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0806433136

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## SUBORDINATION AND STANDSTILL AGREEMENT

BETWEEN

WACHOVIA BANK, NATIONAL ASSOCIATION

and

FT-MARC LOAN LLC

Dated as of February 21, 2008

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Box 400-CTCC

*Handwritten initials*

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## SUBORDINATION AND STANDSTILL AGREEMENT

**SUBORDINATION AND STANDSTILL AGREEMENT** (this "Agreement"), dated as of February 21, 2008 by and between **WACHOVIA BANK, NATIONAL ASSOCIATION**, a national banking association ("Senior Lender") having an address at 77 W. Wacker Drive, WS6014, 29<sup>th</sup> Floor, Chicago, Illinois 60601, and **FT-MARC LOAN LLC**, a Delaware limited liability company ("Subordinate Lender"), having an address at c/o WRT Realty L.P., 7 Bulfinch Place, Suite 500, P.O. Box 9507, Boston, Massachusetts 02114.

### WITNESSETH:

WHEREAS, pursuant to a Loan Agreement dated as of February 21, 2008 (the "Senior Loan Agreement") by and between Senior Lender and SALT CREEK LLC, an Illinois limited liability company (the "Salt Creek Borrower"), ENTERPRISE TRUST BENEFICIARIES (as hereinafter defined), and NORTH STAR TRUST COMPANY, as Trustee ("Trustee") under the provisions of that certain Trust Agreement dated December 30, 2004, and known as Trust Number 04-7869 (the "Enterprise Land Trust") (Enterprise Trust Beneficiaries and Trustee are collectively the "Enterprise Borrower", and collectively with the Salt Creek Borrower, the "Borrower"), Senior Lender has made a loan to the Borrower in the original principal amount of up to Thirteen Million One Hundred Thousand and 00/100 Dollars (\$13,100,000.00) (the "Senior Loan"), evidenced by that certain Promissory Note by Borrower dated as of February 21, 2008 (the "Senior Note"), and secured by, among other things, the Senior Mortgage (defined below), which Senior Mortgage encumbers (i) the real property described on Exhibit A-1 attached hereto and made a part hereof, and all improvements thereon and appurtenances thereto (the "Enterprise Property"), and (ii) the real property described on Exhibit A-2 attached hereto and made a part hereof, and all improvements thereon and appurtenances thereto (the "Salt Creek Property", and together with the Enterprise Property, the "Premises"); and

WHEREAS, pursuant to that certain Loan Agreement dated as of June 9, 2005, by and between Borrower and Subordinate Lender (the "Subordinate Loan Agreement"), the Subordinate Lender has agreed to make a loan to the Borrower in the original principal amount of \$1,600,127.00 (the "Subordinate Loan"), evidenced by that certain Promissory Note dated as of June 9, 2005 (the "Subordinate Note") and secured by, among other things, that certain Junior Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Subordinate Mortgage"), which Subordinate Mortgage shall encumber the Enterprise Property subject to this Agreement.

NOW, THEREFORE, in consideration of the premises, Senior Lender and the Subordinate Lender hereby agree as follows:

#### **Section 1. Definitions; Interpretation.**

(a) Senior Loan Agreement Definitions. Unless otherwise provided, all capitalized terms used herein shall have their respective meanings specified in the Senior Loan Agreement.

(b) Additional Definitions. The following capitalized terms used herein shall have the definitions specified below:

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“Enforcement Action” means any (i) judicial or non-judicial foreclosure proceeding, the exercise of any power of sale, the taking of a deed or assignment in lieu of foreclosure, the obtaining of a receiver or the taking of any other enforcement action against the Premises or Borrower, including, without limitation, the taking of possession or control of the Premises or (ii) acceleration of, or action taken in order to collect, all or any indebtedness secured by the Premises (other than giving of notices of default and statements of overdue amounts).

“Enterprise Trust Beneficiaries” means Gerald Lee Nudo, Laurence H. Weiner, Elliot M. Weiner, and Anne B. Voshel, the beneficiaries under the Enterprise Land Trust.

“Loan Purchase Price” has the meaning set forth in Section 16 of this Agreement.

“Proceeding” is defined in Section 4(a) of this Agreement.

“Senior Collateral” means all of the Premises and all other assets of the Borrower, whether immovable or movable, corporeal or incorporeal (including, without limitation, profits, proceeds, plans, construction contracts, improvements, land, fixtures, equipment and rents) in which Senior Lender holds a lien pursuant to the Senior Documents.

“Senior Documents” means the Senior Loan Agreement, the Senior Note, the Senior Mortgage, and the other Loan Documents (as such term is defined in Senior Loan Agreement).

“Senior Mortgage” means that certain Open-End Mortgage and Security Agreement and Financing Statement, dated as of the Closing Date, by Borrower in favor of Lender, constituting a first lien on the Premises.

“Senior Obligations” means all obligations of the Borrower now or hereafter existing under any Senior Documents, whether for principal, interest, fees, premium, expenses or otherwise, including without limitation (i) the principal and interest amounts as set forth in the Senior Loan Agreement, and (ii) any interest that accrues, or that would accrue but for the operation of an automatic stay or similar provision, after the filing of a petition initiating any Proceeding.

