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Shelby Cnty Judge of Probate, AL
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Bk: LR200813 Pg:4901
Jefferson County, Alabama
I certify this instrument filed on
12/19/2008 02:28:24 PM MTG
Judge of Probate- Alan L. King

RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:

Midland Loan Services, Inc.
10851 Mastin, Suite 700
Overland Park, Kansas 66210
Attention: Tad Janssen

Cross Reference that certain Mortgage and Security Agreement, recorded in the Office of the Judge of Probate of Jefferson County, Alabama, as Instrument No. 200511/8159 and the Office of the Judge of Probate of Shelby County, Alabama, as Instrument No. 20050823000433340, and that certain Assignment of Leases and Rents, in the Office of the Judge of Probate of Jefferson County, Alabama, as Instrument No. 200511/8163 and the Office of the Judge of Probate of Shelby County, Alabama, as Instrument No. 200511/8163 and the Office of the Judge of Probate of Shelby County, Alabama, as Instrument No. 20050823000433350.

Loan Number 03-0255727

CONSENT AND ASSUMPTION
AGREEMENT WITH LIMITED RELEASE

This Consent and Assumption Agreement With Limited Release (this "Agreement") is entered into as of December 19, 2008 by and among **CMS/RIVERSIDE PARC, L.P.**, a Delaware limited partnership ("Seller"), with an address of % Equity Resources, LLC, 3800 Corporate Woods Drive, Suite 100, Birmingham, Alabama 35242, **JACK FIORELLA III**, an individual ("Original Principal"), with an address of 3800 Corporate Woods Drive, Suite 100, Birmingham, Alabama 35242, **RCG LV RIVERSIDE PARC, L.P.**, a Delaware limited partnership ("Buyer"), with an address of % Ramis, LLC, 599 Lexington Avenue, New York, New York, 10022, **RCG LONGVIEW EQUITY FUND, L.P.**, a Delaware limited partnership ("RCG Guarantor"), with an address of % Ramius, LLC, 599 Lexington Avenue, New York, New York, 10022, **RCG LONGVIEW EQUITY FUND PA PSERS, L.P.**, a Delaware limited partnership ("PSERS Guarantor"; RCG Guarantor and PSERS Guarantor are jointly and severally, referred to herein as "Principal"), with an address % Ramius, LLC, 599 Lexington Avenue, New York, New York, 10022, and **WELLS FARGO BANK, N.A.**, as Trustee for the Registered Holders of J.P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2005-CIBC13 ("Lender"), with an address % Midland Loan Services, Inc., 10851 Mastin, Suite 700, Overland Park, Kansas 66210, Re: Loan Number 03-0255727.

RECITALS

A. Seller is the owner of certain real property located in Jefferson and Shelby County, Alabama, commonly known as the Riverside Parc Apartments, which real property is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. Such real property, together with all improvements, fixtures and personal property located thereon, is collectively referred to as the "Property".

B. By assignment, Lender is the owner and holder of certain documents (the "Loan Documents") evidencing and securing a loan (the "Loan") made by JPMorgan Chase Bank, N.A., a banking association chartered under the laws of the United States of America ("Original Lender"), to Seller, including, without limitation, the:

- (i) Fixed Rate Note (the "Note"), dated as of August 22, 2005, in the original principal amount of \$20,000,000.00, executed by Seller, as maker, in favor of Original Lender;
- (ii) Allonge dated as of November 29, 2005, executed by Original Lender;
- (iii) Mortgage and Security Agreement (the "Security Instrument"), dated as of August 22, 2005, executed by Seller in favor of Original Lender, filed for record August 23, 2005, in the Office of the Judge of Probate of Jefferson County, Alabama as Instrument No. 200511/8159 (the "Jefferson Recording Office") and in the Office of the Judge of Probate of Shelby County, Alabama (the "Shelby Recording Office") as 20050823000433340;
- (iv) Assignment of Leases and Rents (the "Assignment of Leases"), dated as of August 22, 2005, executed by Seller in favor of Original Lender, filed for record August 23, 2005 in the Jefferson Recording Office as Instrument No. 200511/8163 and in the Shelby Recording Office as Instrument No. 20050823000433350;
- (v) The Security Instrument and the Assignment of Leases were assigned to Lender pursuant to that certain Assignment of Mortgage and Security Agreement and Assignment of Assignment of Leases and Rents, recorded on March 11, 2006 in the Jefferson Recording Office at Book 200605, Page 437 and that certain Assignment of Mortgage and Security Agreement and Assignment of Assignment of Leases and Rents, recorded on August 22, 2006 in the Shelby Recording Office as Instrument No. 20060822000410380 (the "Lender Assignments");
- (vi) Certain UCC financing statements executed by Seller, as debtor, in favor of Original Lender, as secured party, which financing statements have been assigned of record to Lender;
- (vii) Escrow Agreement for Reserves and Impounds (the "Escrow Agreement") dated as of August 22, 2005, by and between Original Borrower and Original Lender;
- (viii) The Guaranty dated as of August 22, 2005, by Original Principal in favor of Original Lender ("Original Guaranty"); and

- (ix) The Environmental Indemnity Agreement dated as of August 22, 2005, by Seller in favor of Original Lender ("Original Environmental Indemnity").

