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Doc#: 0903026021 Fee: \$66.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/30/2009 08:41 AM Pg: 1 of 16

FOURTH LOAN AND MORTGAGE MODIFICATION AGREEMENT



This Fourth Loan and Mortgage Modification Agreement ("Agreement") is dated as of December 22, 2008 but is effective as of December 15, 2008, by and among THE SHOPPES AT PRIME VILLAGE, LLC, an Illinois limited liability company ("Borrower"), as successor by merger to K and H Real Estate Development, Inc., an Illinois corporation ("Borrower's Predecessor"), STEVE HOMATAS ("Homatas"), GEORGE KALKOUNOS ("Kalkounos") and ALVIN CARLSEN ("Carlsen") (hereinafter, Homatas, Kalkounos and Carlsen are collectively referred to as, the "Guarantors") and FCB NATIONAL BANK, a national banking association ("Lender").

RECITALS:

WHEREAS, pursuant to a Construction Loan Agreement dated May 17, 2007, by and between Lender and Borrower's Predecessor ("Loan Agreement"), Lender made a loan to Borrower in the original principal amount of NINE MILLION FIVE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$9,525,000.00) ("Loan"); and

WHEREAS, the Loan is evidenced by a Note dated May 17, 2007 executed by the Borrower's Predecessor and payable to the order of Lender, as amended by the hereinafter defined First Modification which amended and increased the stated original principal balance of the Note to TEN MILLION SEVEN HUNDRED FIFTY-TWO THOUSAND AND NO/100 DOLLARS (\$10,752,000.00) in order to reflect the advance of the hereinafter defined ONE MILLION TWO HUNDRED TWENTY-SEVEN THOUSAND AND NO/100 DOLLARS (\$1,227,000.00) Additional Loan Proceeds ("Note"); and

WHEREAS, the Loan is secured, *inter alia*, by a Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated May 17, 2007 executed by the Borrower's Predecessor, and recorded on June 1, 2007 with the Cook County, Illinois Recorder of Deeds Office as Document Number 0715202010 ("Mortgage") encumbering the Premises (as defined in the Mortgage) legally described on Exhibit "A" attached hereto; and

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CHICAGO TITLE INS. CO.

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WHEREAS, the Loan is further secured, *inter alia*, by an Assignment of Leases and Rents dated May 17, 2007 executed by the Borrower's Predecessor and recorded on June 1, 2007 with the Cook County, Illinois Recorder of Deeds Office as Document Number 0715202011 ("Assignment of Leases and Rents") encumbering the Property (as defined in the Assignment of Leases and Rents) legally described on Exhibit "A" attached hereto; and

WHEREAS, the Loan is further secured, *inter alia*, by a Guaranty of Payment and Completion dated May 17, 2007 executed by Homatas and Kalkounos (collectively, the "Initial Guarantors") to and for the benefit of Lender ("Initial Guaranty") and by a Guaranty of Payment and Completion dated April 25, 2008 executed by Carlsen to and for the benefit of Lender (the "Additional Guaranty"); and

WHEREAS, pursuant to that certain Loan and Mortgage Modification Agreement dated December 28, 2007 executed by and among the Borrower's Predecessor, the Initial Guarantors and Lender which was recorded on February 4, 2008 with the Cook County, Illinois Recorder of Deeds Office as Document Number 0803505013 ("First Modification"), the Lender loaned to the Borrower's Predecessor the additional sum equal to ONE MILLION TWO HUNDRED TWENTY-SEVEN THOUSAND AND NO/100 DOLLARS (\$1,227,000.00) ("Additional Loan Proceeds"), which Additional Loan Proceeds were used to construct a 10,660 square foot retail center as part of the Project, and were to be disbursed to the Borrower's Predecessor and Borrower in accordance with the terms of the Loan Agreement in the same manner and subject to the same terms and conditions as any other Advance; and

WHEREAS, Borrower's Predecessor, in order to reduce administrative costs and facilitate operating efficiencies, merged with and into the Borrower effective as of May 1, 2008 ("Merger"), with the result that the existence of the Borrower's Predecessor as a separate entity ceased and the Borrower was the survivor of the Merger; and

