is not fully discharged:

(a) **Transfer, Partition and Lien Prohibitions.** No Co-Tenant will, except with the written approval of all the Co-Tenants, the Property Manager and Sherwin Jarol and as otherwise expressly permitted under the Loan: (a) transfer its interest in the Property without Lender's prior written consent; (b) mortgage, pledge convey by deed of trust, subject the Property to a lien, or otherwise encumber its interest in the Property without the prior written consent of Lender; (c) subject any other Co-Tenant's tenant in common interest in the Property to a lien; (d) institute an action to partition the Property; (e) designate a Property Manager other

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than Bradley; or (f) permit a transfer of a membership interest of a Co-Tenant, except as expressly permitted under the Loan Documents.

(b) **Subordination of Rights.** This Agreement and any Co-Tenant's option to purchase or rights of first refusal (if any) contained in this Agreement, are fully subordinated to and are subject to the terms and conditions of the Loan, including the lien of the mortgage or other security instrument securing the indebtedness of the Loan.

(c) **Designated Agent for Loan Communications.** Co-Tenants designate Bradley as the managing agent with respect to post-loan closing communications between Co-Tenants and Lender. Co-Tenants designate Bradley, as their attorney-in-fact to receive all notices, including service of process, for each Co-Tenant with respect to the Loan. Co-Tenants designate Bradley as the only owner/borrower to be shown in the Loan Documents as to which notices from Lender are required to be delivered. In such capacity, Bradley will keep all books, records and accounts pertaining to the Loan separate from any other property of Bradley. Co-Tenants may discharge or replace Bradley's designation to act in such capacity only with Lender's prior written consent.

(d) **Benefit of Lender.** As long as any portion of the Loan remains outstanding, the provisions of this Agreement are also for the benefit of Lender and enforcement may be sought by Lender. In the event of enforcement by Lender, then notwithstanding the provisions of Section 10.7 regarding venue choice, Lender may file an enforcement action either in Illinois or in the State where the Property is located.

[Signatures on the Following Page]

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SIGNATURE PAGE FOR THE CO-OWNERSHIP AGREEMENT

CO-TENANTS

PERCENTAGE OWNERSHIP INTEREST:

MAPLE AVE MEDICAL, LLC, a Delaware limited liability company

78.500%

By: Bradley Associates, L.L.C., an Illinois limited liability company, its manager

By: _____
Sherwin Jarol, Manager

ET MEDICAL, LLC, a Delaware limited liability company

5.250%

By: _____
Z. E. Taheri as trustee of the Z. E. Taheri Living Trust dated June 25, 1989, Sole Member

GL MEDICAL, LLC, a Delaware limited liability company

8.125%

By: Classroom LLC, an Illinois limited liability company

By: _____
Harold Lichterman

an

HL MEDICAL, LLC, a Delaware limited liability company

8.125%

By: Classroom LLC, an Illinois limited liability company

By: _____
Harold Lichterman

|

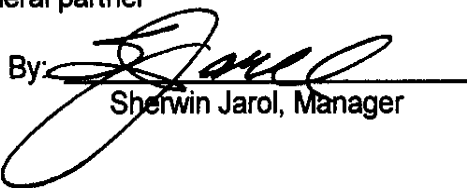
in

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Bradley Associates Limited Partnership, an Illinois limited partnership

By: Sherwin, LLC, an Illinois limited liability company, its general partner

By: 
Sherwin Jarol, Manager

TOTAL

100.00%

Property of Cook County Clerk's Office

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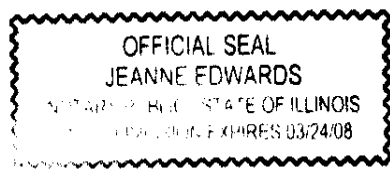
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I HEREBY CERTIFY that on this 31 day of March, 2006, before me, the undersigned, a notary public in and for the County and State described above, and duly commissioned, personally appeared Sherwin Jarol, known to me to be the Manager of SHERWIN, LLC, who being by me duly sworn, did depose and say that he resides in Glenview Illinois; that he is the Manager of SHERWIN, LLC, an Illinois limited liability company, the general partner of BRADLEY ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership, and which executed the foregoing instrument; that, on behalf of said company, he signed and delivered said instrument for the uses and purposes set forth, as its and his free and voluntary act and deed.

