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This Document Prepared by
and after Recording Return to:

Dykema Gossett PLLC
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Chicago, Illinois 60606
Attn: Gary P. Segal, Esq.



Doc#: 1229646123 Fee: \$60.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/22/2012 03:29 PM Pg: 1 of 12

Doc#: Fee: \$4.00
Eugene "Gene" Moore
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CROSS-COLLATERALIZATION AGREEMENT

This Cross-Collateralization Agreement (this "Agreement"), dated as of February 29, 2012, is made by and among BMO HARRIS BANK N.A., formerly known as Harris N.A. and successor to Harris Bank Palatine, N.A. ("Bank"), ARLINGTON DESIGN CENTER BUILDING THREE L.L.C., an Illinois limited liability company ("Arlington Design"), and BMO HARRIS BANK N.A., formerly known as Harris N.A. and successor to Harris Bank Palatine, N.A. as trustee under Trust Agreement dated September 11, 1998 and known as Trust Number 6979 (the "Land Trust").

RECITALS

A. The Land Trust has previously executed and delivered the following documents:

(i) that certain Mortgage for the benefit of Bank dated September 29, 1998 and recorded with the Cook County Recorder of Deeds (the "Recorder") on October 5, 1998 as Document No. 98892275 which encumbers the property located at 3441 North Ridge Avenue, Arlington Heights, Illinois and legally described on Exhibit A attached hereto (the "3441 North Ridge Property"), as modified by that certain Modification of Mortgage dated August 26, 2003 and recorded with the Recorder on October 6, 2003 as Document No. 0327911178 (collectively, as such mortgage may be further amended from time to time and in effect, the "1998 North Ridge Mortgage");

(ii) that certain Mortgage for the benefit of Bank dated August 26, 2003 and recorded with the Recorder on November 6, 2003 as Document No. 0331026049 which encumbers the property located at 3425 North Ridge Avenue, Arlington Heights, Illinois and legally described on Exhibit B attached hereto (the "3425 North Ridge Property") (as amended from time to time and in effect, the "2003 North Ridge Mortgage");

(iii) that certain Assignment of Rents for the benefit of Bank dated September 29, 1998 and recorded with the Recorder on October 5, 1998 as Document No. 98892276 which encumbers the 3441 North Ridge Property (as amended from time to time and in effect, the "1998 North Ridge AOR"); and

(iv) that certain Assignment of Rents for the benefit of Bank dated August 26, 2003 and recorded with the Recorder on November 6, 2003 as Document No. 0331026050 which

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encumbers the 3425 North Ridge Property (as amended from time to time and in effect, the "2003 North Ridge AOR").

B. The 1998 North Ridge Mortgage, the 2003 North Ridge Mortgage, the 1998 North Ridge AOR, the 2003 North Ridge AOR and all amendments, restatements, supplements and other modifications thereto are hereinafter collectively referred to as the "JC Collateral Documents".

C. Arlington Design has previously executed and delivered the following documents:

(i) that certain Mortgage for the benefit of Bank dated November 4, 2005 and recorded with the Recorder on November 23, 2005 as Document No. 0532719046 and re-recorded December 6, 2005 as Document No. 0534003097 which encumbers the property located at 601 Campus Drive, Arlington Heights, Illinois and legally described on Exhibit C attached hereto (the "601 Campus Drive Property"), as modified by that certain First Amendment of Mortgage dated December 21, 2009 and recorded with the Recorder on February 2, 2010 as Document No. 103308065 (collectively, as such mortgage may be further amended from time to time and in effect, the "601 Campus Drive Mortgage"); and

(ii) that certain Assignment of Rents for the benefit of Bank dated November 4, 2005 and recorded with the Recorder on November 23, 2005 as Document No. 0532719047 which encumbers the 601 Campus Drive Property (as amended from time to time and in effect, the "601 Campus Drive AOR").

D. The 601 Campus Drive Mortgage and the 601 Campus Drive AOR and all amendments, restatements, supplements and other modifications thereto are hereinafter collectively referred to as the "AD Collateral Documents".