“Subordinate Documents” means the Subordinate Loan Agreement, the Subordinate Note, the Subordinate Mortgage and any other documents evidencing or securing the Subordinate Loan and the Subordinate Obligations.

“Subordinate Obligations” means all obligations of the Borrower now or hereafter existing under any Subordinate Document, whether for principal, interest, fees, premium, expenses or otherwise, including without limitation (i) the principal and interest amounts as set forth in the Subordinate Loan Agreement, and (ii) any interest that accrues, or that would accrue but for the operation of an automatic stay or similar provision, after the filing of a petition initiating any Proceeding.

## **Section 2. Agreement to Subordinate.**

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(a) Obligations. The Subordinate Obligations are and shall be, to the extent and in the manner hereinafter set forth, subordinate and junior in right of payment to the prior payment in full of the Senior Obligations.

(b) Documents and Liens. The Subordinate Documents, and the liens in favor of Subordinate Lender arising pursuant to the Subordinate Documents, are and shall be subordinate and junior in priority to the Senior Documents and the liens in favor of Senior Lender arising pursuant to the Senior Documents. Subordinate Lender confirms that it shall have no claims, rights, powers or prerogatives to the Premises or any other assets, rights, interests or property of the Borrower under or as a result of holding the Subordinate Obligations that is not subordinated as provided herein to any claims, rights, powers or prerogatives of Senior Lender to the Premises or to such other assets, rights, interests or property in connection with or arising out of any Senior Obligations.

## Section 3. No Claim or Payment

(a) No Prior Claim on Assets. No part of the Subordinate Obligations shall have any claim to any assets of the Borrower on a parity with or prior to the claim of the Senior Obligations.

(b) Limitation on Payments. Unless and until the Senior Obligations shall have been paid in full in cash or cash equivalents, Subordinate Lender shall not ask, demand, sue for, take or receive from the Borrower, and the Borrower shall not make, give or permit, directly or indirectly, in cash or other property, or by set-off, redemption, purchase or in any other manner, any payment or prepayment in respect of, or collateral security for, or any distribution with respect to, all or any of the Subordinate Obligations.

(c) Limitation on Awards. In the event of a casualty to the buildings or improvements constructed on any portion of the Premises or a condemnation or taking under a power of eminent domain of all or any portion of the Premises, Senior Lender shall have a first and prior interest in and to any payments, awards, proceeds, distributions, or considerations arising from any such event.

## Section 4. In Furtherance of Subordination.

(a) Distributions. (i) In the event of any distribution, division or application, voluntary or involuntary, by operation of law or otherwise, of all or any part of the assets or business of the Borrower to creditors of the Borrower, or (ii) upon any indebtedness of the Borrower becoming due and payable by reason of any dissolution, liquidation or other winding up of the Borrower or their respective businesses, or by reason of any receivership, insolvency, reorganization or bankruptcy proceedings, assignment for the benefit of creditors, or any arrangement or proceeding by or against the Borrower for any relief under any bankruptcy, reorganization or insolvency law or laws or any law relating to the relief of debtors, readjustment of indebtedness or composition, or any other marshaling of the assets and liabilities of the Borrower (a "Proceeding"), any payment or distribution of any kind (whether in cash, property or securities) which otherwise would be payable or deliverable upon or with respect to the Subordinate Obligations shall be paid or delivered directly to Senior Lender for application (in

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the case of cash) to, or as collateral (in the case of non-cash property or securities) for, the payment or prepayment of the Senior Obligations, until the Senior Obligations shall have been paid in full.

(b) Payments Held in Trust. All payments or distributions on or with respect to the Subordinate Obligations which are received by Subordinate Lender contrary to the provisions of this Agreement shall be received in trust for the benefit of Senior Lender, shall be segregated from other funds and property held by Subordinate Lender and shall be promptly paid over to Senior Lender in the same form as so received (with any necessary endorsement) to be applied (in the case of cash) to, or held as collateral (in the case of non-cash property or securities) for, the payment or prepayment of the Senior Obligations in accordance with the terms of the Senior Loan Documents.

(c) Senior Lender's Right to Collect. Subordinate Lender irrevocably authorizes and empowers Senior Lender, in connection with any proceeding or distribution described in Section 4(a), to demand, sue for, collect and receive every such payment or distribution referred to in such Section and give acquittance therefor, and to file claims and proofs of claim in any statutory or non-statutory proceeding and to take such other proceedings, in its own name, or in the name of Subordinate Lender or otherwise, as Senior Lender may deem necessary or advisable for the enforcement of this Agreement, and Senior Lender agrees to provide to Subordinate Lender from time to time a reasonable accounting therefor.

(d) Specific Performance. Each of Senior Lender and Subordinate Lender is hereby authorized to demand specific performance of this Agreement, at any time when Subordinate Lender or Senior Lender, as the case may be, shall have failed to comply with any of the provisions of this Agreement applicable to it.