C. Midland Loan Services, Inc. services the Loan for Lender, as master servicer ("Master Servicer"), pursuant to a certain Pooling and Servicing Agreement dated November 29, 2005 (the "Pooling and Servicing Agreement").

D. Seller and RCG Longview Realty Services, LLC, a Delaware limited liability company, are parties to that certain Real Estate Sales Agreement, dated as of August 4, 2008, as amended by that certain First Amendment to Real Estate Sales Agreement dated September 17, 2008, as further amended by that certain Second Amendment to Real Estate Sales Agreement dated November 6, 2008, as assigned to Buyer pursuant to that certain Assignment of Sale Contract, dated December 19, 2008 (as amended and as assigned to Buyer, the "Purchase Agreement"), pursuant to which the Property is to be transferred to Buyer (the "Transfer") and Buyer is to assume the Loan (the "Assumption"), and Seller and Buyer have requested that Lender consent to the Transfer and Assumption.

E. In connection with the Transfer and Assumption, the parties have requested Lender's consent to a change in management of the Property ("Change in Property Management") from E.R. Management, Inc., an Alabama corporation ("Original Property Manager") to RCG Longview Realty Services, LLC, a Delaware limited liability company ("Property Manager").

F. Subject to the terms and conditions of this Agreement, Lender has agreed to consent to the Transfer and Assumption and to the Change in Property Management.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **CONSENT TO TRANSFER AND ASSUMPTION.** Subject to satisfaction of all of the conditions contained herein, Lender consents to the Transfer and the Assumption and, in connection therewith, to a Change in Property Management from Original Property Manager to Property Manager. This consent is strictly limited to the Transfer and the Assumption and Change in Property Management described in this Agreement. This Agreement shall not constitute a waiver or modification of any requirement of obtaining Lender's consent to any future transfer of the Property or any portion thereof or interest therein or future change in property management, nor shall it constitute a modification of the terms, provisions, or requirements in the Loan Documents in any respect except as expressly provided herein. Buyer specifically acknowledges that any subsequent transfer of any interest in any of the Property or interest in Buyer or change in property management in violation of the Loan Documents shall be a default thereunder. The Loan Documents are hereby ratified and, except as expressly modified in this Agreement, remain unmodified and are in full force and effect.

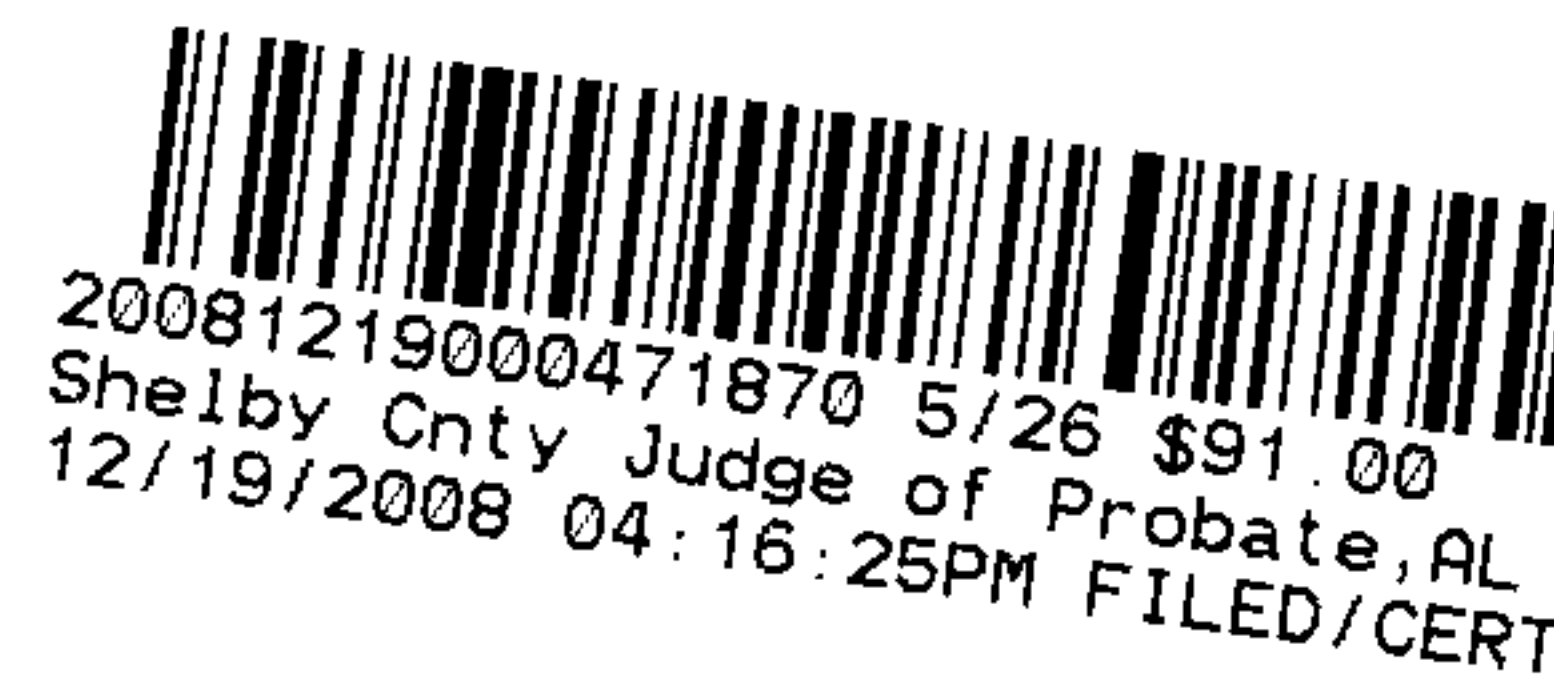
2. **LOAN INFORMATION.** The parties hereto agree that as of the date hereof:

- (a) The outstanding principal balance of the Note is \$20,000,000.00.
- (b) The interest rate of the Note is a fixed rate of 5.20% per annum.
- (c) The maturity date of the Note is September 1, 2012.

- (d) The current balance of each escrow account held by Lender with respect to the Note (after adjustments as set forth on Lender's closing settlement statement) is:
- (i) \$23,966.77 Tax and Insurance Funds (as defined in the Escrow Agreement);
 - (ii) \$[0.00] TI & LC Funds (as defined in the Escrow Agreement);
 - (iii) \$50,250.00 Immediate Repair Funds (as defined in the Escrow Agreement); and
 - (v) \$[0.00] On-Going Replacement Reserve (as defined in the Escrow Agreement).
- (e) The following listed payments are due and payable on the first (1st) day of each and every calendar month as of the date of Closing (as hereinafter defined):
- (i) Interest only installments through and including September 1, 2010; thereafter principal and interest payments of \$109,822.18;
 - (ii) \$18,011.48 Tax and Insurance Funds (subject to adjustment as set forth in the Loan Documents); and
 - (iii) \$8,864.00 On-going Replacement Reserve (as modified pursuant to Section 36 hereof).
- (f) Upon making the January 1, 2009 payment at Closing, all required payments due through January 1, 2009 under the Loan Documents have been paid.
- (g) Lender is the current owner and holder of the Loan Documents.

3. **CONDITIONS.** In addition to any other conditions set forth herein or required by Lender, the following are conditions precedent that must be satisfied prior to the closing of the Transfer and the Assumption (the "Closing"):

- (a) The execution, acknowledgment, delivery and recordation of this Agreement by all of the parties concurrently with the Closing.
- (b) The execution, delivery and recordation or filing, as applicable, of one or more new financing statements, or amendments to existing financing statements as required by Lender at Closing.
- (c) Buyer's delivery to Lender of satisfactory evidence that all insurance over the Property required by the Loan Documents (the "Required Insurance") is in full force and effect as of the Closing, with all required premiums paid, and contains a mortgagee's clause (the "Mortgagee's Clause") satisfactory to Lender in favor of Wells Fargo Bank, N.A., as Trustee for the Registered Holders of J.P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2005-CIBC13,



and its successors and/or assigns, c/o Midland Loan Services, Inc., Master Servicer, 10851 Mastin, Suite 700, Overland Park, Kansas 66210, re: Loan Number 03-0255727.

- (d) Lender's receipt of satisfactory Title Endorsements (hereinafter defined).
- (e) The full release and reconveyance of any other liens or monetary encumbrances against the Property.
- (f) Lender's receipt of all of the Required Payments (hereinafter defined).
- (g) Lender's receipt of a legal opinion from counsel for Buyer in form and substance satisfactory to Lender.
- (h) Lender's receipt of an IRS W9 form from Buyer and Seller.
- (i) Execution by Buyer and Principal and delivery to Lender of a new Guaranty (the "New Guaranty") in substance identical to the Original Guaranty.
- (j) Execution by Buyer and Principal and delivery to Lender of a new Environmental Indemnity Agreement (the "New Environmental Indemnity") in substance identical to the Original Environmental Indemnity.
- (k) Execution by Buyer and Property Manager of a new Assignment and Subordination of Management Agreement (the "New Assignment of Management Agreement") in substance satisfactory to Lender.