WHEREAS, in order to induce Lender to consent to the Merger of the Borrower's Predecessor into the Borrower, Borrower assumed all of the liabilities and obligations under the Loan including the Additional Loan Proceeds and the Loan Documents, and Carlsen executed and delivered the Additional Guaranty in favor of Lender guaranteeing the repayment of the Loan and the Additional Loan Proceeds, pursuant to the terms and conditions of that certain Assumption and Second Loan and Mortgage Modification Agreement dated as of April 25, 2008 executed by and among Borrower, Borrower's Predecessor, the Guarantors and Lender which was recorded with the Cook County, Illinois Recorder of Deeds Office on June 25, 2008 as Document No. 0817733011 (the "Assumption and Second Modification"); and

WHEREAS, the term and Maturity Date of the Loan was extended to December 15, 2008 pursuant to that certain Third Loan and Mortgage Modification Agreement dated as of November 15, 2008 executed by and among the Borrower, the Guarantors and Lender which was recorded with the Cook County, Illinois Recorder of Deeds Office on December 10, 2008 as Document No. 0834533021 (the "Third Modification"); and

WHEREAS, Borrower and the Guarantors have requested Lender to convert the Loan to a two (2) year term Loan and extend the Maturity Date of the Loan to December 15, 2010 and to

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amend the Interest Rate and repayment terms of the Loan and amend other terms of the Loan Documents as set forth in this Agreement and Lender is willing to agree to such amendment and extension of the Loan subject to the terms and conditions of this Agreement, including, but not limited to the Borrower's and Guarantors' satisfaction of all of "Lender's Conditions Precedent" (as such term is hereinafter defined); and

WHEREAS, the Borrower and Guarantors hereby accept and consent to all of the terms and conditions of this Agreement, including, but not limited to, all of Lender's Conditions Precedent.

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

AGREEMENTS:

1. **Recitals; Defined Terms.** The foregoing recitals are incorporated into this Agreement as if fully set forth herein. Except as specifically defined herein, all capitalized terms used in the recitals and in the body of this Agreement shall have the definitions ascribed therefore in the Loan Agreement.

2. **Status of Loan.** Borrower and the Guarantors acknowledge and agree as follows:

(a) As of December 23, 2008, the outstanding principal balance under the Loan is TEN MILLION SEVEN HUNDRED SEVENTY-TWO THOUSAND AND NO/100 DOLLARS (\$10,752,000.00);

(b) As of December 15, 2008, there is zero dollars available on a go forward basis on the Loan and the Borrower and Guarantors acknowledge and agree that no further disbursements of the Loan shall be made by Lender except solely for any Protective Advances which Lender elects to advance under the Loan Documents in its sole discretion; and

(c) As of the date hereof, no Event of Default has occurred and no event has occurred or condition exists that, with notice and/or the passage of time, would constitute an Event of Default.

3. **Amendments to the Loan Agreement.**

(a) The definition of "Maturity Date" in Exhibit A of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

"Maturity Date" means the first to occur of (i) December 15, 2010 or (ii) the date on which the Debt becomes due and payable pursuant to the provisions of the Loan Documents (whether by acceleration or otherwise)."

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(b) Effective December 15, 2008, Section 1.4 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

"Section 1.4 Interest Rates.

(a) Commencing on the date of this Agreement through and including December 15, 2008, provided the conditions contained in **Section 1.5** are satisfied, interest shall accrue on any Advances at a rate equal to the Three Month LIBOR Rate plus two hundred fifteen basis points (2.15%).

(b) Notwithstanding anything to the contrary or inconsistent herein, in the event all of the conditions contained in **Section 1.5** herein are not satisfied, interest on the Loan shall accrue at the Base Rate for all periods prior to and including December 15, 2008.

(c) Commencing on December 16, 2008 through and including June 14, 2009, interest shall accrue on the outstanding principal of the Loan at the greater of : (i) the Base Rate; or (ii) five (5%) percent per annum.

