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2010 075052

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2010 DEC 20 AM 9:51

MICHELLE R. FAJMAN
RECORDER

This instrument prepared by
and when recorded, return to:
Sutherland Asbill & Brennan LLP
1275 Pennsylvania Ave., NW
Washington, DC 20004
Attn: Sheila R. Novak, Esq.

ABOVE SPACE FOR RECORDER'S USE

CHIGAGO TITLE INSURANCE COMPANY

Berkadia Loan No. 99-1077664

**CONSENT AND REAFFIRMATION AGREEMENT
AND AMENDMENT TO CROSS-COLLATERALIZATION AGREEMENT**

620058440CM

THIS CONSENT AND REAFFIRMATION AGREEMENT AND AMENDMENT TO CROSS-COLLATERALIZATION AGREEMENT (this "Agreement") is effective as of ~~DECEMBER 14~~ 2010 (the "Effective Date"), by and among **MANSARD DU LAC LLC**, a Delaware limited liability company ("Borrower"), whose address is 586 Oakmont Lane, Westmont, IL 60559, **EDWARD C. ZEMAN**, an individual ("Prior Guarantor"), whose address is 6547 North Avondale Ave., Suite 301, Chicago, IL 60631, **THOMAS J. SANTEFORT**, an individual ("Guarantor"), whose address is 586 Oakmont Lane, Westmont, IL 60559, and **WELLS FARGO BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF J.P. MORGAN CHASE COMMERCIAL MORTGAGE SECURITIES TRUST 2006-CIBC16, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-CIBC16** ("Lender"), whose address is c/o Berkadia Commercial Mortgage LLC, 118 Welsh Road, Horsham, Pennsylvania 19044.

RECITALS

A. Borrower is the maker of that certain Fixed Rate Note (the "Note") dated June 29, 2006 in the original principal amount of Four Million One Hundred Twenty-Five Thousand and 00/100 Dollars (\$4,125,000.00) and payable to the order of JPMorgan Chase Bank, N.A. ("Original Lender"). The loan evidenced by the Note is herein referred to as the "Loan."

B. The Note is secured by that certain Mortgage and Security Agreement (the "Security Instrument") dated June 29, 2006 executed by Borrower for the benefit of Original Lender and recorded in the land records of Lake County, Indiana (the "Public Records") on July 11, 2006 as Document No. 2006059525. The Security Instrument encumbers the real property set forth on *Exhibit A* attached hereto (together with all other property, real and personal, encumbered by the Security Instrument, the "Property"). The Note is further secured by (1) that certain Assignment of Leases and Rents, dated June 29, 2006 and executed by Borrower in favor of Original Lender ("Assignment of Leases") and recorded in the Public Records on July 11, 2006 as Document No. 2006059526; (2) that certain Environmental Indemnity Agreement dated June 29, 2006 executed by Borrower in favor of Original Lender (the "Environmental Indemnity"); (3) that certain Escrow Agreement for Reserves and Impounds dated June 29,

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4 Ref.

2006 between Borrower and Original Lender (the "Escrow Agreement"); (4) that certain Cross-Collateralization Agreement dated June 29, 2006 by and among Borrower, Lakeside Manor LLC ("Lakeside") and Bookwalter Woods LLC ("Bookwalter") in favor of Original Lender and recorded in the Public Records on July 11, 2006 as Document No. 2006059527 (the "Cross Collateralization Agreement"); and (5) that certain UCC-1 Financing Statement naming Borrower as debtor and Original Lender as secured party filed in the Public Records on July 11, 2006 as Document No. 2006000610 and that certain UCC-1 Financing Statement naming Borrower as debtor and Original Lender as secured party filed with the Secretary of State of the State of Delaware on July 10, 2006 as No. 62362952 (together, the "Original UCCs").

C. In connection with the Loan, Borrower and/or Prior Guarantor also executed and delivered, or caused to be delivered (1) that certain Guaranty dated June 29, 2006 from Prior Guarantor for the benefit of Original Lender (the "Original Guaranty"); and (2) that certain Acknowledgment of Property Manager dated June 29, 2006 by Borrower and Mobile Management Co., Inc. to Original Lender (the "Original Acknowledgment of Property Manager").

D. Original Lender transferred all of its right, title and interest in the Loan to Lender and Lender is now the holder of the Note and the beneficiary of the Security Instrument.