IN WITNESS, I have set my hand and affixed my official seal the day and year first above written.

Sherwin Jarol
Notary Public

My Commission expires: 3/24/08



[SEAL]

STATE OF ILLINOIS ^{*Florida*})
) SS
COUNTY OF COOK ^{*Alm Banca*})

I HEREBY CERTIFY that on this March 31, 2006, before me, the undersigned, a notary public in and for the County and State described above, and duly commissioned, personally appeared Z.E. Taheri, as trustee of the Z.E. Taheri Living Trust dated June 25, 1989, known to me to be the sole Member of ET MEDICAL, LLC, who being by me duly sworn, did depose and say that he executed the foregoing instrument; that, on behalf of said company he signed and delivered said instrument for the uses and purposes set forth, as its and his free and voluntary act and deed.

IN WITNESS, I have set my hand and affixed my official seal the day and year first above written.

Judy L. Kalman
Notary Public

My Commission expires: 3/6/09

[SEAL]



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I HEREBY CERTIFY that on this April , 2006, before me, the undersigned, a notary public in and for the County and State described above, and duly commissioned, personally appeared Harold Lichterman as the sole member of Classroom, LLC, an Illinois limited liability company, that is the sole member of GL Medical, LLC, who being by me duly sworn, did depose and say that they executed the foregoing instrument on behalf of said company and they signed and delivered said instrument for the uses and purposes set forth, as their free and voluntary act and deed.

IN WITNESS, I have set my hand and affixed my official seal the day and year first above written.

Jeanne Edwards
Notary Public

My Commission expires: 3/24/08



[SEAL]

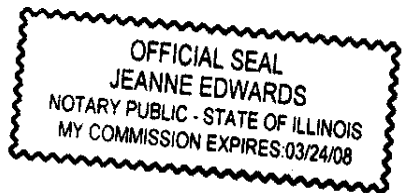
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I HEREBY CERTIFY that on this April 3rd, 2006, before me, the undersigned, a notary public in and for the County and State described above, and duly commissioned, personally appeared Harold Lichterman as the sole member of Classroom, LLC, an Illinois limited liability company, that is the sole member of HL Medical, LLC, who being by me duly sworn, did depose and say that they executed the foregoing instrument on behalf of said company and they signed and delivered said instrument for the uses and purposes set forth, as their free and voluntary act and deed.

IN WITNESS, I have set my hand and affixed my official seal the day and year first above written.

Jeanne Edwards
Notary Public

My Commission expires: 3/24/08



[SEAL]

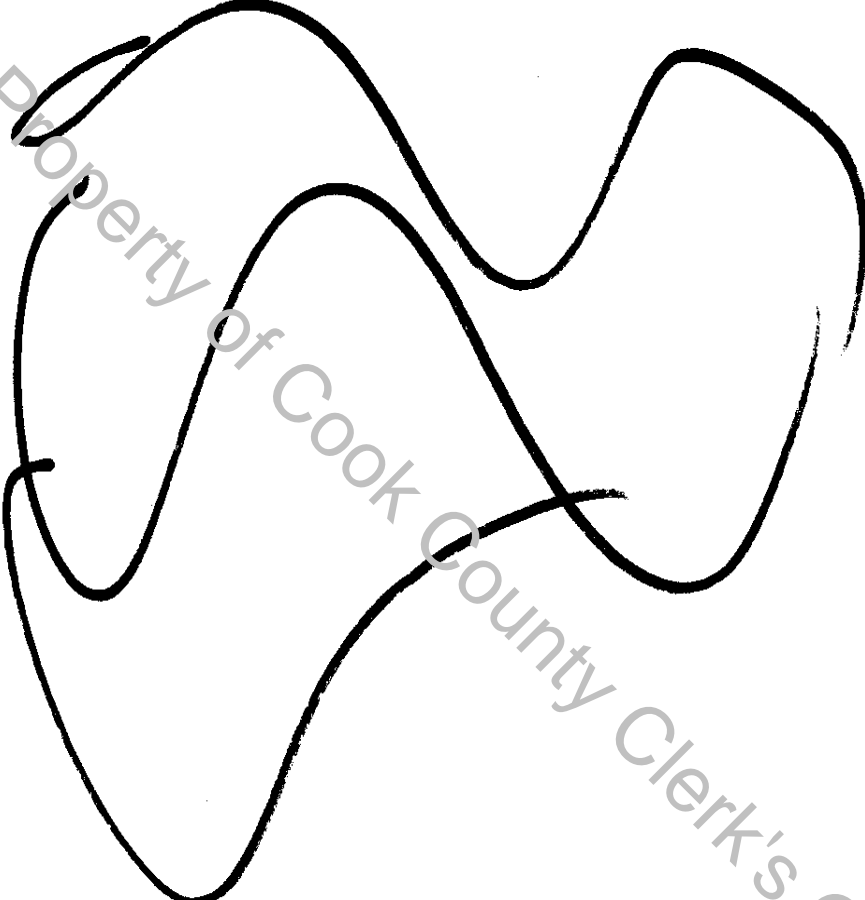
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EXHIBIT A