(d) Commencing on June 15, 2009 through and including the Maturity Date, interest shall accrue on the outstanding principal balance of the Loan at the rate of six (6 %) percent per annum.

(e) From and after such time as an Event of Default occurs under this Agreement or any of the Loan Documents, or if the Loan is not paid in full on or prior to the Maturity Date, the unpaid balance outstanding under the Loan shall bear interest at an interest rate equal to the applicable interest rate, plus five percent (5%) ("**Default Rate**")."

(c) Effective December 15, 2008 Section 1.7 is hereby amended and restated to read as follows:

"Section 1.7 Interest and Principal Payments.

(a) **Interest Only Payments.** Commencing June 15, 2007 and continuing on the same day of each succeeding month thereafter until and including June 14, 2009, Borrower shall make monthly payments of interest only on Advances at the applicable interest rate.

(b) **Principal and Interest Payments.** Commencing on July 15, 2009 and continuing on the fifteenth (15th) day of each succeeding month thereafter, Borrower shall make equal monthly payments of principal and interest in the amount of SIXTY-FIVE THOUSAND SEVENTY AND 87/100 DOLLARS (\$65,070.87) which equals the \$10,752,00.00 outstanding principal balance of the Loan as of June 15, 2009 amortized over thirty (30) years at the interest rate of six (6%) percent per annum, with a final payment of all outstanding principal and accrued and unpaid interest due on the Maturity Date."

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(d) Section 2.1 of the Loan Agreement is hereby amended to include the following as new subparagraphs 2.1(j), 2.1(k) and 2.1(l) which shall both constitute additional Loan Documents:

“(j) that certain Junior Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of December 23, 2008 from Charter National Bank and Trust, not individually, but solely as Trustee under Trust Agreement dated November 29, 2000 and known as Trust No. 1750A (the “**Charter Land Trustee**”) and Homatas who owns one hundred (100%) percent of the beneficial interest in said Land Trust to Lender (together with any Amendments thereto, the “**Junior Mortgage**”) encumbering the improved real estate commonly known as 351 North Rohlwing Road, Itasca, Illinois (the “**Additional Mortgaged Property**”);

(k) that certain Junior Assignment of Leases and Rents dated as of December 23, 2008 from the Charter Land Trustee and Homatas in favor of Lender (together with any Amendments thereto, the “**Junior Assignment of Leases and Rents**”) encumbering the Leases and rents at the Additional Mortgaged Property;

(l) that certain Assignment of Business Interruption/Loss of Rents Insurance Policy as Collateral Security dated as of December 23, 2008 executed by Borrower in favor of Lender (the “**Assignment of Business Interruption/Loss of Rents Insurance Policy**”);”

(e) Commencing December 15, 2008, Section 7.16 of the Loan Agreement is hereby amended and restated to read as follows:

“**Section 7.16 Bank Accounts.** Throughout the term of the Loan, the primary operating deposit accounts for the Premises shall be maintained with Lender.”

(f) Commencing December 15, 2008, Section 7.17 of the Loan Agreement is hereby amended and restated to read as follows:

“**Section 7.17 Leases.** Borrower has delivered to Lender true, correct and complete copies of all Leases for the Property which have been executed on or before the Closing Date. Borrower shall not, without Lender's prior written consent, which shall not be unreasonably withheld or delayed, suffer, permit or enter into any Lease of all or any portion of the Property. As a condition to Lender's consent, Borrower shall provide a new subordination, non-disturbance and attornment agreement for each such tenant in a form acceptable to Lender. Further, Borrower shall not, without Lender's prior written consent, modify or amend any Lease or cancel, terminate or surrender any Lease. Any consent given by Lender or any waiver of a default under this **Section 7.17** shall not constitute a

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consent to or waiver of any rights, remedies or powers of Lender arising as a result of any subsequent default hereunder."