E. Prior Guarantor holds one hundred percent (100%) of the Class A Membership Interests and one hundred percent (100%) of the Class B Membership Interests in Borrower (collectively, the "Interests"). Upon the Effective Date, Prior Guarantor shall transfer (the "Transfer") one hundred percent (100%) of the Interests in Borrower to Guarantor, such that Guarantor shall be the sole member of Borrower. Guarantor is also acquiring one hundred percent (100%) of the membership interests in Lakeside and Bookwalter. In connection with the Transfer, (1) Guarantor shall execute that certain Guaranty dated the date hereof from Guarantor for the benefit of Lender (the "Guaranty"); (2) Borrower and Santefort Property Management, Inc. ("Manager") shall execute that certain Acknowledgment of Property Manager for the benefit of Lender (the "Acknowledgment of Property Manager"); and (3) Borrower shall deliver those certain UCC-3 Financing Statement Amendments to Lender to be recorded in the Public Records and the records of the Secretary of State of the State of Delaware (the Original UCCs, as amended, are hereinafter referred to as the "UCCs"). The Note, the Security Instrument, the Assignment of Leases, the Environmental Indemnity, the Escrow Agreement, the Cross Collateralization Agreement, the Guaranty, the Acknowledgment of Property Manager, the UCCs and all other documents evidencing or securing the Loan, including this Agreement (but not the Original Guaranty, the Original UCCs and the Original Acknowledgment of Property Manager), and all documents executed on even date herewith in connection with the Loan, are hereinafter collectively referred to as the "Loan Documents".

F. Borrower has requested that Lender consent to the Transfer, and Lender is willing to do so on the terms and conditions set forth herein. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Loan Documents. All references herein to the Borrower, shall mean the Borrower, as the ownership thereof has been reconstituted, as of the Effective Date.

AGREEMENTS:

NOW THEREFORE, in consideration of the foregoing recitals (which are hereby incorporated herein by this reference) and the mutual covenants and promises of the parties hereto and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. ACKNOWLEDGMENT AND CONSENT OF LENDER. Subject to the terms and conditions set forth herein, Lender hereby acknowledges and consents to the Transfer and agrees that the completion of the Transfer shall not constitute an Event of Default under the Loan Documents.

2. AFFIRMATION, CONFIRMATION AND RATIFICATION OF LOAN DOCUMENTS. Borrower, Guarantor and Lender acknowledge and agree that the Loan Documents remain in full force and effect. Borrower, as reconstituted after the Transfer, hereby affirms, reaffirms, ratifies and confirms all of its obligations and liabilities arising under the Loan Documents, including but not limited to, all of those identified in the final sentence in Recital E hereof, acknowledges that such Loan Documents remain in full force and effect in favor of Lender and have not been modified or amended, except as set forth herein, and that Borrower remains bound by the terms thereof as provided therein. To Borrower's knowledge, all of the representations and warranties of Borrower set forth in the Loan Documents are true, complete and correct in all material respects, except to the extent such representations and warranties are expressly made as of a prior date, in which case such representations and warranties are true, complete and correct in all material respects as of such prior date.

3. GUARANTY. Lender requires as a condition to its consent to the Transfer that Guarantor execute the Guaranty, and Guarantor acknowledges and agrees that it is bound by the Guaranty and by the representations of Guarantor set forth therein. All references in the Loan Documents to Guarantor shall, for all periods from and after the date hereof, mean Guarantor as hereinabove defined and all references in the Loan Documents to Lender shall mean Lender as hereinabove defined.

4. NO DEFAULTS. Borrower hereby represents and warrants to Lender as of the Effective Date that no Event of Default has occurred and is continuing under the Loan Documents. To the actual knowledge of Lender as of the Effective Date, no monetary Event of Default has occurred and is continuing under the Loan Documents.

5. LIMITED RELEASE OF PRIOR GUARANTOR. In reliance upon the representations, warranties and covenants set forth herein, Lender hereby releases Prior Guarantor from any liability under the Original Guaranty to the extent arising from matters not caused by him first occurring from and after the Effective Date. Lender hereby reserves all rights it may have against Prior Guarantor for acts, omissions or events occurring prior to the Effective Date. The release of Prior Guarantor provided for herein shall be deemed withdrawn and shall have no effect to the extent that this Agreement is held to be void or is determined to be unenforceable by any court in a final non-appealable order as a result of any action or inaction by or on behalf of Prior Guarantor, or if any representation or warranty by Prior Guarantor made in connection with this Agreement is false or misleading in any material respect when made. In all cases,

Prior Guarantor, as applicable, shall bear the burden of proof on the issue of the time at which an act or event first occurred or an obligation first arose, which is the subject of claimed liability under the Guaranty. Notwithstanding anything to the contrary contained herein, and subject to the release contained herein, Prior Guarantor does hereby ratify and confirm his obligations under the Original Guaranty to the extent arising or resulting from acts, omissions or events occurring prior to the Effective Date.

6. ORGANIZATION OF BORROWER. Borrower hereby warrants and represents as follows:

(i) Attached hereto as *Exhibit B* is a chart of the organizational structure of the Borrower immediately prior to the Transfer, which Borrower certifies is true, correct and complete (the "Original Organization Chart").