## **Section 5. No Commencement of Any Proceeding.**

Unless and until the Senior Obligations shall have been paid in full, Subordinate Lender shall not commence, or join with any creditor other than Senior Lender in commencing, any Proceeding or any other proceeding against the Borrower to enforce or collect the Subordinate Obligations. Unless and until the Senior Obligations shall have been paid in full, Subordinate Lender shall not commence any Enforcement Action with respect to the Borrower or the Premises, and shall have no right to obtain title to the Premises pursuant to any Enforcement Action or otherwise.

Subordinate Lender hereby agrees, unless and until the Senior Obligations have been paid in full, that (i) it shall not initiate, make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action in any Proceeding by or against the Borrower without the prior consent of Senior Lender; (ii) Senior Lender may vote in any such Proceeding any and all claims of Subordinate Lender, if any, and Subordinate Lender hereby appoints Senior Lender as its agent, and grants to the Senior Lender an irrevocable power of attorney coupled with an interest, and its proxy, for the purpose of exercising any and all rights and taking any and all actions available to Subordinate Lender in connection with any case by or against the Borrower in any Proceeding, including without limitation, the right to file and/or prosecute any claims, to vote to accept or reject a plan, to make any election under the Bankruptcy Code; and (iii) Subordinate Lender shall not challenge the validity or amount of any

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claim submitted in such Proceeding by Senior Lender or any valuations of the Premises or other Senior Loan collateral submitted by Senior Lender in such Proceeding or take any other action in such Proceeding, which is adverse to Senior Lender's enforcement of its claim or receipt of adequate protection (as that term is defined in the Bankruptcy Code).

## **Section 6. Waiver of Rights of Subrogation.**

No payment or distribution to Senior Lender pursuant to the provisions of this Agreement shall entitle Subordinate Lender to exercise any rights of subrogation in respect thereof until the Senior Obligations shall have been paid in full.

## **Section 7. Restrictions on Amendments to Documents.**

Unless and until all of the Senior Obligations shall have been fully paid and satisfied, no provision of the Subordinate Documents shall be amended, modified, supplemented or waived without the prior written consent of Senior Lender.

## **Section 8. Further Assurances.**

Senior Lender and Subordinate Lender shall at any time and from time to time, promptly execute and deliver all further instruments and documents (including without limitation powers of attorney, assignments and proofs of claim), and promptly take all further action (including, without limitation, filing proofs of claim and taking other actions to collect the Subordinate Obligations) that may be necessary or desirable, or that Senior Lender or Subordinate Lender, as the case may be, may reasonably request, in order to protect any right or interest granted or purported to be granted hereby or to enable Senior Lender or Subordinate Lender, as the case may be, to exercise and enforce its rights and remedies hereunder. Subordinate Lender hereby appoints Senior Lender as its attorney-in-fact, with full authority in the place and stead of Subordinate Lender, and in the name of Subordinate Lender or otherwise, to take any action and to execute any instrument that Senior Lender may deem necessary or advisable to accomplish the foregoing.

## **Section 9. Transfer of Subordinate Obligations.**

Subordinate Lender shall not sell, assign, pledge, transfer or otherwise dispose of any of the Subordinate Obligations without the prior written consent of Senior Lender.

## **Section 10. Acknowledgment and Consent to Senior Loan Documents.**

Subordinate Lender (i) acknowledges receipt of the Senior Loan Documents, and (ii) agrees that it has received, has reviewed, and consents to the terms of, and the entering into and the performance by the Borrower of, the Senior Loan Documents, and (iii) consents to Borrower's grant to Senior Lender pursuant to the Mortgage of a first priority lien and security interest in the Premises as set forth in the Mortgage.

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## Section 11. Acknowledgment and Consent to Subordinate Lender Security Documents.

Senior Lender (i) acknowledges receipt of the Subordinate Documents, (ii) agrees that it has been fully informed of and consents to the terms, the existence of, the entering into and the performance by the Borrower of the Subordinate Documents, and (iii) consents to Borrower's grant to Subordinate Lender pursuant to the Subordinate Mortgage, of a second priority lien and security interest in the Premises as set forth in the Subordinate Mortgage.

## Section 12. Representations and Warranties.

Senior Lender and Subordinate Lender hereby represent and warrant that (i) the execution, delivery and performance by such party of this Agreement have been duly and validly authorized by all necessary action, and (ii) this Agreement has been duly and validly executed and delivered by such party and constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

## Section 13. Subordination Not Impaired.

(a) No Consent Required. Without further consent by or notice to Subordinate Lender, and without impairing, abridging, releasing or affecting the subordination provided for herein,

(i) any demand for payment of any of the Senior Obligations may be rescinded in whole or in part, and any of the Senior Obligations, or the liability of the Borrower or any other party upon or for any part thereof, or any collateral security or guaranty therefor or right of offset with respect thereto may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered, or released;

(ii) any of the Senior Documents may be amended, modified, waived, supplemented or terminated, in whole or in part, as Senior Lender may deem advisable, and any collateral security at any time held by Senior Lender for the payment of any of the Senior Obligations may be sold, exchanged, waived, surrendered or released.

