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**THIS INSTRUMENT
PREPARED BY AND WHEN
RECORDED, RETURN TO:**

Robert N. Pivnick, Esq.
Winstead Sechrest & Minick P.C.
5400 Renaissance Tower
1201 Elm Street
Dallas, Texas 75270

P.I.N. 17-17-227-007-0000
P.I.N. 17-17-227-010-0000
P.I.N. 17-17-227-011-0000
P.I.N. 17-17-227-012-0000



Doc#: 0616516087 Fee: \$50.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/14/2006 02:23 PM Pg: 1 of 14

Street Address: 833 W. Jackson Blvd. and 322 S. Green St., Chicago, Illinois

CONSENT AND AGREEMENT

Effective as of June 9, 2006, the undersigned (the "Undersigned") whose address is 640 N. LaSalle, Suite 605, Chicago, Illinois 60610, acknowledges an assignment of certain documents pursuant to that certain Mortgage, Security Agreement and Fixture Financing Statement (the "Mortgage") to be executed and delivered by **JACKSON GREEN LLC**, an Illinois limited liability company ("Borrower"), to **COLUMN FINANCIAL, INC.**, a Delaware corporation (as collateral agent for the benefit of the holder of the A Note and the holder of the B Note, as such capitalized terms are defined in the Mortgage, together with their respective successors and assigns, the "Lender"), the Mortgage recorded as of _____, 20__ in the Cook County Recorder's Office as Document No. _____, and related assignments are being undertaken in connection with those certain loans (collectively, the "Loan") being made to Borrower as evidenced, in part, by (i) Promissory Note (Note A) executed by Borrower to Column Financial, Inc., a Delaware corporation (together with its successors and assigns, the "A Note Holder"), in the amount of SEVENTEEN MILLION SEVEN HUNDRED FORTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$17,748,000.00), and (ii) Promissory Note (Note B) executed by Borrower to Column Financial, Inc., a Delaware corporation (together with its successors and assigns, the "B Note Holder"), in the amount of ONE MILLION ONE HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$1,137,500.00). The Loan is being undertaken by Borrower to finance certain real property and improvements located in Cook County, Illinois and more particularly described on Exhibit A attached hereto and incorporated herein by reference, said real property and improvements being hereinafter referred to as the "Premises." The Undersigned has agreed to perform or supply certain services in connection with the management of the Premises pursuant to that certain Management Agreement (the "Contract") attached hereto as Exhibit B and incorporated herein by reference for all purposes. The Undersigned does hereby (a) warrant and represent that the Contract contains all agreements between the Undersigned and Borrower relating to the Premises; and (b) acknowledge and consent to the assignment of the Contract as set forth in the Mortgage and to any further assignment thereof by Lender; and (c) warrant and represent that no default exists under the terms of the Contract between Borrower and the Undersigned; and (d) acknowledge that Borrower has satisfied all conditions precedent to commencement of

BOX 334

5-1-05
Katie and Nick
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performance by the Undersigned under the Contract. The Undersigned does hereby agree that: (i) upon the occurrence of an Event of Default (as defined in Section 2.1 of the Mortgage), the Undersigned shall, upon receipt of written notice and demand of Lender, continue performance under the Contract on behalf of Lender, provided that the Undersigned is reimbursed for such performance rendered thereafter on behalf of Lender in accordance with the Contract; and (ii) in the event of any default by Borrower under the Contract, the Undersigned shall deliver to Lender, by certified United States mail, postage prepaid, return receipt requested, addressed to:

Lender: Column Financial, Inc.
 11 Madison Avenue
 9th Floor
 New York, New York 10010-3629
 Attention: Edmund Taylor
 Telecopier: (212) 325-8106
 Re: 833 W. Jackson Blvd. and 322 S. Green St.,
 Chicago, Illinois

with copies to: Column Financial, Inc.
 Legal & Compliance Department
 One Madison Avenue
 New York, New York 10010
 Attention: Casey McCutcheon, Esq.
 Telecopier: (917) 326-8433
 Re: 833 W. Jackson Blvd. and 322 S. Green St.,
 Chicago, Illinois

and: KeyCorp Real Estate Capital Markets, Inc.
 911 Main Street
 Suite 1500
 Kansas City, Missouri 64105
 Attention: Diane Haislip
 Telecopier: (216) 357-6543
 or any successor servicer of the Loan.
 Re: 833 W. Jackson Blvd. and 322 S. Green St.,
 Chicago, Illinois