(ii) Attached hereto as *Exhibit C* is a chart of the organizational structure of the Borrower upon completion of the Transfer on the Effective Date, which Borrower certifies is true, correct and complete (the "Revised Organization Chart").

(iii) Upon completion of the Transfer, Guarantor will own one hundred percent (100%) of the direct ownership interests in Borrower, free and clear of any claim, lien or pledge in favor of any other person or entity, including Prior Guarantor, as withdrawing member. No further transfer of beneficial ownership interests (direct or indirect) in Borrower shall be made without the written consent of Lender or except in accordance with the Loan Documents.

7. NO OFFSETS OR DEFENSES. Borrower hereby acknowledges, confirms and warrants to Lender that as of the Effective Date, Borrower does not claim any offset, defense, claim, right of set-off or counterclaim against Lender under, arising out of or in connection with this Agreement, the Note, the Transfer or any of the other Loan Documents. In addition, Borrower covenants and agrees with Lender that if any offset, defense, claim, right of set-off or counterclaim exists, Borrower hereby irrevocably and expressly waives the right to assert such matter.

8. REPRESENTATIONS AND WARRANTIES.

(a) Borrower represents and warrants to Lender as follows:

(i) Borrower has the full power and authority to enter into and perform this Agreement and has obtained all consents and approvals required in connection therewith. The execution, delivery and performance of this Agreement by Borrower (1) has been duly and validly authorized by all necessary action on the part of Borrower, (2) does not conflict with or result in a violation of Borrower's organizational documents or any judgment, order or decree of any court or arbiter in any proceeding to which Borrower is a party, and (3) does not conflict with, or constitute a material breach of, or constitute a material default under, any contract, agreement or other instrument by which Borrower is bound or to which Borrower is a party.

(ii) Borrower has thoroughly read and reviewed the terms and provisions of this Agreement and the Loan Documents and is familiar with same, and Borrower has entered into this Agreement voluntarily, without duress or undue influence of any kind, and with the advice and representation of legal counsel, if any, selected by Borrower.

(iii) Borrower acknowledges and agrees that the Loan is cross collateralized and cross defaulted with the Properties and Loans (as such terms are defined in the Cross Collateralization Agreement) and that such cross collateralization and cross default remain in full force and effect.

(iv) Borrower acknowledges and agrees that it has thoroughly read and reviewed the terms and provisions of the Escrow Agreement and acknowledges that it is required to make certain monthly escrow deposits with Lender, including but not limited to, certain monthly deposits for Tax and Insurance Funds, all as set forth more particularly in the Escrow Agreement.

(v) Borrower assumes, affirms, reaffirms, ratifies and confirms all of its obligations and liabilities arising under Environmental Indemnity.

(vi) The entity documents provided by Borrower to Lender with respect to itself as reflected in the Revised Organizational Chart are true, correct and accurate in all material respects and have not been modified or amended since the date of delivery thereof to Lender, and Borrower is in good standing in the states of its formation and has not been dissolved or liquidated or become the subject of any bankruptcy or insolvency proceeding.

(vii) Borrower is a limited liability company, duly formed and validly existing under the laws of the State of Delaware and qualified to transact business in the State of Indiana. Borrower is and shall remain a bankruptcy remote, special purpose entity throughout the term of the Loan.

(viii) To the actual knowledge of Borrower, there are no subordinate liens of any kind covering or relating to the Property nor are there any mechanic's liens or liens for unpaid taxes or assessments encumbering the Property, nor has written notice of a lien or written notice of intent to file a lien been received. Guarantor owns its interest in Borrower free and clear of any lien, claim or pledge.

(ix) Borrower has not received any written notices from any governmental entity claiming that the Property is not presently in compliance with any laws, ordinances, rules, and regulations bearing upon the use and operation of the Property, including, without limitation, any notice relating to zoning laws or building code regulations.

(x) The certified rent roll provided to Lender of even date herewith, is in all material respects a true, complete and accurate summary of all tenant leases affecting the Property as of the date of this Agreement.

(xi) Borrower is the current owner of the Property. There are no pending or, to the Borrower's knowledge, threatened suits, judgments, arbitration proceeding, administrative claims, executions or other legal or equitable actions or proceedings against

Borrower or the Property, any pending or, to the Borrower's knowledge, threatened condemnation or annexation proceedings affecting the Property, any agreements to convey any portion of the Property, or any rights thereto, that are not disclosed in this Agreement, including, without limitation, any pending or threatened administrative claim by any governmental agency.