(iii) Senior Lender may exercise or refrain from exercising any right, remedy or power granted by any document or instrument creating, evidencing or otherwise relating to the Senior Obligations, or at law, in equity, or otherwise, with respect to the Senior Obligations, or any collateral security lien (legal or equitable), held, given or intended to be given therefor (including, without limitation, the right to perfect any lien or security interest created in connection therewith); and

(iv) any balance of funds with any bank or other institution at any time standing to the credit of Borrower or any other guarantor of any of the Senior Obligations may, from time to time, in whole or in part, be surrendered or released, all as Senior Lender may deem advisable.

(b) No Notice Required. Senior Lender shall not be prejudiced in its right to enforce the subordination contained herein in accordance with the terms hereof by any act or failure to



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act on the part of the Borrower or failure by the Borrower to provide Subordinate Lender with any notice whatsoever.

(c) Reliance. Senior Lender shall be conclusively presumed to have made the Senior Loan and acquired all Senior Obligations, whether now outstanding or hereafter created, in reliance on the terms of this Agreement.

## Section 14. Continuing Agreement.

This Agreement is a continuing agreement and shall:

(i) remain in full force and effect until the Senior Obligations shall have been paid in full in cash or cash equivalents, and continue to be effective, or be reinstated, as the case may be, if at any time any payment of all or any part of the Senior Obligations is rescinded or must otherwise be returned upon the insolvency, bankruptcy or reorganization of the Borrower, all as though such payment had not been made,

(ii) be binding upon Subordinate Lender and its successors and assigns, and

(iii) inure to the benefit of and be enforceable by Senior Lender and its successors and assigns.

## Section 15. Remedies; Expenses.

(a) Remedies. Senior Lender may proceed to protect and enforce its rights hereunder in any court or other tribunal by an action at law, suit in equity or other appropriate proceedings, whether for damages, for the specific performance of any term hereof, or otherwise, or in aid of the exercise of any power granted hereby or by law, it being expressly agreed that:

(i) Delays. No course of dealing and no failure or delay by Senior Lender in exercising any right, power or remedy shall operate as a waiver thereof or otherwise prejudice or impair any of its rights, powers or remedies;

(ii) Partial Exercise. No single or partial exercise of any such right shall preclude any other or further exercise thereof or the exercise of any other legal right; and

(iii) Non-Exclusive. No right, power or remedy conferred upon Senior Lender hereby shall be exclusive of any other right, power or remedy referred to herein or now or hereafter available at law, in equity, by statute or otherwise.

(b) Expenses. To the extent it is in breach of any of the terms or conditions of this Agreement, Subordinate Lender agrees to pay, upon demand, to Senior Lender the amount of any and all reasonable expenses, including without limitation reasonable attorneys' fees, expenses, and disbursements, which Senior Lender may incur in connection with the exercise or enforcement of any of its rights or interests hereunder.

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## Section 16. Right to Purchase Senior Loan.

(a) If the Senior Loan has been accelerated or any other Enforcement Action has been commenced by Senior Lender and is continuing under the Senior Loan Documents (each of the foregoing, a "Purchase Option Event"), Senior Lender shall provide written notice of such Purchase Option Event to Subordinate Lender, and upon ten (10) Business Days prior written notice to Senior Lender, Subordinate Lender shall have the right to purchase, in whole but not in part, the Senior Loan for a price equal to the outstanding principal balance thereof, together with all accrued interest and other amounts due thereon (including, without limitation, any late charges, default interest, advances and post-petition interest), including all costs and expenses (including reasonable legal fees and expenses) actually incurred by Senior Lender in enforcing the terms of the Senior Loan Documents (the "Loan Purchase Price"). Concurrently with payment to the Senior Lender of the Loan Purchase Price, Senior Lender shall deliver, or cause to be delivered, to Subordinate Lender, all Senior Loan Documents held by or on behalf of Senior Lender, and will execute in favor of Subordinate Lender or its designee assignment documentation, in form and substance reasonably acceptable to Subordinate Lender, at the sole cost and expense of Subordinate Lender, to assign to Subordinate Lender the Senior Loan and its rights under the Senior Loan Documents (without recourse, representations, indemnities or warranties). The right of Subordinate Lender to purchase the Senior Loan shall automatically terminate (i) upon a transfer of the Premises by foreclosure sale, sale by power of sale or delivery of a deed in lieu of foreclosure or (ii) if a Purchase Option Event ceases to exist.

(b) Subordinate Lender covenants not to enter any agreement with the Borrower or any of its respective Affiliates to purchase the Senior Loan pursuant to subsection (a) above or in connection with any refinancing of the Senior Loan in any manner designed to avoid or circumvent the provisions of the Senior Loan Documents which require the payment of a prepayment fee, yield maintenance charge or exit interest in connection with a prepayment of the Senior Loan by the Borrower.