written notice of such default and the action required to cure the same, and Lender shall have a reasonable time (but in no event less than thirty days after receipt of such notice) within which Lender shall have the right, but not the obligation, to cure such default, and the delivery of such notice of default and the failure of Lender to cure the same within such time allowed shall be conditions precedent to the exercise of any right or remedy of the Undersigned arising by reason of such default; and (iii) the Undersigned shall not enter into any modification of, or addition to, the Contract without the prior written consent of Lender; and (iv) in the event that Lender shall acquire title to the Premises by foreclosure or otherwise, the Contract shall be terminable at the option of Lender; and (v) the rights of the Undersigned under the Contract shall be and remain subordinate in all respects to the Loan Documents; and (vi) any and all funds collected by the

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Undersigned shall be done on behalf of, and such funds shall remain the sole property of, the Borrower.

The Undersigned further acknowledges and agrees that (1) the Undersigned has reviewed Section 1.29 of the Mortgage, and (2) to the extent any of the circumstances described in such provision of the Mortgage occur which would enable Lender to require Borrower to terminate the Contract in accordance with such terms of the Mortgage, the Undersigned shall, upon receipt of notice that such termination has been so required by Lender, recognize that the Contract shall be deemed terminated in accordance with such terms of the Mortgage irrespective of any provisions to the contrary in the Contract; provided, however, Borrower shall be and remain responsible to the Undersigned for any property management or other fees owing to the Undersigned in accordance with the terms of the Contract and accruing prior to the date of such termination. By virtue of the execution of this Consent and Agreement, the Contract shall be deemed amended, to the extent necessary, to allow the effectiveness of the Undersigned's agreement in the immediately preceding sentence.

The Undersigned represents that it has reviewed Section 1.30 of the Mortgage and the Operations and Maintenance Agreement (the "O&M Agreement") of even date herewith, if any, and agrees to comply with all of the terms and conditions thereof. In addition, in the event that, pursuant to the Mortgage or the O&M Agreement, Borrower is required to maintain an operations and maintenance program for the management of asbestos, lead-based paint, radon or any other Hazardous Substances (as defined in the Mortgage) at the Property, then the Undersigned shall review same and comply with all of the terms and conditions thereof.

The Undersigned represents that it is looking to Borrower, and not to Lender, for payment under the Contract, except as provided in clause (i) of the first paragraph of this Consent and Agreement and the Undersigned waives any equitable lien which the Undersigned may now or hereafter have upon the proceeds of the Loan.

All representations, warranties, indemnities, guarantees, waivers, rights, remedies, and other covenants and agreements in favor of Collateral Agent (hereinafter defined) under this Consent and Agreement and the other Loan Documents shall be for the benefit of Collateral Agent, the A Note Holder and the B Note Holder and their respective successors and assigns.

The A Note Holder and the B Note Holder have authorized Column Financial, Inc. to act as collateral agent hereunder and under certain of the other Loan Documents and, in such capacity, to act on behalf of the A Note Holder and the B Note Holder hereunder and under the other Loan Documents (together with its successors and assigns, "Collateral Agent"). Without limiting the foregoing, any rights, powers and remedies of enforcement available to Lender, and all consents, waivers, approvals and other actions exercised by Lender, by the terms of the Loan Documents or otherwise, may be exercised by the Collateral Agent and, in doing so, shall be exercised on behalf of the A Note Holder and the B Note Holder. Borrower and all third parties (including, but not limited to, any court) shall be entitled to rely on any and all acts of and communications by Collateral Agent with respect to the exercise of such rights and remedies and the granting of such consents, waivers and approvals as the acts of the A Note Holder and the B Note Holder, without the right or necessity of making any inquiry of either the A Note Holder or the B Note Holder as to the authority of Collateral Agent, and such acts of Collateral Agent

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shall bind the A Note Holder and the B Note Holder in respect of Borrower and all third parties. The then-existing Collateral Agent may be replaced from time to time by the A Note Holder.

Any rights, powers or remedies of enforcement available to Lender by the terms hereof or by the Loan Documents or by law or in equity may be exercised by the Collateral Agent.

This Consent and Agreement is given by the Undersigned for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Undersigned, and is intended to induce Lender to make the Loan to Borrower.