(g) Commencing December 15, 2008, Section 9.1 of the Loan Agreement is hereby amended to add the following new subparagraphs 9.1(t), 9.1(u) and 9.1(v) which shall constitute new "Events of Default" under the Loan Agreement:

"(t) If Borrower fails to obtain executed Leases with a minimum leased value of \$25.00 per square foot (which Leases must have been reviewed and approved by Lender by June 15, 2009 in accordance with the requirements of Section 7.17 of the Loan Agreement) for all of the remaining vacant space in Building A of the Premises by June 15, 2009;

"(u) If a default or an event of default occurs under any existing or hereafter executed loan document evidencing and/or securing (hereinafter, collectively, the "Homatas/Charter Land Trust Loan Documents") that certain \$450,000.00 Mortgage Loan extended by Lender to Steve Homatas and Charter National Bank and Trust, not individually, but solely as Trustee under a Trust Agreement dated November 29, 2000 and known as Trust Number 1750A, jointly and severally, as such Loan has been increased to \$900,000.00 pursuant to that certain First Note Modification Agreement dated July 2, 2008 executed by the Charter Land Trustee and Steve Homatas jointly and severally as Borrower (hereinafter, the "Homatas/Charter Land Trust Loan");

"(v) If the new appraisal to be obtained by Lender following the date of this Agreement for the excess land included within the Premises has an appraised value of less than \$3,800,000.00."

(h) Effective on December 15, 2008, the following is hereby added as a new Article XI to the Loan Agreement:

"ARTICLE XI

CONDITIONS FOR RELEASE OF CROSS COLLATERALIZATION ON THE ADDITIONAL MORTGAGED PROPERTY AND CROSS DEFAULT TO THE HOMATAS/CHARTER LAND TRUST LOAN

Upon the Lender's receipt of an executed Lease(s) for the remaining space in Building A of the Premises which Lease(s) must have a minimum leased value of \$25.00 per square foot, and which Lease(s) has also been reviewed and approved by Lender in accordance with Section 7.17 of the Loan Agreement, the following shall apply: (1) Lender agrees to release its Junior Mortgage and Junior Assignment of Leases and Rents on the Additional Mortgaged Property; and (2) Section 9.1(u) of the Loan Agreement which cross defaults the Loan to a default or an event of default under the Homatas/Charter Land Trust Loan Documents shall automatically terminate and be of no further force and effect."

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4. **Conditions Precedent.** Lender's execution of this Agreement and consent to extend the term and the Maturity Date of the Loan to December 15, 2010 and to amend the Loan and the Loan Documents pursuant to the terms and conditions of this Agreement are expressly conditioned upon receipt by Lender of the below accrued interest payment due for December 15, 2008 and all of the following documents in a form and content acceptable to Lender:

- (a) The full execution and delivery of this Agreement to Lender;
- (b) Payment to Lender of the accrued interest due on the Loan on December 15, 2008 in the amount of THIRTY-EIGHT THOUSAND ONE HUNDRED NINE AND 18/100 DOLLARS (\$38,109.18);
- (c) Delivery to Lender of a date down mortgage modification endorsement to Lender's Loan Title Insurance Policy covering the recording date of this Agreement insuring the lien of the Mortgage, as amended by this Agreement, on the Premises showing no new exceptions thereto other than the permitted exceptions acceptable to Lender;
- (d) The full execution and delivery of a Junior Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing on the Additional Mortgaged Property executed by the Charter Land Trustee and Homatas in proper recordable form in favor of Lender in form and content acceptable to Lender and its counsel (the "Junior Mortgage") which shall secure Homatas' obligations under the Initial Guaranty;
- (e) The full execution and delivery of a Junior Assignment of Leases and Rents on the Additional Mortgaged Property executed by the Charter Land Trustee and Homatas in proper recordable form in favor of Lender in form and content acceptable to Lender and its counsel (the "Junior Assignment of Leases and Rents") which shall secure Homatas' obligations under the Initial Guaranty;
- (f) A current title search of the Additional Mortgaged Property confirming that there have been no subsequent liens recorded against the Additional Mortgaged Property since the Lender's existing first mortgage and assignment of rents and leases on the Additional Mortgaged Property which secures the financing previously extended by Lender to Charter Land Trustee and Homatas on a joint and several basis;
- (g) An Assignment of Business Interruption/Loss of Rents Insurance Policy as Collateral Security executed by Borrower in favor of Lender in form and content acceptable to Lender and its counsel (the "**Assignment of Business Interruption/Loss of Rents Insurance Policy**");
- (h) The Lender's receipt and review of updated personal financial statements for George Kalkounos; and
- (i) The execution and delivery to Lender of such other documents as Lender shall reasonably require in connection with this Agreement.