## Section 17. Notices.

Any notice hereunder shall be in writing and shall be delivered by recognized courier, facsimile transmission or certified mail, return receipt requested, and shall be conclusively deemed to have been received by a party hereto and to be effective on the day on which delivered or sent by facsimile transmission to the following addresses, or to such other address or number as each party shall have last specified by notice to the other parties, or, if sent by certified mail, on the tenth (10th) Business Day after the day on which mailed, addressed to such party at such address:

If to Senior Lender: Wachovia Bank, National Association  
77 West Wacker Drive, WS6014, 29<sup>th</sup> Floor  
Chicago, Illinois, 60601  
Attn: Mike Sedivy  
Facsimile: 574-312-6898

with a copy to: Schwartz Cooper Chartered  
180 North LaSalle Street, Suite 2700

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Chicago, Illinois 60601  
 Attn: Joseph Q. McCoy, Esq.  
 Facsimile: 312-264-2413

If to Subordinate  
Lender: FT-Marc Loan LLC  
 c/o WRT Realty L.P.  
 7 Bulfinch Place, Suite 500  
 P.O. Box 9507  
 Boston, Massachusetts 02114  
 Attn: Thomas Staples  
 Facsimile: 617-570-4746

with a copy to: Post Heymann & Koffler LLP  
 Two Jericho Plaza, Wing A  
 Jericho, New York 11753  
 Attn: David J. Heymann, Esq.  
 Facsimile: 516-433-2777

## Section 18. Integration; Amendments.

This Agreement embodies the entire understanding of the parties hereto, and supersedes all prior negotiations, understandings and agreements between them with respect to the subject matter hereof. No amendment or waiver of any provision of this Agreement nor consent to any departure therefrom shall in any event be effective unless the same shall be in writing and signed by the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

## Section 19. Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS.

## Section 20. Jurisdiction and Consent to Suit.

(i) JURISDICTION. ANY PROCEEDING TO ENFORCE THIS AGREEMENT MAY BE BROUGHT BY SENIOR LENDER IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF ILLINOIS.

(ii) WAIVER OF OBJECTION TO VENUE. SUBORDINATE LENDER HEREBY IRREVOCABLY WAIVES ANY PRESENT OR FUTURE OBJECTION TO ANY SUCH VENUE, AND IRREVOCABLY CONSENTS AND SUBMITS UNCONDITIONALLY TO THE NON-EXCLUSIVE JURISDICTION FOR ITSELF AND IN RESPECT OF ANY OF ITS PROPERTY OF ANY SUCH COURT; and

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(iii) WAIVER OF OBJECTION TO FORUM. SUBORDINATE LENDER HEREBY FURTHER IRREVOCABLY WAIVES ANY CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION, SUIT, OR PROCEEDING BROUGHT THEREIN HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

## **Section 21. Jury Trial Waiver.**

EACH OF SUBORDINATE LENDER AND SENIOR LENDER HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THIS AGREEMENT.

## **Section 22. Severability.**

If any provision of this Agreement shall be invalid, illegal, or unenforceable in any jurisdiction, the parties hereto agree to the fullest extent they may effectively do so that the validity, legality, and enforceability of such provision in other jurisdictions, and the validity, legality, and enforceability of the other provisions in such jurisdiction, shall not in any way be affected or impaired thereby.

## **Section 23. Termination.**

Except as otherwise expressly set forth herein, the obligations of the parties under this Agreement shall terminate on the date on which the Senior Loan has been indefeasibly paid in full and Borrower has no further right to request disbursements of the Senior Loan, whereupon each of the parties agrees promptly to execute and deliver all discharges and releases, and take all further action, as may be reasonably requested by any other party in order to evidence such termination.

## **Section 24. Counterparts.**

This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same instrument.


*[Signature Page to Follow]*

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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

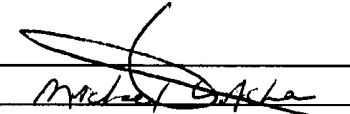
**SENIOR LENDER:**

**WACHOVIA BANK, NATIONAL ASSOCIATION**, a national banking association

By:   
Name: Jerry Lumpkins, Sr.  
Title: Vice President

**SUBORDINATE LENDER:**

**FT-MARC LOAN LLC**, a Delaware limited liability company

By:   
Name: Michael Gaska  
Title: CEO

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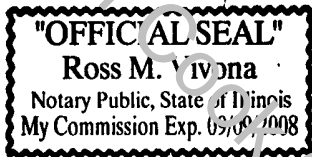
STATE OF IL )  
 ) ss.  
COUNTY OF COOK )

I, ROSS M. VIVONA a Notary Public in and for said County, in the State aforesaid, do hereby certify that JERRY LUMPKIN Sr., the VP of **WACHOVIA BANK, NATIONAL ASSOCIATION**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Jerry Lumpkin Sr.; appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 21 day of February, 2008.

[Signature]  
NOTARY PUBLIC

(SEAL)



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STATE OF NEW YORK )  
 ) ss.  
COUNTY OF NASSAU )

I, David J. Heymann a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael L. Ashner, the Chief Executive Officer of FT-Marc Loan LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 19<sup>th</sup> day of February, 2008.