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IN WITNESS WHEREOF, the Undersigned has executed this instrument to be effective as of the date first set forth above.

BUILDERS REALTY & INVESTMENT CORP.,
an Illinois corporation

By: [Signature]
Name: David Heyes
Title: President

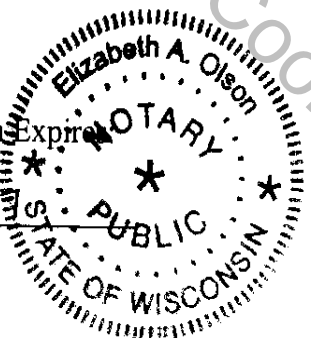
STATE OF ILLINOIS Wisconsin
COUNTY OF COOK Oneida

§
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§

This instrument was ACKNOWLEDGED before me on June 10, 2006, by David Heyes, President of BUILDERS REALTY & INVESTMENT CORP., an Illinois corporation, on behalf of said corporation.

[SEAL]

My Commission Expires
5/20/2008



[Signature]
Notary Public

Elizabeth A Olson
Printed Name of Notary Public

EXHIBIT LIST

- Exhibit A - Legal Description
- Exhibit B - Management Agreement

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EXHIBIT A

Legal Description

Parcel 1

Lot 1 and the North $\frac{1}{2}$ of Lot 2 in Block 19 in DUNCAN'S ADDITION TO CHICAGO (EXCEPT the West 9 feet of all of said Lots for Alley) in the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2

The South 38.22 feet of Lot 5 and all of Lots 6, 7, and 8 (EXCEPT the West 9 feet of all of said Lots for Alley) in Block 19 in DUNCAN'S ADDITION TO CHICAGO, being a Subdivision of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County Illinois.

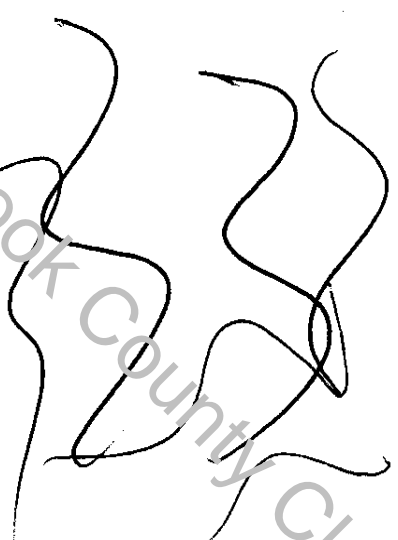
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EXHIBIT B

Management Agreement

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A large, stylized handwritten signature in black ink is centered on the page. The signature is highly cursive and overlaps the diagonal watermark text.

Dallas_1\4424785\1
3011-1976 6/8/2006

EXHIBIT B, Management Agreement - Cover Page
3011-1976/833 W. Jackson Blvd. and 322 S. Green St.

PROPERTY MANAGEMENT AGREEMENT

This Agreement made as of the 1st day of May, 2006, by and between Jackson Green LLC, an Illinois limited liability corporation (hereinafter referred to as "Owner"), and Builders Realty & Investment Corp., an Illinois corporation (hereinafter referred to as "Manager"),

In consideration of the mutual promises and covenants herein, Owner and Manager agree as follows:

ARTICLE I Exclusive Agency.

Owner hereby appoints Manager as the sole and exclusive leasing, rental agent and manager of the property described in Schedule 1 attached hereto (hereinafter referred to as "the Building") and Manager hereby accepts such employment.

ARTICLE II Term of Agreement.

The term of this agreement shall commence May 1, 2006, and shall continue until April 30, 2007, and is automatically renewed thereafter for successive periods of one year each until terminated by either party upon not less than 60 days' written notice prior to the end of the initial term or any renewal period. Manager shall also, at its sole option, have the right to terminate this agreement at anytime during the initial term or any renewal term upon not less than sixty (60) days prior written notice to Owner. Upon termination, Owner shall remain bound by the obligations of all contracts for services, supplies and alterations Manager has entered into in connection with the performance of its obligations hereunder.