4. FEES, PAYMENT AND EXPENSES. Buyer and/or Seller covenants and agrees to pay to Lender at or prior to Closing the following (the "Required Payments"):

- (a) **\$100,000.00**, an amount equal to **0.5%** of the current unpaid principal balance of the Loan, represents an assumption fee for Lender's consent to the Transfer and the Assumption.
- (b) **\$89,555.56**, which represents the required interest installment payment due on January 1, 2009.
- (c) **\$18,011.48**, which represents the required monthly tax escrow deposit due on January 1, 2009.
- (d) **\$8,864.00** which represents the required monthly deposit to the On-going Replacement Reserve
- (e) **\$50,250.00**, which amount is to be deposited with Lender into the Immediate Repair Funds as more fully set forth in Section 36 hereof.

The Required Payments and any other fees and adjustments due and owing under the Loan Documents or in connection with the Transfer and the Assumption shall be paid in accordance with Lender's settlement charges statement (the "Settlement Statement") delivered to Closing for signature by Buyer and Seller. In addition, at Closing, Buyer and/or Seller shall pay all of Lender's attorneys' fees incurred in connection with this Agreement or the Transfer and the Assumption in the amount set forth on

the Settlement Statement, which amount shall be deemed a Required Payment pursuant to the terms of this Agreement.

5. **TITLE ENDORSEMENTS.** At Closing, Buyer shall (a) cause Equity Title Company, an agent of First American Title Insurance Company ("Title Company") to issue such endorsements to Lender's mortgagee's title insurance policy (First American Title Insurance Company Policy No. FA-31-822989) (the "Existing Loan Policy") in such form as Lender may require ("Title Endorsements"), including showing that the Buyer is the owner of the Property, changing the effective date of such title policy to the date of the Closing, and showing that the Loan Documents are in a first lien position, and (b) pay the cost of the Title Endorsements, any escrow, filing or recording fees applicable to this transaction, and any other costs and expenses incurred in connection with this Agreement or this transaction, including, without limitation, attorneys' fees. In lieu of the Title Endorsements, and subject to Lender's approval, in its sole and absolute discretion, Lender will accept a new mortgage title policy (the "New Loan Policy") issued by Title Company or by another title insurance company acceptable to Lender. In such case, the New Loan Policy shall be substantially similar to the Existing Loan Policy and otherwise in form and substance satisfactory to Lender, in Lender's good faith judgment.

6. **BUYER'S ASSUMPTION OF LOAN; FINANCING STATEMENTS.** Buyer hereby expressly assumes the obligation to pay the unpaid balance due and owing on the Loan, all interest thereon as provided in the Note and all other obligations under the Loan Documents, with the same force and effect as if Buyer had been specifically named therein as the original maker, borrower or grantor, as applicable. Without limiting the generality of the foregoing, Buyer expressly assumes the obligation to pay all loan installments as they become due and to observe all obligations of the Loan Documents. Buyer's assumption of the foregoing obligations (a) is absolute, unconditional and is not subject to any defenses, waivers, claims or offsets, (b) shall not be affected or impaired by any agreement, condition, statement or representation of any person or entity other than Lender. Buyer expressly agrees that it has read, approved and will comply with and be bound by all of the terms, conditions, and provisions contained in the Loan Documents. Buyer specifically agrees that if the Note is recourse, Lender's remedies shall not in any respect or extent be limited solely to the Property or any other collateral securing the Loan.

Buyer and Principal, by their execution of this Agreement, jointly and severally, agree to reimburse, defend, indemnify and hold Lender, its officers, agents, loan servicers and employees harmless from and against any and all liabilities, claims, damages, penalties, expenditures, losses or charges (including, but not limited to, all legal fees and court costs), which may now or in the future be undertaken, suffered, paid, awarded, assessed or otherwise incurred as a result of or arising out of any fraudulent or tortious conduct of Buyer or Principal, in connection with this Agreement or the Property, including the intentional misrepresentation of financial data presented to Lender.

Buyer hereby authorizes Lender to file one or more new financing statements, or amendments to existing financing statements, covering fixtures and personal property collateral included in the Property and covered by the security agreement contained in the Loan Documents, without signature of Buyer where permitted by law. Buyer acknowledges and agrees that Lender continues to have a security interest in all fixtures, personal property and other property described in the Loan Documents (the "Collateral") transferred to Buyer by Seller and further acknowledges and agrees that Lender shall continue to have a security interest (and is hereby granted a security interest) in all Collateral whether such Collateral is now owned by Buyer or is hereafter acquired by Buyer.

7. **NO REPRESENTATIONS OF LENDER.** The parties hereto agree that (a) Lender has made no representations or warranty, either express or implied regarding the Property and has no responsibility

whatsoever with respect to the Property, its condition, or its use, occupancy or status, and (b) no claims relating to the Property, its condition, or its use, occupancy or status, will be asserted against Lender or its agents, employees, professional consultants, affiliated entities, successors or assigns, either affirmatively or as a defense.