(xii) Borrower will not permit the transfer of any interest in Borrower to any person or entity (or any beneficial owner of such entity) who is listed on the specifically Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) and/or any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of Office of Foreign Asset Control, Department of the Treasury or pursuant to any other applicable Executive Orders (such lists are collectively referred to as the "OFAC Lists"). Borrower will not knowingly enter into a lease with any party who is listed on the OFAC Lists. Borrower shall immediately notify Lender if Borrower has knowledge that any member or beneficial owner of Borrower is listed on the OFAC Lists or (A) is indicted on or (B) arraigned and held over on charges involving money laundering or predicate crimes to money laundering. Borrower shall immediately notify Lender if Borrower knows that any tenant is listed on the OFAC Lists or (A) is convicted on, (B) pleads nolo contendere to, (C) is indicted on or (D) is arraigned and held over on charges involving money laundering or predicate crimes to money laundering. Borrower further represents and warrants to Lender that Borrower is currently not on the OFAC List. None of Borrower, any subsidiary of the Borrower, to Borrower's actual knowledge, or any affiliate of Borrower or Guarantor is (i) named on the list of Specially Designated Nationals or Blocked Persons maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control available at <http://www.treas.gov/offices/eotffc/ofac/sdn/index.html>, or (ii) (A) an agency of the government of a country, (B) an organization controlled by a country, or (C) a person residing in a country that is subject to a sanctions program identified on the list maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control and available at <http://www.treas.gov/offices/eotffc/ofac/sanctions/index.html>, or as otherwise published from time to time, as such program may be applicable to such agency, organization or person.

(b) Guarantor represents and warrants to Lender as follows:

(i) Guarantor has full legal capacity to enter into and perform this Agreement. The execution, delivery and performance of this Agreement by Guarantor (1) does not conflict with or result in a violation of any judgment, order or decree of any court or arbiter in any proceeding to which Guarantor is a party, and (2) does not conflict with, or constitute a material breach of, or constitute a material default under, any contract, agreement or other instrument by which Guarantor is bound or to which Guarantor is a party. This Agreement and the Guaranty constitute Guarantor's legal, valid and binding obligations, enforceable against Guarantor in accordance with their respective terms, subject to bankruptcy, insolvency and other similar laws affecting the rights of creditors generally

(ii) Guarantor has thoroughly read and reviewed the terms and provisions of this Agreement and the Loan Documents and is familiar with same, and

Guarantor has entered into this Agreement voluntarily, without duress or undue influence of any kind, and with the advice and representation of legal counsel, if any, selected by Guarantor.

(iii) None of the funds used by Guarantor in connection with the Transfer are secured directly or indirectly by an interest in Borrower or other collateral for the Loan. Guarantor owns its interest in Borrower free and clear of any lien, claim or pledge.

(iv) The financial statements and other material data and information supplied by Guarantor in connection with the Transfer were in all material respects true and correct as of the dates they were supplied, and since their dates no material adverse change in the financial condition of Guarantor has occurred, and there is not any pending or threatened litigation or proceedings which might impair to a material extent the business or financial condition of Guarantor.

(c) Prior Guarantor represents and warrants to Lender as follows:

(i) Prior Guarantor has full legal capacity to enter into and perform this Agreement. The execution, delivery and performance of this Agreement by Prior Guarantor (1) does not conflict with or result in a violation of any judgment, order or decree of any court or arbiter in any proceeding to which Prior Guarantor is a party, and (2) does not conflict with, or constitute a material breach of, or constitute a material default under, any contract, agreement or other instrument by which Prior Guarantor is bound or to which Prior Guarantor is a party. This Agreement constitutes Prior Guarantor's legal, valid and binding obligations, enforceable against Prior Guarantor in accordance with their respective terms, subject to bankruptcy, insolvency and other similar laws affecting the rights of creditors generally

(ii) Prior Guarantor has thoroughly read and reviewed the terms and provisions of this Agreement and the Loan Documents and is familiar with same, and Prior Guarantor has entered into this Agreement voluntarily, without duress or undue influence of any kind, and with the advice and representation of legal counsel, if any, selected by Prior Guarantor.

(iii) Prior Guarantor holds all right, title and interest in the Prior Guarantor Interests. Upon the execution and delivery of this Agreement, Prior Guarantor shall have transferred and conveyed all of the Prior Guarantor Interests to Guarantor and Prior Guarantor has received no mortgage, lien, pledge or other claim from Guarantor or other party to secure the payment of any sums due to Prior Guarantor or obligations to be performed by Guarantor.

Borrower, Guarantor and Prior Guarantor each acknowledges that Lender is relying upon the foregoing representations and warranties as a material inducement to Lender's execution of this Agreement.

9. CONFIRMATION. Except as specifically set forth herein, all other terms and conditions of the Loan Documents shall remain unmodified and in full force and effect, the same being confirmed, ratified, acknowledged and republished hereby.