  
NOTARY PUBLIC

DAVID J. HEYMANN  
Notary Public State of New York  
No. 02HE5039009  
Qualified in Nassau County  
Commission Expires February 13, 20\_\_

(SEAL)

Property of Cook County Clerk's Office

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## EXHIBIT A-1

### LEGAL DESCRIPTION OF ENTERPRISE PROPERTY

Property of Cook County Clerk's Office





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## LEGAL DESCRIPTION

THAT PART OF LOTS 1 AND 2 LYING NORTH OF THE FOLLOWING DESCRIBED LINE,

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 2, THAT IS 32.50 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 89 DEGREES, 56 MINUTES, 35 SECONDS EAST TO A POINT ON THE WEST RIGHT OF WAY OF ENTERPRISE DRIVE, IN ENTERPRISE CENTRE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON AUGUST 4, 1989 AS DOCUMENT 89357915, IN COOK COUNTY, ILLINOIS.

2205 - 2255 ENTERPRISE DR.  
WESTCHESTER, IL.

15-30-205-004-0000

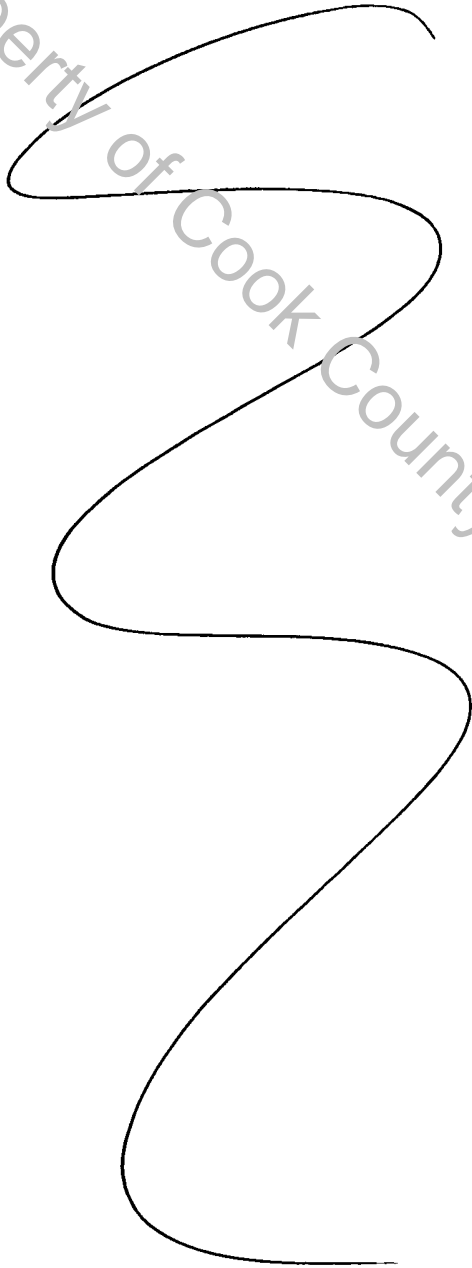
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## EXHIBIT A-2

### LEGAL DESCRIPTION OF SALT CREEK PROPERTY

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## LEGAL DESCRIPTION

### TRACT 1:

THAT PART OF SECTIONS 1 AND 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHERLY LINE OF ALGONQUIN ROAD THAT IS THE INTERSECTION OF SAID NORTH LINE WITH THE SOUTHEASTERLY LINE OF PLUM GROVE ESTATES UNIT NO. 4, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED NOVEMBER 30, 1956 AS DOCUMENT NO. 16769161; THENCE NORTH 52 DEGREES 43 MINUTES 20 SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF SAID SUBDIVISION, 370.0 FEET; THENCE SOUTH 37 DEGREES 16 MINUTES 40 SECONDS EAST, 40.0 FEET FOR THE PLACE OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED; THENCE NORTH 52 DEGREES 43 MINUTES 20 SECONDS EAST, 365.0 FEET; THENCE SOUTH 37 DEGREES 16 MINUTES 40 SECONDS EAST, 292.51 FEET TO A POINT ON THE WESTERLY LINE OF A FRONTAGE ROAD; THENCE SOUTHERLY ALONG THE LINE OF SAID ROAD, BEING A CURVED LINE CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 389.0 FEET, A DISTANCE OF 13.96 FEET, ARC MEASURE, TO A POINT OF TANGENT; THENCE SOUTH 14 DEGREES 23 MINUTES 54 SECONDS WEST ALONG THE WESTERLY LINE OF SAID FRONTAGE ROAD, 273.76 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG A CURVED LINE, CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 60.0 FEET, A DISTANCE OF 102.28 FEET, ARC MEASURE, TO A POINT OF TANGENT; THENCE NORTH 67 DEGREES 55 MINUTES 53 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID FRONTAGE ROAD, 249.05 FEET TO AN INTERSECTION WITH A LINE 280.0 FEET SOUTHEASTERLY OF, MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE SOUTHEASTERLY LINE OF PLUM GROVE ESTATES UNIT NO. 4, AFORESAID; THENCE NORTH 52 DEGREES 43 MINUTES 20 SECONDS EAST, ALONG SAID PARALLEL LINE, 76.67 FEET; THENCE NORTH 37 DEGREES 16 MINUTES 40 SECONDS WEST, 240.0 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