ARTICLE III Leasing.

a. **Rental of Building.** Manager shall use its best efforts to rent all space in the Building which is now vacant or may become vacant during the term of this agreement. When appropriate, Manager shall engage the services of other real estate brokers to lease space in the Building who shall be paid from such commissions as may become due to Manager under the terms of this agreement.

b. **Negotiation of Leases.** Owner shall refer all inquiries concerning the rental of space in the Building to Manager. All negotiations with prospective tenants shall be conducted by Manager or under Manager's direction. Manager shall have the authority to execute on behalf of Owner all leases or rental agreements for periods of five (5) years or less. Manager shall execute all leases covering a term of more than five (5) years only with the prior written approval of Owner.

c. **Advertising.** Subject to the approval of Owner and at Owner's expense, Manager shall advertise such space as is available for rent and arrange for such signs, renting plans, brochures and other forms of advertising as may appear advisable. Owner agrees to reimburse Manager for all out-of-pocket expenses, including, but not limited to, long-distance telephone calls and, with Owner's prior approval, the cost of out-of-town travel.

d. **Rental Rates.** Owner shall establish rental rates for space in the Building. Manager shall,

promptly following the execution of this agreement and from time to time thereafter, make recommendations to Owner with respect to rental rates.

e. Compensation. As compensation for renting and leasing space in the Building, Owner shall pay Manager as set forth in Schedule 1.

ARTICLE IV Management.

a. Management of Building. Manager shall manage the Building in an efficient and businesslike manner having due regard for the age and physical condition of the Building. Manager, through its employees and independent contractors, shall supply complete operational services for the Building.

b. Repairs. Manager shall, in the name of and at the expense of Owner, make or cause to be made such ordinary repairs and alterations as Manager may deem advisable or necessary. However, not more than five thousand dollars (\$5,000.00) shall be expended for any one item of repair or alteration without Owner's prior written approval, except emergency repairs if, in the opinion of Manager, such repairs are necessary to protect the Building from damage or to maintain services to tenants as called for in their leases.

c. Service Contracts. Manager shall, in the name of and at the expense of Owner, contract for those utilities and other building, operation and maintenance services Manager shall deem advisable, provided that no service contract shall be for a term exceeding one year without the prior written approval of Owner. Manager shall, at Owner's expense, purchase and keep the Building furnished with all necessary supplies. All expenses shall be charged to Owner at net cost and Owner shall be credited with all rebates, refunds, allowances and discounts allowed to Manager.

d. Reimbursement. Owner agrees to reimburse Manager for all out-of-pocket expense, including, but not limited to, long-distance telephone calls and, with Owner's prior approval, the cost of out-of-town travel.

e. Employees. Except as provided in Schedule 1, all persons employed in the operation of the Building shall be employees of Manager or a legal entity owned or controlled by Manager. Manager shall make disbursements and deposits for all compensation and other amounts payable with respect to persons who are employed in the operation of the Building, including, but not limited to, unemployment insurance, social security, workmen's compensation and other charges imposed by a governmental authority or provided for in a union agreement. Manager shall maintain complete payroll records. All payroll costs, including but not limited to, those enumerated herein, are operating expenses to be reimbursed to Manager from Owner's funds received by Manager.

f. Expenditures. All expenditures authorized by this agreement shall be considered operating expenses to be paid from Owner's funds received by Manager. In the event disbursements shall be in excess of the rents collected, Owner agrees to pay such excess promptly on demand.

g. Monthly Statements. Manager shall, by the fifteenth (15th) day of each month, render to Owner a statement of receipt and disbursements for the preceding month. Manager shall, after deducting Manager's compensation and any other sums due Manager from Owner, hold or expend such sums as Owner may have directed herein or otherwise and remit the balance to Owner.

h. Collection and Segregation of Funds. Manager shall collect the rent and other income from

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tenants of the Building. All funds received by Manager for or on behalf of Owner (less any sum properly deducted by Manager pursuant to any of the provisions of this agreement) shall be deposited in a bank in a special account maintained by Manager for the deposit of funds of Owner and not mingled with the funds of Manager.

i. Bonding Employees. All employees of Manager who handle or are responsible for Owner's funds shall be bonded by a fidelity bond in an adequate amount.

j. Interest and Tax Payments. Manager shall pay interest or amortization on mortgages, taxes, assessments, premiums on insurance or reserves for such items only as designated in Schedule 1.

k. Special Services. At the request of Owner, Manager will perform the following special services for Owner: (i) supervise remodeling, (ii) provide special accounting and (iii) act as property consultant. If such special services are provided, additional fees shall be payable in an amount agreed upon between the parties.

l. Legal Proceedings. Manager shall, at Owner's request and expense, engage counsel and cause such legal proceedings to be instituted as may be necessary to enforce payment of rent and may compromise disputes with tenants involving setoffs or damage claims so long as the amount compromised does not exceed one month's rent payable by such tenant.

m. Compensation. As compensation for management of the Building, Owner shall pay Manager as set forth in Schedule 1.