8. **ENVIRONMENTAL MATTERS.** The provisions of Section 11.2 of the Security Instrument are incorporated herein by reference and Buyer hereby makes such representations, warranties and covenants contained in Section 11.2 of the Security Instrument as if it were the original "Borrower" thereunder.

9. **SELLER'S AND ORIGINAL PRINCIPAL'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Seller and Original Principal hereby represent, warrant, and covenant that:

- (a) Seller is the owner of the Property and Seller and Original Principal are duly authorized to execute, deliver and perform this Agreement.
- (b) Seller and Original Principal hereby represent and warrant that the Transfer and the Assumption contemplated in this Agreement is the first Transfer, as contemplated under the Security Instrument.
- (c) There has been no amendment or modification of the Loan Documents, except as specifically set forth in this Agreement.
- (d) No part of any Property has been taken in condemnation or other like proceeding to an extent which would impair the value of the Property, the lien of the Security Instrument or the Loan or the usefulness of such Property for the purposes contemplated, nor is any proceeding pending, or, to Seller's knowledge, threatened or known to be contemplated for the partial or total condemnation or taking of the Property.
- (e) No part of the Property is, or will become, subject to a mortgage, deed of trust or other type of prior or subordinate lien.
- (f) Any court or third-party approvals necessary for Seller to enter into this Agreement have been obtained.
- (g) The entities and/or persons executing this Agreement on behalf of Seller are duly authorized to execute and deliver this Agreement.
- (h) This Agreement and the Loan Documents are in full force and effect and the transactions contemplated therein constitute valid and binding obligations of Seller and Original Principal, as applicable, enforceable against Seller and Original Principal, as applicable, in accordance with their terms, and have not been modified either orally or in writing.
- (i) Lender has not waived any requirements of the Loan Documents nor any of Lender's rights thereunder.
- (j) There is no existing "Event of Default" (as defined in the Loan Documents) or event or condition that, with the giving of notice or passage of time or both, would constitute an Event of Default.

- (k) All taxes and assessments applicable to the Property that are due and payable as of the Closing have been paid.
- (l) The next payment for real property taxes applicable to the Property is due on or before October 1, 2009 but not past delinquent until after December 31, 2009.
- (m) All representations and warranties in the Purchase Agreement are true and correct.
- (n) All representations and warranties referred to herein shall be true as of the date of this Agreement and the Closing and shall survive the Closing.
- (o) Upon consummation of the Transfer and the Assumption, Seller shall have no further interest in the escrow accounts held by Lender and described in subsection 2(e) of this Agreement.

Lender is entitled to rely, and has relied, upon these representations, warranties and covenants in the execution and delivery of this Agreement and all other documents and instruments executed and delivered by Lender in connection with this Agreement.

10. BUYER'S AND PRINCIPAL'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Buyer and Principal hereby represent, warrant, and covenant that:

- (a) Buyer and Principal are duly authorized to execute, deliver and perform this Agreement.
- (b) Any court or third-party approvals necessary for Buyer or Principal to enter into this Agreement have been obtained.
- (c) The entities and/or persons executing this Agreement on behalf of Buyer and Principal are duly authorized to execute and deliver this Agreement.
- (d) This Agreement, the "New Loan Documents" (as hereinafter defined), and the Loan Documents are in full force and effect and the transactions contemplated therein constitute valid and binding obligations of Buyer and Principal, as applicable, enforceable against Buyer and Principal, as applicable, in accordance with their terms and have not been modified either orally or in writing.
- (e) To Buyer's and Principal's actual knowledge, there is no existing Event of Default or event or condition that, with the giving of notice or passage of time or both, would constitute an Event of Default.
- (f) To Buyer's and Principal's actual knowledge, all taxes and assessments applicable to the Property that are due and payable as of the Closing have been paid.
- (g) To Buyer's and Principal's actual knowledge, the next payment for real property taxes applicable to the Property is due on or before October 1, 2009 but not past delinquent until after December 31, 2009.
- (h) All representations and warranties of Buyer in the Purchase Agreement are true and correct.