10. RELEASE OF CLAIMS. Borrower, Prior Guarantor and Guarantor (collectively and individually, "Borrower Parties"), hereby jointly and severally, unconditionally and irrevocably, finally and completely RELEASE AND FOREVER DISCHARGE Lender, and their respective successors, assigns, affiliates, subsidiaries, parents, officers, shareholders, directors, employees, attorneys and agents, past, present and future (collectively and individually, "Lender Parties"), of and from any and all claims, controversies, disputes, liabilities, obligations, demands, damages, debts, liens, actions and causes of action of any and every nature whatsoever, known or unknown, whether at law, by statute or in equity, in contract or in tort, under state or federal jurisdiction, and whether or not the economic effects of such alleged matters arise or are discovered in the future, which Borrower Parties have as of the Effective Date or may claim to have against Lender Parties arising out of or with respect to any and all transactions relating the Loan or the Loan Documents occurring on or before the Effective Date, including any loss, cost or damage of any kind or character arising out of or in any way connected with or in any way resulting from the acts, actions or omissions of Lender Parties occurring on or before the Effective Date. The foregoing release is intended to be, and is, a full, complete and general release in favor of Lender Parties with respect to all claims, demands, actions, causes of action and other matters described therein, including specifically, without limitation, any claims, demands or causes of action based upon allegations of breach of fiduciary duty, breach of any alleged duty of fair dealing in good faith, economic coercion, usury, or any other theory, cause of action, occurrence, matter or thing which might result in liability upon Lender Parties arising or occurring on or before the Effective Date. Borrower Parties understand and agree that the foregoing general release is in consideration for the agreements of Lender contained herein and that they will receive no further consideration for such release. Borrower Parties represent and warrant to Lender that Borrower Parties have not previously assigned or transferred to any person or entity any matter released hereunder and Borrower Parties agree to indemnify, protect and hold the Lender Parties harmless from and against any and all claims based on or arising out of any such assignment or transfer.

11. MODIFICATIONS TO LOAN DOCUMENTS.

(a) The Security Instrument is modified and amended as follows:

(i) Section 8.3(a)(B) is revised to delete the reference to "Edward C. Zeman" and to insert therein "Thomas J. Santefort" therein.

(ii) Section 8.3(c) is revised to delete the reference to "three separate sales" in the second line and to insert "two separate sales" as the parties acknowledge that the Transfer as described herein constitutes the first sale of the ownership interests in Borrower.

(b) The Escrow Agreement is modified and amended as follows:

(i) Section 3.1(c) is deleted in its entirety and the following is inserted therein: "For all periods during the term of the Loan, Borrower shall pay to Lender monthly deposits for Insurance Premiums as required by Section 3.1(a) above."

(c) The Cross Collateralization Agreement is amended as follows:

(i) The definition of "Gross Potential Rent" set forth in Article 1 is deleted in its entirety and the following is inserted therein: "shall mean an amount equal to (a) Rents in Place, divided by (b) total number of pads occupied at the Property, multiplied by (c) the total number of pads at the Property."

12. ADDRESSES. Lender, Borrower and Guarantor agree that all notice provisions contained in the Loan Documents are hereby modified to amend the notice address for Lender, Borrower and Guarantor, and that from and after the Effective Date, the notice addresses for Lender, Borrower and Guarantor are as follows:

If to Lender:

Wells Fargo Bank, N.A., as Trustee for the Registered Holders of J.P.
Morgan Chase Commercial Mortgage Securities Trust 2006-CIBC16,
Commercial Mortgage Pass-Through Certificates, Series 2006-CIBC16
c/o Berkadia Commercial Mortgage LLC
118 Welsh Road
Horsham, Pennsylvania 19044
Attention: Client Relations Manager for Loan No. 99-1077664

If to Borrower:

Mansard Du Lac LLC
586 Oakmont Lane
Westmont, Illinois 60559
Attention: Thomas J. Santefort

With a copy to:

Karl L. Felbinger, Esq.
1340 Shermer Road, Suite 210
Northbrook, Illinois 60062

If to Guarantor:

Thomas J. Santefort
586 Oakmont Lane
Westmont, Illinois 60559

With a copy to:

Karl L. Felbinger, Esq.
1340 Shermer Road, Suite 210
Northbrook, Illinois 60062

13. DEFAULT. Any breach by Borrower, Guarantor or Prior Guarantor of any of the covenants contained in this Agreement or the material inaccuracy of any representation or warranty contained in this Agreement shall constitute a default under the Security Instrument and each other Loan Document.

14. MODIFICATIONS. This Agreement may not be amended, modified or otherwise changed in any manner except by a writing executed by all of the parties hereto.

15. CONFIRMATION OF WAIVERS. Borrower and Guarantor, without limiting the generality of its obligations under the Loan Documents, each hereby confirms and ratifies the submission to jurisdiction and waivers set forth in the Loan Documents.