E. As a condition to Bank agreeing to enter into that certain Global Forbearance Agreement (as amended, restated, extended, supplemented or modified from time to time, the "Global Forbearance Agreement"), dated February 29, 2012, by and among Bank, Arlington Design, CAMINITI ASSOCIATES, Inc., an Illinois corporation ("Caminiti Associates"), Joseph A. Caminiti ("Joseph"), and Joseph A. Caminiti as Trustee Under The Joseph A. Caminiti Declaration Of Trust Dated November 26, 1996 (the "Caminiti Trust"; Arlington Design, Caminiti Associates, Joseph and the Caminiti Trust are each hereinafter referred to as an "Obligor" and collectively as the "Obligors"), Arlington Design and the Land Trust have agreed, among other things, to amend the JC Collateral Documents and the AD Collateral Documents to cause the JC Obligations (hereinafter defined), the AD Obligations (hereinafter defined) and the CA Obligations (hereinafter defined) to be secured by the JC Collateral Documents and the AD Collateral Documents, on the terms and conditions more particularly provided in this Agreement. As used herein, the term "JC Obligations" shall mean all loans made by Bank to Joseph, all interest accrued thereon, any fees due to Bank thereunder and any other indebtedness, liabilities and obligations owed by Joseph to Bank from time to time. As used herein, the term "AD Obligations" shall mean all loans made by Bank to Arlington Design, all interest accrued thereon, any fees due to Bank thereunder and any other indebtedness, liabilities and obligations owed by Arlington Design to Bank from time to time. As used herein, the term "CA Obligations" shall mean all loans made by Bank to Caminiti Associates, all interest accrued thereon, any fees due to Bank thereunder and any other indebtedness, liabilities and obligations owed by Caminiti Associates to Bank from time to time. The AD Obligations, the CA Obligations and the JC Obligations are hereinafter collectively referred to as the "Obligations". The AD Collateral Documents, the JC Collateral Documents and all agreements, documents, instruments, notes and

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certificates from time to time executed and delivered by any of the Obligors in connection with the Obligations, and all amendments, restatements, supplements and other modifications thereto are hereinafter collectively referred to as the "Loan Documents".

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Arlington Design, the Land Trust and Bank hereby agree as follows:

1. **Incorporation of Recitals.** That the recitals set forth above are true and accurate and are by this reference incorporated herein and made a part of this Agreement.

2. **Cross-Collateralization.** The JC Collateral Documents and the AD Collateral Documents are hereby amended as follows:

(a) The definition of the term "Indebtedness" contained in the JC Collateral Documents is hereby amended to include the Obligations, and each JC Collateral Document is hereby amended to provide that they additionally secure (i) the AD Obligations, including all renewals thereof, extensions thereof, modifications thereof, consolidations thereof and substitutions therefor, and (ii) the CA Obligations, including all renewals thereof, extensions thereof, modifications thereof, consolidations thereof and substitutions therefor. The Land Trust hereby acknowledges and agrees that notwithstanding anything to the contrary contained in the JC Collateral Documents, upon any default, event of default or Event of Default under any of the AD Obligations or the CA Obligations, Bank shall have the right to exercise its remedies pursuant to the JC Collateral Documents, including, but not limited to foreclosing upon the 3441 North Ridge Property, the 3425 North Ridge Property and/or the 601 Campus Drive Property.

(b) The definition of the term "Indebtedness" contained in the AD Collateral Documents is hereby amended to include the Obligations, and each AD Collateral Document is hereby amended to provide that they additionally secure (i) the JC Obligations, including all renewals thereof, extensions thereof, modifications thereof, consolidations thereof and substitutions therefor, and (ii) the CA Obligations, including all renewals thereof, extensions thereof, modifications thereof, consolidations thereof and substitutions therefor. Arlington Design hereby acknowledges and agrees that notwithstanding anything to the contrary contained in the AD Collateral Documents, upon any default, event of default or Event of Default under any of the JC Obligations or CA Obligations, Bank shall have the right to exercise its remedies pursuant to the AD Collateral Documents, including, but not limited to foreclosing upon the 3441 North Ridge Property, the 3425 North Ridge Property and/or the 601 Campus Drive Property.