- (i) There is no bankruptcy, receivership or insolvency proceeding pending or threatened against Buyer or Principal.
- (j) Neither Buyer nor Principal has any intention to do any of the following prior to the Closing or within the 180 days following the Closing: (i) seek entry of any order for relief as debtor and a proceeding under the Code (hereinafter defined), (ii) seek consent to or not contest the appointment of a receiver or trustee for itself or for all or any part of its property, (iii) file a petition seeking relief under any bankruptcy, arrangement, reorganization or other debtor relief laws, or (iv) make a general assignment for the benefit of its creditors.
- (k) All of the Required Insurance is in full force and effect, with all required premiums paid, and contains the required Mortgagee's Clause.
- (l) The financial statements of Buyer, RCG Longview Equity REIT GP, LLC, and Buyer's limited partner, and Principal, delivered to Lender or Servicer in connection with the Transfer and the Assumption: (i) are materially complete and correct; (ii) present fairly the financial condition of each of Buyer, Buyer's general partner and Buyer's limited partner, and Principal; and (iii) have been prepared in accordance with generally accepted accounting principles consistently applied or other accounting standards approved by Lender. Since the date of such financial statements, there has been no material adverse change in the financial condition of any of Buyer, Buyer's general partner and Buyer's limited partner, and Principal, nor have any direct or indirect interests or beneficial ownership rights in Buyer, Buyer's general partner and Buyer's limited partner, and Principal, nor any assets or properties held by Buyer, Buyer's general partner and Buyer's limited partner, and Principal, been mortgaged, pledged or encumbered.
- (m) There are no, and resulting from the consummation of or in connection with the Transfers, will not be, any encumbrances on the direct or indirect ownership interests in the Buyer, Buyer's general partner and Buyer's limited partner, or Principal, except as specifically consented to in this Agreement.
- (n) No part of the Property is, or will become, subject to a mortgage, deed of trust or other type of prior or subordinate lien.
- (o) No person, party, firm or corporation other than Buyer has (a) any possessory interest in the Property or right to occupy the same except under and pursuant to the provisions of existing leases by and between tenant and Buyer, true and complete copies of all such leases having been previously disclosed to Lender; or (b) an option to purchase the Property or an interest therein.
- (p) Buyer does not own any real property or assets other than the Property and does not operate any business other than the management and operation of the Property.
- (q) Buyer's general partner will not own any other interests or assets other than the general partner interest in Buyer.
- (r) After the Transfer and the Assumption, Buyer will have sufficient working capital, including cash flow from the Property, not only to adequately maintain the Property, but also to pay all of Buyer's outstanding debts as they come due.

- (s) All representations and warranties referred to herein shall be true as of the date of this Agreement and the Closing and shall survive the Closing.
- (t) Jay I. Anderson, Michael Boxer, Peter A. Cohen and Jeffrey J. Feil are the individuals responsible for the direction of the management and policies of Borrower, RCG LV Riverside Parc Holdings, LLC and Principal.

Lender is entitled to rely, and has relied, upon these representations, warranties and covenants in the execution and delivery of this Agreement and all other documents and instruments executed and delivered by Lender in connection with this Agreement.

11. LIMITED RELEASE OF SELLER AND ORIGINAL PRINCIPAL. Lender hereby releases Seller and Original Principal from all liability and obligations under the Loan Documents arising from and after the Closing, including, but not limited to, repayment of the Loan, but excepting, without limitation (i) any environmental or other damage to the Property occurring prior to the Closing, (ii) any obligations arising from the Purchase Agreement, (iii) any liability related to or arising from Seller's acts or omissions occurring prior to the Closing, and (iv) any liability related to or arising from fraudulent or tortious conduct, including intentional misrepresentation of financial data presented to Lender. In all cases, the Buyer, Seller, Principal and Original Principal, rather than Lender, 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 any of the Loan Documents.

12. RELEASE OF LENDER. Seller, for itself and for its agents, employees, representatives, officers, directors, general partners, limited partners, joint shareholders, beneficiaries, trustees, administrators, subsidiaries, affiliates, employees, servants and attorneys, and Original Principal, for itself and for its agents, employees, representatives, officers, directors, general partners, limited partners, joint shareholders, beneficiaries, trustees, administrators, subsidiaries, affiliates, employees, servants and attorneys (collectively, the "Seller Releasing Parties") jointly and severally release and forever discharge Lender and Midland Loan Services, Inc., and their respective successors, assigns, partners, directors, officers, employees, agents, attorneys, administrators, trustees, subsidiaries, affiliates, beneficiaries, shareholders and representatives from all liabilities, obligations, costs, expenses, claims and damages, at law or in equity, known or unknown, which any of the Seller Releasing Parties may now or hereafter hold or claim to hold under common law or statutory right, arising in any manner out of the Property, the Loan, any of the Loan Documents or any of the documents, instruments or any other transactions relating thereto or the transactions contemplated thereby. Without limiting the generality of the foregoing, this release shall include the following matters: (a) all aspects of this Agreement and the Loan Documents, any negotiations, demands or requests with respect thereto, and (b) Lender's exercise or attempts to exercise any of its rights under this Agreement, any of the Loan Documents, at law or in equity. The Seller Releasing Parties agree that this release is a full, final and complete release and that it may be pleaded as an absolute bar to any or all suit or suits pending or which may thereafter be filed or prosecuted by any of the Seller Releasing Parties, or anyone claiming by, through or under any of the Seller Releasing Parties. The Seller Releasing Parties agree that this release is binding upon each of them and their respective agents, employees, representatives, officers, directors, general partners, limited partners, joint shareholders, beneficiaries, trustees, administrators, subsidiaries, affiliates, employees, servants and attorneys.