16. SUCCESSORS AND ASSIGNS. This Agreement applies to, inures to the benefit of, and binds all parties hereof, their heirs, legatees, devisees, administrators, executors, and permitted successors and assigns.

17. THIRD PARTY BENEFICIARY STATUS OF BERKADIA COMMERCIAL MORTGAGE LLC. Borrower, Prior Guarantor and Guarantor hereby each acknowledges and agrees that Berkadia Commercial Mortgage LLC, its successors and assigns, are all intended third party beneficiaries of this Agreement.

18. NO NOVATION. THE PARTIES DO NOT INTEND THIS AGREEMENT NOR THE TRANSACTIONS CONTEMPLATED HEREBY TO BE, AND THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL NOT BE CONSTRUED TO BE, A NOVATION OF ANY OF THE OBLIGATIONS OWING BY THE BORROWER UNDER OR IN CONNECTION WITH THE LOAN DOCUMENTS. FURTHER, THE PARTIES DO NOT INTEND THIS AGREEMENT NOR THE TRANSACTIONS CONTEMPLATED HEREBY TO AFFECT THE PRIORITY OF ANY OF THE LENDER'S LIENS IN ANY OF THE COLLATERAL SECURING THE NOTE IN ANY WAY, INCLUDING, BUT NOT LIMITED TO, THE LIENS, SECURITY INTERESTS AND ENCUMBRANCES CREATED BY THE SECURITY INSTRUMENT.

19. ENTIRE AGREEMENT. This Agreement constitutes all of the agreements among the parties relating to the matters set forth herein and supersedes all other prior or concurrent oral or written letters, agreements and understandings with respect to the matters set forth herein.

20. COUNTERPARTS. This Agreement may be signed in any number of counterparts by the parties hereto, all of which taken together shall constitute one and the same instrument.

21. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State where the Property is located without giving effect to the conflict of laws provisions of said State.

22. SUPREMACY CLAUSE. It is hereby agreed that the terms and conditions of the Security Instrument, the Note and other Loan Documents, as modified by this Agreement, shall remain in full force and effect and shall be binding upon Borrower. It is understood and agreed that in the event there are any conflicting or omitted provisions or variations between the terms,

conditions, rights, or remedies in the Security Instrument, the Note or any other Loan Document (other than this Agreement) and the terms of this Agreement, those terms, conditions, rights or remedies of this Agreement shall prevail. A default under the terms and conditions of this Agreement shall constitute a default under the terms and conditions of the Security Instrument, the Note and other Loan Documents.

23. WAIVER OF TRIAL BY JURY. BORROWER, PRIOR GUARANTOR AND GUARANTOR HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THE LOAN, THE APPLICATION FOR THE LOAN, THE NOTE, THE LOAN DOCUMENTS OR ANY ACTS OR OMISSIONS OF LENDER, ITS OFFICERS, EMPLOYEES, DIRECTORS OR AGENTS IN CONNECTION THEREWITH.

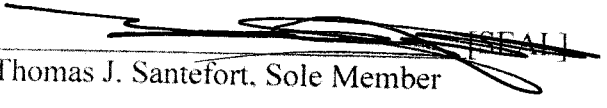
24. FURTHER ASSURANCES. Borrower, Prior Guarantor and Guarantor shall cooperate with Lender and shall execute and deliver, or cause to be executed and delivered, all such other documents and instruments, and shall take all such other action that Lender may request from time to time in order to accomplish and satisfy the provisions and purposes of this Agreement, including such confirmations and/or corrective instruments as Lender reasonably may require.

25. POST CLOSING COMPLETION OF IMMEDIATE REPAIRS. Borrower agrees that it shall promptly perform all repairs identified on *Schedule 1* of the Escrow Agreement (the "Immediate Repairs") in accordance with the terms and conditions of the Escrow Agreement and the deferred maintenance (the "Deferred Maintenance") set forth on *Exhibit D* attached hereto and made a part hereof within one hundred eighty (180) days from the date hereof and shall provide evidence of completion of the Immediate Repairs and the Deferred Maintenance to Lender, who shall be entitled to verify the same. Failure of Borrower to so complete the Immediate Repairs and Deferred Maintenance in a good and workmanlike, lien-free manner and pursuant to all applicable laws shall be an Event of Default pursuant to the Loan Documents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, under seal, as of the Effective Date.