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5. **Additional Loan Expenses.** Borrower hereby agrees to pay all expenses, charges, costs and fees relating to this Agreement, including, without limitation, Lender's reasonable attorneys' fees in connection with the negotiation and documentation of this Agreement and all documents provided for herein, and all other expenses, charges, costs and fees referred to or necessitated by the terms of this Agreement (collectively, the "Additional Loan Expenses"). In the event the Additional Loan Expenses are not paid to Lender within five (5) Business Days after the written demand therefore by Lender, the Additional Loan Expenses shall bear interest from the date so incurred until paid at the Default Rate.

6. **Representations and Warranties.** Borrower and the Guarantors represent and warrant to Lender that:

(a) Each has full power and authority to execute and deliver this Agreement and to perform their respective obligations hereunder;

(b) Upon the execution and delivery of this Agreement, it shall be valid, binding and enforceable upon Borrower and the Guarantors in accordance with its terms;

(c) The execution and delivery of this Agreement does not and will not contravene, conflict with, violate or constitute a default under any agreement or any applicable law, rule, regulation, judgment, decree or order, or any agreement, indenture or instrument to which any of the Borrower or the Guarantors is a party or by which any of the Borrower or the Guarantors is bound; and

(d) There is not any condition, event or circumstance existing, or any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims or demands pending, or to Borrower's or any of the Guarantors' knowledge threatened, affecting Borrower or any of the Guarantors, which could prevent them from complying with or performing their respective obligations under the Loan Documents, as amended by this Agreement, within the time limits set forth herein for such compliance or performance.

7. **Guarantors Affirmation.** The Guarantors by their execution of this Agreement reaffirm all of their obligations and liabilities to Lender under the Initial Guaranty and the Additional Guaranty respectively, including, but not limited to, the repayment in full of all principal and interest due Lender under the Note and the Loan Agreement, as amended by this Agreement.

8. **Amendment/Reaffirmation of Mortgage and all other Loan Documents.** Except as specifically modified by the terms of this Agreement, the terms and conditions of the Mortgage, the Initial Guaranty, the Additional Guaranty and all of the other Loan Documents shall be and remain in full force and effect and shall continue to govern the rights and obligations of Lender, the Borrower and/or the Guarantors, as applicable. Without in any way limiting the foregoing, the Borrower and the Guarantors hereby represent and warrant that they currently know of no defenses to the enforcement of the Mortgage and all of the other Loan Documents, as

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modified hereby. Each of the Borrower and the Guarantors hereby restate, remake and reaffirm any and all of their respective covenants, representations and warranties contained in the Mortgage, the Initial Guaranty, the Additional Guaranty and all of the other Loan Documents as if all such instruments had been executed as of the date hereof.

9. **References.** All references herein to any of the Loan Documents shall be understood to be to the Loan Documents as previously amended and as further amended hereby. All references in any of the Loan Documents to any other one or more of the Loan Documents shall hereafter be deemed to be such document(s) as previously amended and as further amended hereby.

10. **No Defenses, Counterclaims.** Each of Borrower and each of the Guarantors (each individually referred to as a "Borrowing Party" and all collectively referred to as, the "Borrowing Parties") hereby represents and warrants to, and covenants with, Lender that as of the date hereof, (a) each Borrowing Party has no defenses, offsets or counterclaims of any kind or nature whatsoever against Lender with respect to the Loan or any of the Loan Documents, or any action previously taken or not taken by Lender with respect thereto or with respect to any security interest, encumbrance, lien or collateral in connection therewith to secure the liabilities of each Borrowing Party, and (b) that Lender has fully performed all obligations to each Borrowing Party which it may have had or has on and of the date hereof.