[Legal Description of the Property]

see following pages

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STREET ADDRESS: MAPLE AVE

CITY: OAK PARK

COUNTY: COOK

~~20181526~~**LEGAL DESCRIPTION:****PARCEL 1:**

LOTS 1, 2 AND 3, EXCEPT THE SOUTH 11.50 FEET OF SAID LOT 3, LOT 4, EXCEPT THE NORTH 8.50 FEET OF SAID LOT 4 AND LOT 5 IN BLOCK 6 AND LOTS 1 TO 5, INCLUSIVE, IN BLOCK 7, TOGETHER WITH THE NORTH AND SOUTH 18 FOOT PUBLIC ALLEY VACATED PER DOCUMENT NO. 20181526 LYING BETWEEN THE EAST LINE OF SAID BLOCK 6 AND THE WEST LINE OF SAID BLOCK 7, LYING SOUTH OF A LINE DRAWN FROM THE NORTHEAST CORNER OF THE AFORESAID LOT 1 IN SAID BLOCK 6 TO THE NORTHWEST CORNER OF THE AFORESAID LOT 1 IN SAID BLOCK 7, AND LYING NORTH OF THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 11.50 FEET OF THE AFORESAID LOT 3 IN SAID BLOCK 6 ALL IN W.J. WILSON'S ADDITION TO OAK PARK, BEING A SUBDIVISION IN SECTION 18, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO

THAT PART OF THE VACATED NORTH AND SOUTH 18-FOOT PUBLIC ALLEY LYING BETWEEN THE EAST LINE OF BLOCK 6 AND THE WEST LINE OF BLOCK 7, LYING SOUTH OF THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 11.50 FEET OF LOT 3 IN SAID BLOCK 6, LYING NORTH OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 5 IN SAID BLOCK 6 TO THE SOUTHWEST CORNER OF LOT 5 IN SAID BLOCK 7 ALL IN W.J. WILSON'S ADDITION TO OAK PARK, BEING A SUBDIVISION IN SECTION 18, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, VACATED BY ORDINANCE RECORDED DECEMBER 21, 1999 AS DOCUMENT NUMBER 09184813 AND RE-RECORDED JANUARY 26, 2000 AS DOCUMENT NUMBER 00065870;

ALSO

THAT PART OF THE VACATED EAST AND WEST 20-FOOT PUBLIC ALLEY LYING BETWEEN THE NORTH LINE OF THE SOUTH 11.50 FEET OF LOT 3 AND THE SOUTH LINE OF THE NORTH 8.50 FEET OF LOT 4 IN BLOCK 6 IN W. J. WILSON'S ADDITION TO OAK PARK, BEING A SUBDIVISION IN SECTION 18, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, VACATED BY ORDINANCE RECORDED DECEMBER 21, 1999 AS DOCUMENT NUMBER 09184813 AND RE-RECORDED JANUARY 26, 2000 AS DOCUMENT NUMBER 00065870;