BORROWER:

MANSARD DU LAC LLC, a Delaware limited liability company

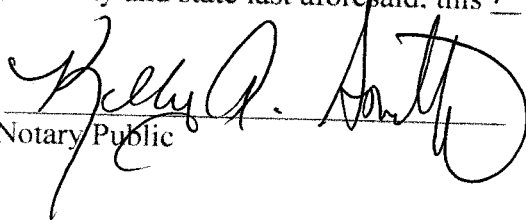
By: 
Thomas J. Santefort, Sole Member

STATE OF Illinois

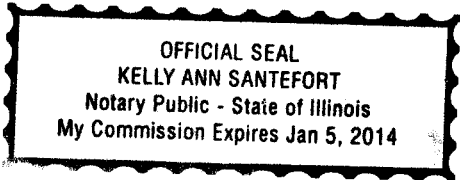
COUNTY OF Du Page

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid, and in the county aforesaid to take acknowledgements, personally appeared Thomas J. Santefort, the sole member of Mansard Du Lac LLC, a Delaware limited liability company to me known to be the person described in and who executed the foregoing instrument on behalf of Mansard Du Lac LLC and he acknowledged before me that he executed the same on behalf of the limited liability company.

WITNESS my hand and official seal in the county and state last aforesaid, this 9th day of December, 2010.


Notary Public

[Notary Seal]



GUARANTOR:

~~_____~~ [SEAL]
THOMAS J. SANTEFORT, an individual

STATE OF Illinois)

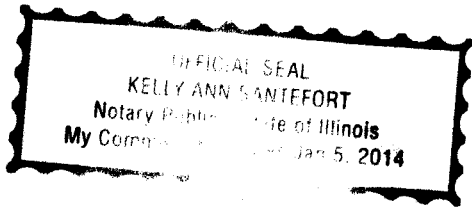
COUNTY OF Du Page)

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid, and in the county aforesaid to take acknowledgements, personally appeared Thomas J. Santefort to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

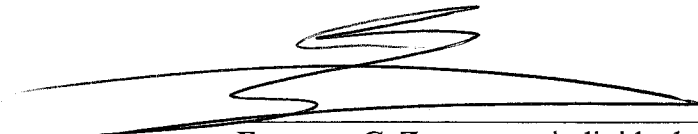
WITNESS my hand and official seal in the county and state last aforesaid, this 9th day of December, 2010.

Kelly Ann Santefort
Notary Public

[Notary Seal]



PRIOR GUARANTOR:

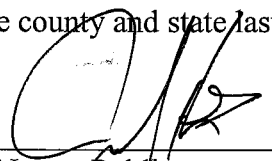
 [SEAL]
EDWARD C. ZEMAN, an individual

STATE OF Illinois)

COUNTY OF Cook)

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid, and in the county aforesaid to take acknowledgements, personally appeared Edward C. Zeman to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the county and state last aforesaid, this 10TH day of December, 2010.


Notary Public
My Commission Expires: 12/3/12

OFFICIAL SEAL
JENNIFER KLATT
Notary Public - State of Illinois
My Commission Expires Dec 03, 2012

[Notary Seal]

I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

Sheila R. Novak

Exhibit A

Legal Description

All of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being described as follows:

Parcel 1: Part of the North 1/2 of the Northwest Quarter of Section 8, Township 36 North, Range 7 West of the 2nd P.M., Described as follows: Beginning at a point on the North line of said Section 8 and 955.39 feet Easterly of the Northwest corner thereof; thence South 00 degrees 39 minutes 26 seconds West 826.40 feet; thence South 81 degrees 53 minutes 34 seconds West 81.00 feet; thence South 07 degrees 48 minutes 17 seconds East, 126.74 feet more or less to the Northerly line of the Indiana East-West Toll Road; thence North 81 degrees 53 minutes 34 seconds East along said Northerly line, 1478.72 feet to a point which is 150.00 feet Northwesterly, measured at right angles, from said Toll Road center line at Station 1249+00; thence North 08 degrees 06 minutes 26 seconds West, 20.00 feet; thence North 81 degrees 53 minutes 34 seconds East along the Northerly line of said Toll Road, 300.44 feet more or less, to the East line of the Northwest Quarter of said Section 8; thence North 00 degrees 36 minutes 47 seconds West along said East line, 479.14 feet, more or less to a point 193.20 feet South of the Northeast corner of the Northwest Quarter of said Section 8; thence North 89 degrees 09 minutes 32 seconds West, 660.04 feet; thence North 00 degrees 36 minutes 47 seconds West 191.5 feet to a point on the North line of said Section 8 and 660.0 feet West of the Northeast corner thereof; thence North 89 degrees 18 minutes 23 seconds West 1019.03 feet more or less to the Point of Beginning.