ARTICLE V **Indemnification.**

a. Indemnification. Owner agrees: (i) to hold and save Manager free and harmless from any damage or injuries to persons or property by reason of any cause whatsoever either in and about the Building or elsewhere when Manager is carrying out the provisions of this agreement or acting under the express or implied directions of Owner; (ii) to reimburse Manager upon demand for any moneys which Manager is required to pay out for any reason whatsoever, under this agreement or in connection with or as an expense in defense of any claim, civil or criminal action, proceeding, charge or prosecution made, instituted or maintained against Manager or Owner and Manager, jointly or severally, affecting or due to the conditions or use of the Building or acts or omissions of Manager or employees of Owner or Manager, or arising out of or based upon any law, regulation, requirement, contract or award relating to the hours of employment, working conditions, wages or compensation of employees or former employees; and (ii) to defend promptly and diligently, at Owner's sole expense, any claim, action or proceeding brought against Manager or Manager and Owner jointly or severally arising out of or connected with any of the foregoing, and to hold harmless and fully indemnify Manager from any judgment, loss or settlement on account thereof. The foregoing provisions of this Article shall survive the termination of this agreement, but this shall not be construed to mean that Owner's liability does not survive as to other provisions of this agreement. Nothing contained in this Article shall relieve Manager from responsibility to Owner for gross negligence or willful misconduct, unless such gross negligence or willful misconduct is covered by Owner's insurance on behalf of Manager.

b. Compliance with Laws. If Owner shall fail or refuse to comply with or abide by any rule, order, determination, ordinance or law of any federal, state or municipal authority, Manager, upon giving twenty-four hours' written notice mailed to Owner at Owner's address as hereinafter set forth, may terminate this

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agreement.

c. Insurance. Owner agrees to carry public liability, elevator liability, and contractual liability (specifically insuring the indemnity provisions contained in Article V, paragraph (a)), steam boiler (if applicable), and such other insurance as the parties agree to be necessary or desirable for the protection of the interests of Owner and Manager. In each such policy of insurance, Owner agrees to designate Manager as a party insured with Owner, and the carrier and the amount of coverage in each policy shall be mutually agreed upon by Owner and Manager. A certificate of each policy issued by the carrier shall be delivered promptly to Manager by Owner. All policies shall provide for ten days' written notice to Manager prior to cancellation.

d. Waiver of Subrogation. Owner shall procure an appropriate clause in, or endorsement on, each of its policies for fire or extended coverage insurance and on all other forms of property damage insurance including, but not limited to, coverage such as water damage, property damage, boiler and machinery insurance and sprinkler leakage insurance, covering the Building or personal property, fixtures or equipment located thereon whereby the insurer waives subrogation or consents to a waiver of the right of recovery against Manager, and having obtained such clause or endorsement of waiver of subrogation or consent to a waiver of right of recovery, Owner hereby agrees that it will not make any claim against or seek to recover from Manager for any loss or damage to property of the type covered by such insurance.

ARTICLE VI Sale of Building.

If the Building is sold prior to termination of this agreement, Manager shall represent Owner in connection with the sale. Owner shall pay Manager a commission for these services in accordance with Schedule I.

ARTICLE VII Miscellaneous

a. Bankruptcy and Insolvency. In the event a petition in bankruptcy is filed by or against either Owner or Manager, or in the event that either shall make an assignment for the benefit of creditors or take advantage of any insolvency act, either party hereto may immediately terminate this agreement by written notice. Remedies set forth hereinabove shall be in addition to and shall not exclude any other remedy available under applicable law to the parties hereto.

b. Independent Contractors. It is expressly understood and agreed that Manager will act as an independent contractor in performance of this agreement. No provision hereunder shall be intended to create a partnership or a joint venture with respect to the Building or otherwise.

c. Notice. Any notice required or permitted under this agreement shall be given when actually delivered or when deposited in the United States mail as certified mail addressed as follows:

To Owner: Jackson Green LLC
9359 Timberline Drive
P.O. Box 881
Minocqua, Wisconsin 54548
To Manager: Builders Realty & Investment Corp.