ALSO

THAT PART OF WEST MONROE STREET VACATED PER DOCUMENT NUMBER 20181526 IN W. J. WILSON'S ADDITION TO OAK PARK LYING EAST OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 9 IN BLOCK 3 TO THE NORTHWEST CORNER OF LOT 1 IN BLOCK 6 AND LYING WEST OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 9 IN BLOCK 2 TO THE NORTHEAST CORNER OF LOT 1 IN BLOCK 7, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 IN BLOCK 7 AFORESAID; THENCE NORTH, 166.00 FEET TO THE SOUTHEAST CORNER OF LOT 9 IN BLOCK 2 AFORESAID THENCE WEST, ALONG THE SOUTH LINE OF LOT 9 AFORESAID AND ITS WESTERLY EXTENSION AND THE SOUTH LINE OF LOT 9 IN BLOCK 3 AFORESAID, 216.90 FEET; THENCE SOUTH PERPENDICULAR TO THE AFORESAID LINE, 32.20 FEET; THENCE WEST, PERPENDICULAR TO THE AFORESAID LINE, 142.03 FEET TO A POINT ON THE LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 9 IN BLOCK 3 AFORESAID TO THE NORTHWEST CORNER OF LOT 1 IN BLOCK 6 AFORESAID; THENCE SOUTH ON THE AFORESAID DESCRIBED LINE 33.80 FEET TO THE NORTHWEST CORNER OF LOT 1 IN BLOCK 6 AFORESAID; THENCE EAST, ALONG THE NORTH LINE OF LOT 1 IN BLOCK 6 AFORESAID AND ITS EASTERLY EXTENSION AND THE NORTH LINE OF LOT 1 IN BLOCK 7 AFORESAID, 359.06 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, SAID ADDITION BEING A SUBDIVISION IN SECTION 18, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

AN EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 16, 1999 AND RECORDED DECEMBER 20, 1999 AS DOCUMENT NUMBER 09181429 BY AND BETWEEN PARTNERS 99, L.L.C. AND OAK PARK HOSPITAL FOR THE PURPOSE OF VEHICULAR AND PEDESTRIAN ACCESS TO, INGRESS AND EGRESS OVER THE WISCONSIN AVENUE EASEMENT AREA DESCRIBED AS FOLLOWS:

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THAT PORTION OF WISCONSIN AVENUE LYING WEST OF AND ADJACENT TO LOTS 24 TO 35 OF THE SUBDIVISION OF BLOCK 2 IN WALLEN AND PROBST'S ADDITION TO OAK PARK, A SUBDIVISION OF PART OF LOT 1 IN B.F. JERVIS' SUBDIVISION OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13 (EXCEPT THE WEST 1/2 OF THE SOUTHWEST 1/4) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

NON-EXCLUSIVE PERPETUAL RIGHT AND EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 16, 1999 AND RECORDED DECEMBER 20, 1999 AS DOCUMENT NUMBER 09181429 BY AND BETWEEN PARTNERS 99, L.L.C. AND OAK PARK HOSPITAL FOR THE PURPOSE OF PEDESTRIAN AND VEHICULAR ACCESS TO AND INGRESS AND EGRESS OVER, ACCESS THERETO AND THE PERPETUAL RIGHT AND EASEMENT TO PARK VEHICLES WITHIN THE PARKING GARAGE DESCRIBED AS FOLLOWS:

ALL OF LOTS 24 TO 35, BOTH INCLUSIVE, IN BLOCK 2 IN THE SUBDIVISION OF BLOCKS 1 2, 3, 4, 5, 6, 7, 8 AND 9 OF WALLEN AND PROBST'S ADDITION TO OAK PARK IN THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

PERPETUAL RIGHT AND EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 16, 1999 AND RECORDED DECEMBER 20, 1999 AS DOCUMENT NUMBER 09181429 BY AND BETWEEN PARTNERS 99, L.L.C. AND OAK PARK HOSPITAL FOR THE PURPOSE OF PEDESTRIAN AND VEHICULAR ACCESS TO AND INGRESS AND EGRESS OVER, AND CONSTRUCTION, MAINTENANCE, REPAIR AND REPLACEMENT OF A SURFACE PARKING LOT AND THE PERPETUAL RIGHT AND EASEMENT TO PARK VEHICLES THEREON, DESCRIBED AS FOLLOWS:

LOT 5 (EXCEPT THE NORTH 43 FEET THEREOF) TOGETHER WITH LOTS 6 TO 9, INCLUSIVE, IN BLOCK 4 IN W.J. WILSON'S ADDITION TO OAK PARK, A SUBDIVISION OF ALL OF LOT 1 (EXCEPT THE EAST 40 ACRES THEREOF) IN THE SUBDIVISION OF SECTION 18 (EXCEPT THE WEST 1/2 OF THE SOUTHWEST 1/4 THEREOF), TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

EXCLUSIVE RIGHT AND EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 16, 1999 AND RECORDED DECEMBER 20, 1999 AS DOCUMENT NUMBER 09181429 BY AND BETWEEN PARTNERS 99, L.L.C. AND OAK PARK HOSPITAL FOR THE PURPOSE OF CONNECTING THE PEDESTRIAN CORRIDOR TO THE HOSPITAL AS DISCLOSED ON EXHIBIT "C" ATTACHED TO SAID AGREEMENT.