### TRACT 2:

THAT PART OF SECTIONS 1 AND 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHERLY LINE OF ALGONQUIN ROAD THAT IS THE INTERSECTION OF SAID NORTH LINE WITH THE SOUTHEASTERLY LINE OF PLUM GROVE ESTATES UNIT NO. 4, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED NOVEMBER 30, 1956 AS DOCUMENT NO. 16769161; THENCE NORTH 52 DEGREES 43 MINUTES 20 SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF SAID SUBDIVISION, 370.0 FEET FOR A PLACE OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED; THENCE CONTINUING NORTH 52 DEGREES 43 MINUTES 20

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SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF SAID SUBDIVISION, 405.0 FEET; THENCE SOUTH 37 DEGREES 16 MINUTES 40 SECONDS EAST, 306.77 FEET TO A POINT ON THE WESTERLY LINE OF A FRONTAGE ROAD; THENCE SOUTHERLY ALONG THE LINE OF SAID ROAD, BEING A CURVED LINE CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 389.0 FEET, A DISTANCE OF 47.60 FEET, ARC MEASURE; THENCE NORTH 37 DEGREES 16 MINUTES 40 SECONDS WEST, 292.51 FEET TO AN INTERSECTION WITH A LINE 40.0 FEET SOUTHEASTERLY OF, MEASURED AT RIGHT ANGLES AND PARALLEL WITH, THE SOUTHEASTERLY LINE OF PLUM GROVE ESTATES UNIT NO. 4, AFORESAID; THENCE SOUTH 52 DEGREES 43 MINUTES 20 SECONDS WEST, ALONG SAID PARALLEL LINE, 365.0 FEET; THENCE NORTH 37 DEGREES 16 MINUTES 40 SECONDS WEST, 40.0 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## TRACT 3:

EASEMENT FOR THE BEIEFIT OF PARCEL 2, TRACTS 1 AND 2 AS CREATED BY GRANT MADE BY CITIZENS BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 21, 1977 AND KNOWN AS TRUST NUMBER 66-3411 DATED MARCH 26, 1979 AND RECORDED APRIL 4, 1979 AS DOCUMENT NO. 24904042 FOR STORM SEWER AND WATER DETENTION PURPOSES OVER THE FOLLOWING DESCRIBED LAND:

AND EXCEPTING ANY PART OF PARCEL 3, TRACT 1, AND ALSO EXCEPTING ANY PART CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION BY DEEDS RECORDED AS DOCUMENT NOS. 91092231 AND 91092232; THAT PART OF SECTIONS 1 AND 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE THEN EXISTING NORTHERLY LINE OF ALGONQUIN ROAD THAT IS THE INTERSECTION OF SAID NORTHERLY LINE WITH THE SOUTHEASTERLY LINE OF PLUM GROVE ESTATES UNIT NO. 4, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED NOVEMBER 30, 1956 AS DOCUMENT NUMBER 16769161; THENCE SOUTHEASTERLY ALONG THE THEN EXISTING NORTHERLY LINE OF ALGONQUIN ROAD, BEING A CURVED LINE, CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 5679.65 FEET, A DISTANCE OF 10.35 FEET, ARC MEASURE; THENCE SOUTH 68 DEGREES 39 MINUTES 20 SECONDS EAST, 35.27 FEET ALONG THE THEN NORTHEASTERLY LINE OF ALGONQUIN ROAD, AS WIDENED, FOR A PLACE OF BEGINNING OF THAT TRACT OF LAND TO BE DESCRIBED; THENCE NORTH 52 DEGREES 43 MINUTES 20 SECONDS EAST, PARALLEL WITH THE SOUTHEASTERLY LINE OF PLUM GROVE ESTATES UNIT NO. 4, AFORESAID, 127.93 FEET; THENCE NORTH 07 DEGREES 43 MINUTES 20 SECONDS EAST, 55.74 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID SUBDIVISION WHICH IS 190.24 FEET NORTHEASTERLY OF THE INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID SUBDIVISION WITH THE THEN NORTHEASTERLY LINE, OF ALGONQUIN ROAD, THENCE NORTH 52 DEGREES 43 MINUTES 20 SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF SAID SUBDIVISION, 179.76 FEET TO A POINT WHICH IS 370.0 FEET NORTHEASTERLY OF THE INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID SUBDIVISION WITH THE THEN NORTHEASTERLY LINE OF ALGONQUIN ROAD; THENCE SOUTH 37 DEGREES 16 MINUTES 40 SECONDS EAST, 5.0 FEET; THENCE SOUTH 52 DEGREES 43 MINUTES 20 SECONDS WEST, 177.68 FEET; THENCE SOUTH 07 DEGREES 43 MINUTES 20 SECONDS WEST, 48.67 FEET; THENCE SOUTH 37 DEGREES 16 MINUTES 40 SECONDS EAST, 121.38 FEET TO A POINT ON THE NORTHWESTERLY LINE OF FRONTAGE ROAD; THENCE SOUTHWESTERLY ALONG THE LINE OF SAID ROAD, BEING A CURVED LINE, CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 92.0 FEET, A DISTANCE OF 33.18 FEET, ARC MEASURED TO A POINT OF TANGENT; THENCE SOUTH 24 DEGREES 37 MINUTES 50 SECONDS WEST ALONG SAID TANGENT, BEING ALSO A RADIAL LINE OF ALGONQUIN ROAD, 20.02 FEET TO A