11. **General Release.** In consideration of Lender entering into this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and the Guarantors for: (i) themselves, (ii) any parent, affiliate or subsidiary thereof, (iii) any partnership or joint venture of which any person or entity comprising such person (or any parent, affiliate or subsidiary thereof) is a partner, and (iv) the respective partners, members, officers, directors, shareholders, heirs, legal representatives, legatees, successors and assigns of all of the foregoing persons and entities, hereby release and forever discharge Lender, its past, present and future shareholders, successors, assigns, officers, directors, agents, attorneys and employees together with their respective heirs, legal representatives, legatees, successors and assigns of and from all actions, claims, demands, damages, debts, losses, liabilities, indebtedness, causes of action either at law or in equity and of whatever kind or nature, whether known or unknown, direct or indirect, existing as of the date of this Agreement, by reason of any matter, cause or thing whatsoever arising out of or relating to the transactions which are the subject of this Agreement.

(a) It is acknowledged that Borrower and the Guarantors have read the General Release provisions of this Paragraph 11 and consulted legal counsel before executing same; that Borrower and the Guarantors have relied upon their own judgment and that of their legal counsel in executing the General Release provisions of this Paragraph 11 and have not relied on or been induced by any representation, statement or act by any other party referenced to herein which is not referred to in this instrument; that Borrower and Guarantors enter into the General Release provisions of this Paragraph 11 voluntarily, with full knowledge of its significance; and that the General Release provisions of this Paragraph 11 are in all respects complete and final.

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(b) If any term or provision of the General Release contained herein or the application thereof to any person, entity or circumstance shall, to any extent, be held invalid and/or unenforceable by a court of competent jurisdiction, the remainder of the General Release contained herein, or the application of such term or provisions to persons, entities or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the General Release contained herein shall be valid and be enforced to the fullest extent permitted by law.

12. **No Custom.** This Agreement shall not establish a custom or waive, limit or condition the rights and remedies of Lender under the Loan Documents, all of which rights and remedies are expressly reserved.

13. **Reaffirmation of Loan Documents, No Novation.** Except as may be expressly set forth herein to the contrary, the Loan Documents remain unmodified, and all other terms and conditions thereof remain in full force and effect. Notwithstanding anything to the contrary contained herein, Borrowing Parties and Lender expressly state, declare and acknowledge that this Agreement is intended only to modify each Borrowing Party's continuing obligations in the manner set forth herein, and is not intended as a novation of any and all amounts presently due and owing from any Borrowing Party to Lender.

14. **Event of Default.** Each of the Borrower and the Guarantors, hereby acknowledges and agrees that a breach by any one of them of any term, provision, covenant or condition herein set forth or herein required of any of the Borrower and/or the Guarantors, to be kept or performed, and which is not kept or performed pursuant to the terms hereof, shall constitute an Event of Default under the Loan Documents if said Event of Default is not cured within any applicable cure or grace period provided for in the Loan Documents.

15. **Captions/Counterparts.** The captions used herein are for convenience of reference only and shall not be deemed to limit or affect the construction and interpretation of the terms of this Agreement. This Agreement may be executed in any number of counterparts, all of which shall be taken to be one and the same instrument, with the same effect as if all parties had signed the same signature page.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

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IN WITNESS WHEREOF, the Borrower, Guarantors and Lender have duly authorized and executed this Fourth Loan and Mortgage Modification Agreement as of the date first above written.

BORROWER:

THE SHOPPES AT PRIME VILLAGE, LLC, an Illinois limited liability company

By: [Signature]
Print Name: Steve Homatas
Its: Manager

By: [Signature]
Print Name: George Kalkounos
Its: Manager

LENDER:

TCF NATIONAL BANK, a national banking association

By: [Signature]
Print Name: Michael Chen
Its: SVP

GUARANTORS:

[Signature]
STEVE HOMATAS, personally

[Signature]
GEORGE KALKOUNOS, personally

[Signature]
ALVIN CARLSEN, personally

Office of Cook County Clerk's Office

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This instrument was prepared by and after recording return to:

Donna M. Shaw, Esq.
ROBBINS, SALOMON & PATT, LTD.
25 East Washington Street, Suite 1000
Chicago, Illinois 60602
(312) 782-9000

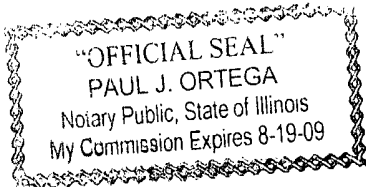
Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, PAUL J ORTEGA, a Notary Public, in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that Steve Homatas, a Manager and George Kalkounos, a Manager of **THE SHOPPES AT PRIME VILLAGE, LLC, an Illinois limited liability company**, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Managers, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 29th day of December, 2008.



[Handwritten Signature]

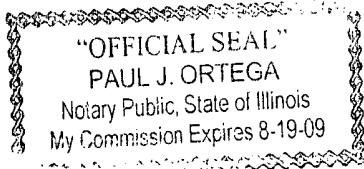
NOTARY PUBLIC

My Commission Expires: 8-19-08

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, PAUL J ORTEGA, a Notary Public, in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that **STEVE HOMATAS**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 29th day of December, 2008.



[Handwritten Signature]

NOTARY PUBLIC

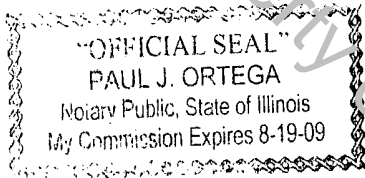
My Commission Expires: 8-19-08

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, PAUL J ORTEGA, a Notary Public, in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that **GEORGE KALKOUNOS**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 29th day of December, 2008.



[Handwritten Signature]

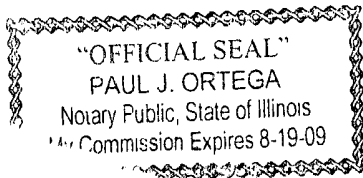
NOTARY PUBLIC

My Commission Expires: 8-19-09

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, PAUL J ORTEGA, a Notary Public, in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that **ALVIN CARLSEN**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 29th day of December, 2008.



[Handwritten Signature]

NOTARY PUBLIC

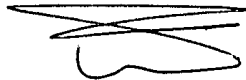
My Commission Expires: 8-19-09

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, PAUL J ORTEGA, a Notary Public, in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that Michael, W. S. of TCF NATIONAL BANK, a national banking association, 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.

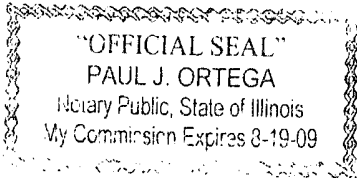
Given under my hand and Notarial Seal this 24th day of December, 2008.



NOTARY PUBLIC

My Commission Expires:

8-14-09



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EXHIBIT "A"

LEGAL DESCRIPTION

LOT 1 IN THE SHOPPES AT PRIME VILLAGE SUBDIVISION RECORDED MAY 14, 2007 AS DOCUMENT NUMBER 0713415145, BEING A RESUBDIVISION OF LOTS 1, 2, 3, 6, 7 AND 8 (EXCEPT THE EAST 225 FEET OF LOT 8) TOGETHER WITH THE NORTH 200 FEET OF LOT 11, IN FIRST ADDITION TO PLUM GROVE HIGH CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 2, 1955, AS DOCUMENT 1631852, IN COOK COUNTY, ILLINOIS

P.I.N.:	02-35-305-007-0000	02-35-305-024-0000
	02-35-305-008-0000	02-35-305-030-0000
	02-35-305-018-0000	02-35-305-033-0000
	02-35-305-019-0000	02-35-305-034-0000
	02-35-305-020-0000	02-35-305-038-0000
	02-35-305-023-0000	

STREET ADDRESSES: 1400 North Meacham Road, Schaumburg, Illinois
 1410 Algonquin Road, Schaumburg, Illinois
 1444 Algonquin Road, Schaumburg, Illinois
 1450 East Algonquin Road, Schaumburg, Illinois