Parcel 2: Subject to and together with the Right and Easement to go upon, over and across, and to use for road purposes the following described tract of land: part of the Northeast Quarter of the Northwest Quarter of Section 8, Township 36 North, Range 7 West, being more particularly described as follows: Beginning on the East line of said Quarter Quarter Section at a point 170 feet Northerly measured right angles, from the center line of the Indiana East-West Toll Road (A center line survey map of which is on file in the Office of the Recorder of Lake County, Indiana); thence continuing Northerly along the East line of said Quarter Quarter Section to a point 200 feet Northerly, measured at right angles, from the center line of said Toll Road; thence South 81 degrees 53 minutes 34 seconds West, parallel to the center line of said Toll Road, about 390 feet to a line which is parallel to the North line of said Quarter Quarter Section and 10 chains and 38 links Southerly, measured parallel to the East line of said Quarter Quarter Section, from said North line of said Quarter Quarter Section; thence Easterly parallel to the North line of said Quarter Quarter Section to a point 170 feet Northerly, measured at right angles, from the center line of said Toll Road; thence North 81 degrees 53 minutes 34 seconds East parallel to said Toll Road center line, to the Point of Beginning, as created by Right of Way Grant from Helen Reinert Kramer and C.J. Kramer to Indiana Toll Road Commission dated February 2, 1955 and recorded June 23, 1955, in Deed Record 972, page 268.

Parcel 3: Right and Easement, to go upon, over and across and to use for road purposes the following described tract of land: part of the Northwest Quarter of the Northeast Quarter of Section 8, Township 36 North, Range 7 West, bounded and described as follows: Beginning on West line of said Quarter Quarter Section at a point which is 170.00 feet Northwesterly, measured at right angles from the center line of the Indiana East-West Toll Road (A center line survey map of which is on file in the office of the Recorder of Lake County, Indiana); thence Northerly on the West line of said Quarter Quarter Section to a point which is 200.00 feet Northwesterly, measured at right angles from said Toll Road center line; thence North 81 degrees 53 minutes 34 seconds East parallel with said Toll Road center line to the West line of the Right of Way of Hobart Road; thence South 18 degrees 05 minutes 26 seconds East on the West line of the Right of Way of Hobart Road 30.46 feet to a point which is 170.00 feet Northwesterly, measured at right angles from said Toll Road center line; thence South 81 degrees 53 minutes 34 seconds West parallel with said Toll Road center line to the Point of Beginning and Place of Beginning, as created by Grant from Indiana Toll Road Commission to Consumer Dunes Corporation dated September 7, 1955 and recorded October 4, 1955, in miscellaneous Record 645, page 346.

Exhibit B

Original Organization Chart

Current Organization Chart

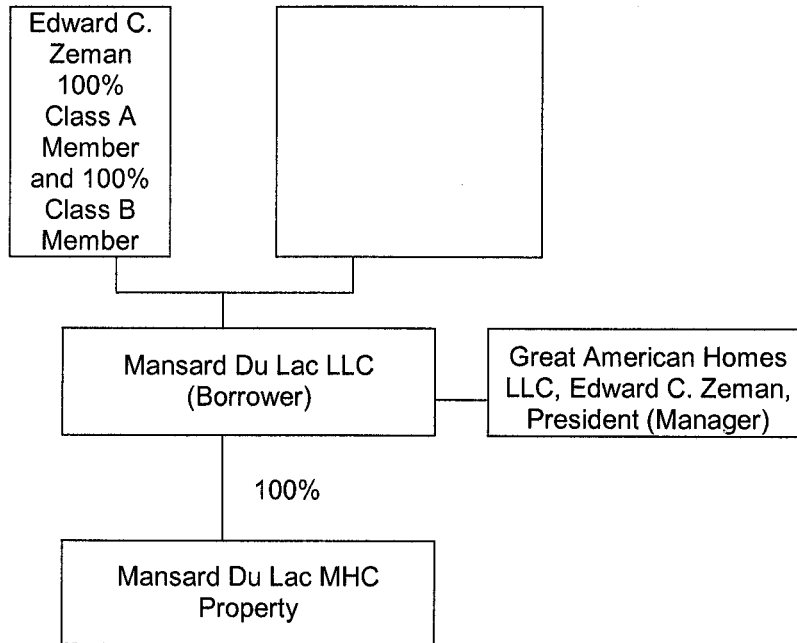


Exhibit C

Revised Organization Chart

Proposed Organization Chart

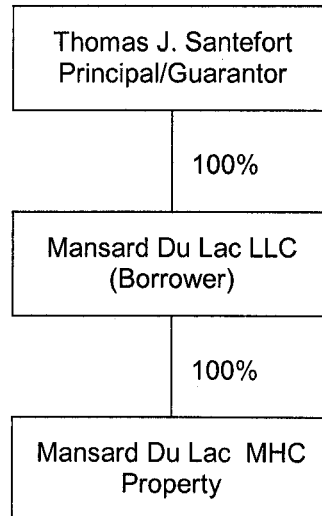


Exhibit D

Deferred Maintenance

Cracks in the roadways as noted by RR Donnelly on April 29, 2010 in Section VI of that certain Multifamily Inspection Form.