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POINT 65.0 FEET, MEASURED RADially, NORTHEASTERLY OF THE CENTER LINE OF SAID ALGONQUIN ROAD AS THEN LOCATED AND ESTABLISHED; THENCE NORTH 68 DEGREES 39 MINUTES 20 SECONDS WEST ALONG A STRAIGHT LINE THAT FORMS AN ANGLE OF 93 DEGREES 17 MINUTES 10 SECONDS WITH THE LAST DESCRIBED LINE, AS MEASURED FROM NORTH, 165.0 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## TRACT 4:

THAT PART OF SECTIONS 1 AND 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SECTIONS 6 AND 7, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHERLY LINE OF ALGONQUIN ROAD THAT IS THE INTERSECTION OF SAID NORTHERLY LINE WITH THE SOUTHEASTERLY LINE OF PLUM GROVE ESTATES, UNIT NO. 4, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED NOVEMBER 30, 1956 AS DOCUMENT NUMBER 16769161; THENCE NORTH 52 DEGREES 43 MINUTES 20 SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF SAID SUBDIVISION, 775.0 FEET FOR A PLACE OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED; THENCE CONTINUING NORTH 52 DEGREES 43 MINUTES 20 SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF SAID SUBDIVISION, 505.51 FEET TO AN ANGLE POINT IN SAID LINE; THENCE NORTH 76 DEGREES 41 MINUTES 50 SECONDS EAST, 315.57 FEET TO THE SOUTHEAST CORNER OF LOT 147 IN SAID PLUM GROVE ESTATES UNIT NO. 4, AND THE WESTERLY LINE OF A FRONTAGE ROAD; THENCE SOUTHWESTERLY ALONG THE LINE OF SAID FRONTAGE ROAD THE FOLLOWING FOUR COURSES; THENCE SOUTH ALONG THE WESTERLY LINE OF SAID ROAD, BEING A CURVED LINE, CONVEX TO THE WEST AND HAVING A RADIUS OF 4,961.15 FEET, A DISTANCE OF 45.97 FEET, ARC MEASURE, THE CHORD OF SAID CURVE BEARING SOUTH 02 DEGREES 29 MINUTES 14 SECONDS WEST TO A POINT OF REVERSE CURVE; THENCE SOUTHWESTERLY ALONG A CURVED LINE, CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 350.0 FEET, A DISTANCE OF 352.27 FEET, ARC MEASURE, THE CHORD OF SAID CURVE BEARING SOUTH 31 DEGREES 03 MINUTES 51 SECONDS WEST, 337.59 FEET, TO A POINT OF TANGENT; THENCE SOUTH 59 DEGREES 53 MINUTES 02 SECONDS WEST, 214.63 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG A CURVED LINE, CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 389.0 FEET, A DISTANCE OF 247.25 FEET, ARC MEASURE, TO AN INTERSECTION WITH A LINE DRAWN AT RIGHT ANGLES TO THE SOUTHEASTERLY LINE OF SAID PLUM GROVE ESTATES UNIT NO. 4, THROUGH THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION; THENCE NORTH 37 DEGREES 16 MINUTES 40 SECONDS WEST ALONG THE LAST DESCRIBED LINE, 306.77 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## TRACT 5:

THAT PART OF SECTIONS 1 AND 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHERLY LINE OF ALGONQUIN ROAD THAT IS THE INTERSECTION OF SAID NORTH LINE WITH THE SOUTHEASTERLY LINE OF PLUM GROVE ESTATES UNIT NO. 4, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED NOVEMBER 30, 1956 AS DOCUMENT NO. 16769161; THENCE NORTH 52 DEGREES 43 MINUTES 20 SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF SAID SUBDIVISION, 362.0 FEET FOR A PLACE OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED; THENCE CONTINUING NORTH 52 DEGREES 43 MINUTES 20 SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF SAID PLUM GROVE ESTATES UNIT NO. 4, 8.0 FEET; THENCE SOUTH 37 DEGREES 16 MINUTES 40 SECONDS EAST, 280.0 FEET; THENCE SOUTH 52 DEGREES 43 MINUTES 20 SECONDS WEST, 4.0 FEET; THENCE NORTH 38 DEGREES 05 MINUTES 46 SECONDS WEST, 280.03 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

2000 - 2060 E. ALGONQUIN,  
SCHAUMBURG, IL

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