(c) It is the intention of the parties that nothing herein shall be deemed to merge the AD Obligations, the CA Obligations and the JC Obligations with any of the other Obligations. In the event that any of the AD Obligations, the CA Obligations or the JC Obligations shall be repaid in full prior to the repayment in full of each of the other such Obligations, the lien of all of the JC Collateral Documents and the AD Collateral Documents shall continue in full force and effect until all of the other Obligations have been repaid in full unless otherwise agreed to in writing by Bank.

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(d) Subject to the terms and conditions of the Global Forbearance Agreement, Bank shall have the right to enforce the payment of all of the Obligations in such order as Bank may elect, in its sole and absolute discretion, and to exercise any and all of the rights and remedies provided under any of the Loan Documents or otherwise available under applicable law or at equity, in one or more proceedings, whether contemporaneous, consecutive or both, as determined by Bank in its sole and absolute discretion. Under such circumstances, Bank may enforce its rights and remedies against one or more of the 3441 North Ridge Property, the 3425 North Ridge Property or the 601 Campus Drive Property and/or any of the other collateral secured by any of the Loan Documents (all of such other collateral being hereinafter referred to as the "Other Collateral") and such enforcement shall not constitute an election of remedies, and shall not prejudice or in any way limit or preclude the enforcement of the Loan Documents or any of them, through one or more additional proceedings. No judgment obtained by Bank in any one or more enforcement proceeding shall merge any of the Obligations into such judgment, and all of such indebtedness which shall be unpaid shall be a continuing obligation of each Obligor. Each Obligor hereby waives and relinquishes any and all rights that such party may have, whether at law or in equity, to require that Bank proceed to enforce or exercise any rights or remedies that Bank may have under any of the Loan Documents in any particular manner or order, or in any particular county. Bank may bring any action or proceeding, including without limitation, foreclosure proceeding(s), in any court having jurisdiction thereof, and such proceedings may relate to any or all of the 3441 North Ridge Property, the 3425 North Ridge Property or the 601 Campus Drive Property or any of the Other Collateral without regard to the fact that one or more prior or contemporaneous proceedings have been commenced elsewhere by or on behalf of Bank with respect to the same or any other part of the 3441 North Ridge Property, the 3425 North Ridge Property, the 601 Campus Drive Property or any of the Other Collateral. Any release of any of the Loan Documents with respect to the 3441 North Ridge Property, the 3425 North Ridge Property, the 601 Campus Drive Property or any of the Other Collateral shall in no event prevent or impair Bank from enforcing all of Bank's rights and remedies with respect to any of the 3441 North Ridge Property, the 3425 North Ridge Property, the 601 Campus Drive Property or any of the Other Collateral not then released.

(e) Bank shall have the right to determine the order in which any or all of the 3441 North Ridge Property, the 3425 North Ridge Property, the 601 Campus Drive Property or any of the Other Collateral shall be subjected to the remedies provided in the Loan Documents or otherwise available at law or in equity. Bank shall have the right to determine the order in which any of the Obligations are satisfied and the proceeds realized upon the exercise of such remedies. Each Obligor and any other party who now or at any time hereafter in the future may have a security or other interest in any of the 3441 North Ridge Property, the 3425 North Ridge Property, the 601 Campus Drive Property or the Other Collateral waives any and all right to require the marshaling of assets or to require that any of the 3441 North Ridge Property, the 3425 North Ridge Property, the 601 Campus Drive Property or the Other Collateral be sold in parcels, or as an entirety, or in any combination, in connection with the exercise of the rights and remedies permitted by applicable law and by the Loan Documents.

3. Cross-Defaults. The Loan Documents are hereby amended to provided that any default, Default, event of default or Event of Default under any of the Loan Documents shall, at Bank's election, be deemed a default or event of default under all of the other Loan Documents.

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4. **Notices.** All notices required hereunder must be in writing and transmitted in the manner and to the addresses required by the Loan Documents, and Bank's address for notice is changed as follows:

To Bank: BMO Harris Bank, N.A.
111 West Monroe St, Suite 12W
Chicago, Illinois 60603
Attn: Christopher J. Kania

With a copy to: DYKEMA GOSSETT PLLC
10 South Wacker Drive, Suite 2300
Chicago, Illinois 60606
Attn: Gary P. Segal, Esq.