PARCEL 6:

EXCLUSIVE RIGHT AND EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 16, 1999 AND RECORDED DECEMBER 20, 1999 AS DOCUMENT NUMBER 09181429 BY AND BETWEEN PARTNERS 99, L.L.C. AND OAK PARK HOSPITAL FOR THE PURPOSE OF PEDESTRIAN ACCESS, INGRESS AND EGRESS THROUGH THE PEDESTRIAN CORRIDOR (WHEN COMPLETED) BETWEEN THE MEDICAL OFFICE BUILDING AND THE HOSPITAL AS DISCLOSED ON SKETCH ATTACHED AS EXHIBIT "C" TO SAID AGREEMENT.

PARCEL 7:

MUTUAL EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 16, 1999 AND RECORDED DECEMBER 20, 1999 AS DOCUMENT NUMBER 09181429 BY AND BETWEEN PARTNERS 99, L.L.C. AND OAK PARK HOSPITAL UPON, UNDER, OVER, ACROSS AND ALONG A STRIP OF LAND FIFTEEN (15) FEET INTO EACH OF THE PARTNERS 99 PROPERTY AND THE HOSPITAL PROPERTY FOR THE PURPOSE OF CONTINUED MAINTENANCE OF THE EASEMENT AND IMPROVEMENTS.

PARCEL 8:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 16, 1999

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AND RECORDED DECEMBER 20, 1999 AS DOCUMENT NUMBER 09181429 BY AND BETWEEN PARTNERS 99, L.L.C. AND OAK PARK HOSPITAL IN, OVER, UNDER, UPON, AND ACROSS THE DRIVEWAY EASEMENT AREA AS DISCLOSED ON EXHIBIT "C" OF SAID AGREEMENT FOR THE PURPOSE OF CONSTRUCTING AND INSTALLING A DRIVEWAY, SIDEWALKS AND OTHER IMPROVEMENTS.

PARCEL 9:

MUTUAL EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 16, 1999 AND RECORDED DECEMBER 20, 1999 AS DOCUMENT NUMBER 09181429 BY AND BETWEEN PARTNERS 99, L.L.C. AND OAK PARK HOSPITAL IN, OVER, UNDER, UPON, AND ACROSS THE DRIVEWAY EASEMENT AREA AS DISCLOSED ON EXHIBIT "C" OF SAID AGREEMENT FOR THE PURPOSE OF PEDESTRIAN AND VEHICULAR ACCESS, INGRESS AND EGRESS OVER THE DRIVEWAY AND SIDEWALKS LOCATED THEREIN.

PARCEL 10:

TEMPORARY CONSTRUCTION EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 16, 1999 AND RECORDED DECEMBER 20, 1999 AS DOCUMENT NUMBER 09181429 BY AND BETWEEN PARTNERS 99, L.L.C. AND OAK PARK HOSPITAL AREA AS DISCLOSED ON EXHIBIT "C" OF SAID AGREEMENT FOR THE PURPOSE OF ENTERING ONTO THE HOSPITAL PROPERTY FOR THE DEVELOPMENT OF ANY IMPROVEMENTS ON THE PARTNERS 99 PROPERTY DURING CONSTRUCTION AND DEVELOPMENT OF THE PARTNERS 99 PROPERTY AND THE IMPROVEMENTS THEREON.

pin numbers

16-1A-101-010 (also covers other property)
16-1A-101-010 (also covers other property)
16-1A-110-006
16-1A-110-015
16-1A-110-016
16-1A-110-022
16-1A-110-023
16-1A-110-024

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EXHIBIT B

ASSIGNMENT, ASSUMPTION AND JOINDER AGREEMENT

This Assignment, Assumption and Joinder Agreement ("**Agreement**") is made by [name of assignor] ("**Assignor**") to [name of assignee] ("**Assignee**") as of [insert date].