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9359 Timberline Drive
P.O. Box 881
Minocqua, WI 54548

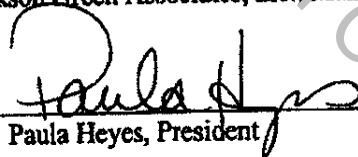
or such other address as may be specified from time to time by either party in writing.

d. Suit or Action. If suit or action is instituted in connection with any controversy arising out of this agreement, the prevailing party shall be entitled to recover, in addition to costs, such sums as the court may adjudge reasonable as attorney's fees in such suit or action and on any appeal from any judgment or decree entered therein.

e. Assignment and Amendment. All terms and conditions of this agreement shall be binding upon the parties hereto and their respective successors and assigns. This agreement may not be modified or amended except by the written agreement of the parties.

IN WITNESS WHEREOF the parties hereto have executed this agreement in duplicate as of the date first hereinabove written.

Jackson Green LLC
Jackson Green Associates, Inc., Manager

By: 
Paula Heyes, President

Builders Realty & Investment Corp.

By: 
David Heyes, President

SCHEDULE 1

Dated: May 1, 2006

1. The Property covered by the management agreement is described as follows:

833 West Jackson Boulevard, 322 South Green Street, Chicago, IL.

2. Owner shall compensate Manager for renting and leasing space in the Property, including expansion of space occupied by existing tenants, as follows:

The leasing commission shall be one dollar \$1.00 per rentable square foot per year of the term or fraction thereof. If a tenant is represented by a real estate broker, Owner shall pay a total amount of one and one-half (1.5) times the aforementioned amount which shall be allocated as follows: two-thirds (2/3) of the total amount shall be paid to tenant's real estate broker and the remaining one-third (1/3) shall be paid to Management Company.

The commission on new leases shall be payable as follows: one-half (1/2) of the commission shall be paid within fifteen (15) days after lease execution and the balance of the commission shall be due and payable within fifteen (15) days after occupancy. The commission on lease renewals and expansions shall be payable as follows: the commission shall be paid in full within fifteen (15) days after lease execution.

Manager shall be entitled to compensation for expansion space and renewals at the rates specified above upon the exercise of options contained in leases negotiated by Manager, even though such options are exercised after the termination or expiration of the agreement. Upon termination of the agreement pursuant to the provisions of Article II, Owner shall recognize Manager as the broker in any pending negotiations for lease of space in the Building. In the event of the consummation of a lease with a person with whom Manager was negotiating at the date of termination of the agreement, Owner shall pay Manager a commission at the rate prescribed above.

3. Manager's compensation for management of the Building shall be as follows:

A management fee of three percent (3%) of the Gross Receipts hereinafter defined) collected during the month from the tenants of the Property and others purchasing service or utilities therefrom. As used herein, the term "Gross Receipts", shall mean all amounts collected or received, whether by Owner or Manager, from the ownership or operation of the Property, including, but not limited to, rents, tenant reimbursements, license fees for antennas or signs, and storage fees or rents, but excluding (i) the proceeds of sale or refinancing of the Property, and (ii) the proceeds of any insurance payable on account of damage to or destruction of the Property (but including rent loss proceeds).

4. In the event of a sale of the Building, for which Manager was responsible in whole or in part, a commission shall be payable to Manager. The exact terms of compensation shall be established by mutual agreement of Owner and Manager based on Manager's responsibility for sale.

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5. Manager shall pay, subject to availability of Owner's funds, mortgage payments, BOMA dues, taxes, assessments, premiums on insurance or reserves.

6. The persons holding the following job categories (current holders listed) who are engaged in the operation of the Building shall be employees of the Manager (but their salaries and benefits shall be reimbursed by Owner):

Building Engineers/Porters: Building Engineering and Porter Services shall be provided by a pool of employees.
 Building Engineer - 2006 Billing Rate: \$44/Hr and \$66/Hr for overtime.
 Building Porter - 2006 Billing Rate: \$15/Hr and \$22.50/Hr for overtime.
 HVAC Technician: Jason Szczur - 2006 Billing Rate: \$60/Hr and \$75/Hr for overtime.

Current billing rates will remain in effect through December 31, 2006. Billing rates will be escalated at five percent (5%) per year, effective January 1 of each year.