To the fullest extent permitted by applicable law, Buyer, for itself and for its agents, employees, representatives, officers, directors, general partners, limited partners, joint shareholders, beneficiaries, trustees, administrators, subsidiaries, affiliates, employees, servants and attorneys, and Principal, for itself and for its agents, employees, representatives, officers, directors, general partners, limited partners, joint

shareholders, beneficiaries, trustees, administrators, subsidiaries, affiliates, employees, servants and attorneys (collectively, the "Buyer Releasing Parties") jointly and severally release and forever discharge Lender and Midland Loan Services, Inc., and their respective successors, assigns, partners, directors, officers, employees, agents, attorneys, administrators, trustees, subsidiaries, affiliates, beneficiaries, shareholders and representatives from all liabilities, obligations, costs, expenses, claims and damages, at law or in equity, known or unknown, which arise out of any matters occurring prior to the Closing in connection with the transactions contemplated hereby. The Buyer Releasing Parties agree that this release is a full, final and complete release and that it may be pleaded as an absolute bar to any or all suit or suits pending or which may thereafter be filed or prosecuted by any of the Buyer Releasing Parties, or anyone claiming by, through or under any of the Buyer Releasing Parties. The Buyer Releasing Parties agree that this release is binding upon each of them and their respective agents, employees, representatives, officers, directors, general partners, limited partners, joint shareholders, beneficiaries, trustees, administrators, subsidiaries, affiliates, employees, servants and attorneys.

13. **REFERENCES IN THE LOAN DOCUMENTS.** Seller, Original Principal, Buyer, Principal, and Lender hereby acknowledge and agree that the terms "Grantee", "Beneficiary", "Lender" and "Assignee" contained in the Loan Documents shall be deemed to refer to Lender and its successors and/or assigns. Seller, Original Principal, Buyer, Principal, and Lender further acknowledge and agree that from and after the date of this Agreement, the terms "Grantor", "Borrower" and/or "Assignor" contained in the Loan Documents shall be deemed to refer to Buyer. This Agreement shall be deemed a "Loan Document" for all purposes under the Loan Documents.

14. **RATIFICATION AND CONFIRMATION OF THE LOAN.** Buyer and Principal agree to perform each and every obligation under the Loan Documents, as specifically modified by this Agreement, and any other loan documents executed on or about the date of this Agreement for the purpose of evidencing, securing or otherwise relating to the Loan (the "New Loan Documents") in accordance with their respective terms and conditions. Buyer and Principal ratify, affirm, reaffirm, acknowledge, confirm and agree that the Loan Documents, as specifically modified by this Agreement, remain in full force and effect and, together with any New Loan Documents, represent legal, valid and binding obligations of Buyer and Principal, as applicable, enforceable against Buyer and Principal, as applicable, in accordance with their terms. Buyer and Principal agree that this Agreement does not diminish, impair, release or relinquish the liens, powers, titles, security interests and rights securing or guaranteeing payment of the Loan, including the validity or first priority of the liens and security interests encumbering the Property granted Lender by the Loan Documents and the New Loan Documents.

15. **NONWAIVER.** The parties hereto acknowledge and agree that (a) any performance or non-performance of the Loan Documents prior to the date of this Agreement does not affect or diminish Lender's ability to require future compliance with the Loan Documents, and (b) in the future, Lender will require strict compliance with and performance of the Loan Documents. Nothing contained herein shall be construed as a waiver of any of Lender's rights or remedies with respect to any default under this Agreement or any Loan Document.

16. **BANKRUPTCY OF BUYER OR PRINCIPAL.** Buyer covenants and agrees that in the event Buyer shall (i) file any petition with any bankruptcy court or be the subject of any petition under the United States Bankruptcy Code (11 U.S.C. §101 et seq., the "Code"), (ii) file or be the subject of any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or other relief for debtors, (iii) have sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator, or liquidator, or (iv) be the subject of any order, judgment, or decree entered by any court of competent jurisdiction approving a petition filed against such party for any reorganization,

arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or relief for debtors, Lender shall thereupon be entitled, and Buyer irrevocably consents, to the entry of an order by a bankruptcy court granting to Lender relief from any automatic stay imposed by Section 362 of the Code, or otherwise, on or against the exercise of the rights and remedies otherwise available to Lender as provided in the Loan Documents, this Agreement or as otherwise provided by law or in equity, and Buyer irrevocably waives its right to object to, attempt to enjoin or otherwise interfere with such relief and the exercise and enforcement by Lender of its rights and remedies following entry of such order. Without limiting the generality of the immediately preceding sentence, Buyer agrees that Lender will be entitled to and it consents to immediate relief from the automatic stay imposed by the Code to allow Lender to take any and all actions necessary, desirable or appropriate to enforce any rights Lender may have under the Loan Documents, including, but not limited to, the right to possession of the Property, collection of rents, and/or the commencement or continuation of an action to foreclose Lender's liens and security interests. Buyer further agrees that the filing of any petition for relief under the Code which postpones, prevents, delays or otherwise hinders Lender's efforts to collect the amounts due under the Note or to liquidate any of the collateral therefor shall be deemed to have been filed in bad faith and, therefore, shall be subject to prompt dismissal or conversion to a liquidation case under the Code upon motion therefor by Lender. Further, Buyer agrees that it will not seek, apply for or cause the entry of any order enjoining, staying, or otherwise prohibiting or interfering with Lender's obtaining an order granting relief from the automatic stay and enforcement of any rights which Lender may have under the Loan Documents, including, but not limited to, Lender's right to possession of the Property, collection of rents and/or the commencement or continuation of an action to foreclose Lender's liens and security interests under the Loan Documents.