5. **Miscellaneous.**

(a) Except as set forth herein, nothing in this Agreement is intended to or will be deemed to have amended any JC Collateral Document or any AD Collateral Document, which are hereby reaffirmed in all respects. Notwithstanding anything contained herein, the terms of this Agreement are not intended to and do not effect a novation of any JC Collateral Document or any AD Collateral Document.

(b) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same document.

(c) This Agreement will be binding upon Arlington Design, the Land Trust and their legal representatives, successors and assigns, and will inure to the benefit of Bank and its successors and assigns.

(d) This Agreement is made under and governed by the laws of the State of Illinois, without regard to conflict of laws principles. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is prohibited by or invalid under applicable law, that provision will be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of that provision or the remaining provisions of this Agreement.

(e) Section captions and headings used in this Agreement are for convenience only and are not part of and will not affect the construction of this Agreement.

(f) This Agreement may not be amended except in writing, executed by all the parties hereto.

(g) **Trustee Exculpation.** This Agreement is executed by BMO HARRIS BANK N.A., not personally but solely as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed that nothing in this Agreement shall be construed as creating any liability on such trustee personally to perform any express or implied covenant, condition or obligation under

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this Agreement, all such liability, if any, being expressly waived by every person or entity now or hereafter claiming any right, title or interest under this Agreement; provided, however, that the foregoing exculpation of the trustee shall not impair or otherwise affect any of Bank's rights or remedies against the assets held by the Land Trust or other collateral now or hereafter pledged to Bank as security for the obligations of the Obligor or any other person or entity liable for the obligations of any Obligor.

[Signature page follows]

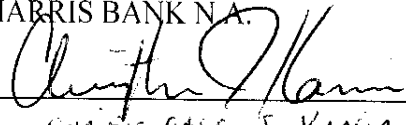
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IN WITNESS WHEREOF, the parties hereto have executed this Cross-Collateralization Agreement as of the date first set forth above.

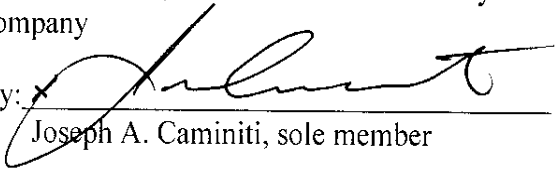
BANK:

BMO HARRIS BANK N.A.

By: 
Name: CHRISTOPHER J. KANIA
Its: VICE PRESIDENT

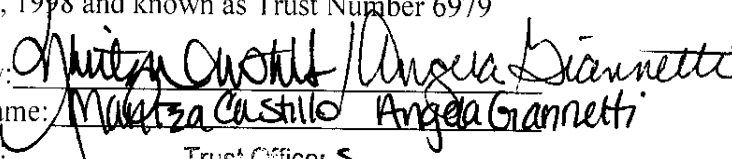
ARLINGTON DESIGN:

ARLINGTON DESIGN CENTER BUILDING
THREE L.L.C., an Illinois limited liability
company

By: 
Joseph A. Caminiti, sole member

LAND TRUST:

BMO HARRIS BANK N.A., f/k/a Harris N.A.
and successor to Harris Bank Palatine, N.A. as
trustee under Trust Agreement dated September
11, 1998 and known as Trust Number 6979

By: 
Name: Maritza Castillo Angela Giannetti
Its: Trust Officer S

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EXHIBIT A

Legal Description of 3441 North Ridge Property

LOT 2 IN SULLIVAN'S SUBDIVISION OF THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 03-07-200-034-0000

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EXHIBIT B

Legal Description of 3425 North Ridge Property

LOT 2 IN K-B SUBDIVISION, A SUBDIVISION OF THE NORTH 460.40 FEET OF THE SOUTH 667.40 FEET OF THE EAST 350.0 FEET AS MEASURED ON THE EAST AND SOUTH LINES THEREOF OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 03-07-200-049-0000

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EXHIBIT C

Legal Description of 601 Campus Drive Property

LOT 1 IN E.A. VETO'S SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE
NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 03-07-200-050-0000

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