Assignor is currently a party to the Co-Ownership Agreement dated [insert date of Co-Ownership Agreement] and recorded on _____, 200_ as document number _____ with the Recorder of Deeds of Cook County, Illinois ("**Co-Ownership Agreement**"). Assignor is a tenant in common that owns an undivided ___% interest in the real property commonly known as 610 S. Maple Ave., Oak Park, Illinois 60304 ("**Real Property**").

Assignor wishes to convey its undivided interest in the Real Property to Assignee, but in order to comply with the provisions of the Co-Ownership Agreement, Assignor must first offer his or its ownership interests to the other co-owners and upon their failure to exercise the right to acquire Assignor's undivided interest in the Real Property, Assignee has agreed to purchase Assignor's rights in the Real Property. As a condition of the purchase, the Assignee must assume all the obligations of Assignor under the Co-Ownership Agreement.

Simultaneously with the delivery of Assignor's deed to Assignee, the Assignor assigns, transfers and conveys to Assignee all of its rights and interest in the Real Property and under the Co-Ownership Agreement. Assignee accepts such assignment and agrees to assume, be bound by and join as a party to the Co-Ownership Agreement.

Assignor is entitled to all benefits and remains liable to fulfill, perform and discharge all obligations arising under the Co-Ownership Agreement prior to this date. Assignor agrees to defend, indemnify and save harmless Assignee from any claim, liability, damages, causes of action, expenses and attorneys' fees incurred by Assignee due to the failure of Assignor to fulfill, perform and discharge all such obligations which arose prior to this date.

Assignee agrees to assume, observe and perform all of the obligations of Assignor and receive all the benefits in connection with any of the rights arising from this Assignment on and after the date of this Assignment and further agrees to indemnify, defend and hold Assignor, its agents, employees and officers harmless from and against any and all claims (actual or alleged), damages, actions, suits, judgments, costs and expenses of any kind, including, without limitation, reasonable attorneys' fees, arising out of or in connection with the foregoing obligations on or after the date of this Assignment.

Dated: _____, 200_

[Signatures on next page.]

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CO-TENANTS

PERCENTAGE OWNERSHIP INTEREST:

MAPLE AVE MEDICAL, LLC, a Delaware limited liability company


78.500%

By: Bradley Associates, L.L.C., an Illinois limited liability company, its manager

By: 
Sherwin Jarol, Manager

ET MEDICAL, LLC, a Delaware limited liability company

5.250%

By: 
Z. E. Taheri, as Trustee of the Z. E. Taheri Living Trust dated June 25, 1989, sole Member

GL MEDICAL, LLC, a Delaware limited liability company

8.125%

By: Classroom LLC, an Illinois limited liability company

By: 
Harold Lichterman

HL MEDICAL, LLC, a Delaware limited liability company

3.1235%

By: Classroom LLC, an Illinois limited liability company

By: 
Harold Lichterman

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CO-TENANTS

PERCENTAGE OWNERSHIP INTEREST:

MAPLE AVE MEDICAL, LLC, a Delaware limited liability company

78.500%

By: Bradley Associates, L.L.C., an Illinois limited liability company, its manager

By: _____
Sherwin Jarol, Manager

ET MEDICAL, LLC, a Delaware limited liability company

5.250%

By: _____
Z. E. Taheri, as Trustee of the Z. E. Taheri Living Trust dated June 25, 1989, sole Member

GL MEDICAL, LLC, a Delaware limited liability company

8.125%

By: Clark School Partnership, an Illinois general partnership

By: _____
Harold Lichterman

By: _____
Geraldine M. Gedroic Lichterman

Being all the General Partners

HL MEDICAL, LLC, a Delaware limited liability company

8.1235%

By: Clark School Partnership, an Illinois general partnership

By: _____
Harold Lichterman

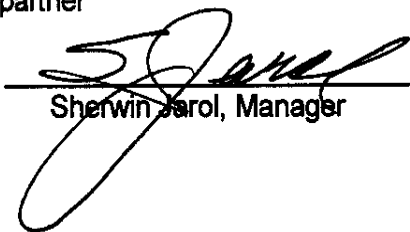
By: _____
Geraldine M. Gedroic Lichterman

Being all the General Partners

UNOFFICIAL COPY

Bradley Associates Limited Partnership, an Illinois limited partnership

By: Sherwin, LLC, an Illinois limited liability company, its general partner

By: 
Sherwin Jarol, Manager

TOTAL

100.000%

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