Principal covenants and agrees that in the event Principal shall (i) file any petition with any bankruptcy court or be the subject of any petition under the Code, (ii) file or be the subject of any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or other relief for debtors, (iii) have sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator, or liquidator, or (iv) be the subject of any order, judgment, or decree entered by any court of competent jurisdiction approving a petition filed against such party for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or relief for debtors, Lender shall thereupon be entitled, and Principal irrevocably consents, to the entry of an order by a bankruptcy court granting to Lender relief from any automatic stay imposed by Section 362 of the Code, or otherwise, on or against the exercise of the rights and remedies otherwise available to Lender as provided in the Loan Documents, this Agreement or as otherwise provided by law or in equity, and Principal irrevocably waives its right to object to, attempt to enjoin or otherwise interfere with such relief and the exercise and enforcement by Lender of its rights and remedies following entry of such order. Without limiting the generality of the immediately preceding sentence, Principal agrees that Lender will be entitled to and it hereby consents to immediate relief from the automatic stay imposed by the Code to allow Lender to take any and all actions necessary, desirable or appropriate to enforce any rights Lender may have under the Loan Documents, including, but not limited to, the right to possession of the Property, collection of rents, and/or the commencement or continuation of an action to foreclose Lender's liens and security interests. Principal further agrees that the filing of any petition for relief under the Code which postpones, prevents, delays or otherwise hinders Lender's efforts to collect the amounts due under the Note or to liquidate any of the collateral therefor shall be deemed to have been filed in bad faith and, therefore, shall be subject to prompt dismissal or conversion to a liquidation case under the Code upon motion therefor by Lender. Further, Principal agrees that it will not seek, apply for or cause the entry of any order enjoining, staying, or otherwise prohibiting or interfering with Lender's obtaining an order granting relief from the automatic stay and enforcement of any rights which Lender may have under the Loan Documents, including, but not

limited to, Lender's right to possession of the Property, collection of rents and/or the commencement or continuation of an action to foreclose Lender's liens and security interests under the Loan Documents.

17. INTENTIONALLY DELETED.

18. FURTHER ASSURANCES. The parties hereto agree to do any act or execute any additional documents required by Lender, from time to time, to correct errors in the documenting of the Transfer and the Assumption, to effectuate the purposes of this Agreement or to better assure, convey, assign, transfer, perfect or confirm unto Lender the property and rights intended to be given it in the Loan Documents and the New Loan Documents.

19. LIABILITY. If any party hereto consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns forever.

20. SEVERABILITY. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such term, covenant or condition and the validity or enforceability of the remaining terms, covenants or conditions shall not in any way be affected.

21. APPLICABLE LAW; JURISDICTION. This Agreement shall be governed and construed in accordance with the laws of the state of Alabama. The parties hereto submit to personal jurisdiction in the state courts located in said state and the federal courts of the United States of America located in said state for the enforcement of any obligations hereunder and waive any and all personal rights under the law of any other state to object to jurisdiction within such state for the purposes of any action, suit, proceeding or litigation to enforce such obligations.

22. NO RESTRICTIONS ON PERFORMANCE. The execution and delivery of this Agreement and compliance with the provisions hereof, will not conflict with, or constitute a breach of or a default under any agreement or other instrument to which any party hereto is a party or by which it is bound.

23. DEFINITIONS. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Agreement (including pronouns) shall include the corresponding masculine, feminine or neuter forms, and the singular form of such words shall include the plural and vice versa. The words "included", "includes" and "including" shall each be deemed to be followed by the phrase, "without limitation." The words "herein", "hereby", "hereof", and "hereunder" shall each be deemed to refer to this entire Agreement and not to any particular paragraph, article or section hereof. Notwithstanding the foregoing, if any law is amended so as to broaden the meaning of any term defined in it, such broader meaning shall apply subsequent to the effective date of such amendment. Where a defined term derives its meaning from a statutory reference, any regulatory definition is broader than the statutory reference and any reference or citation to a statute or regulation shall be deemed to include any amendments to that statute or regulation and judicial and administrative interpretations of it.

24. SECURITIES ACT OF 1933. Neither Seller nor Buyer nor any agent acting for any of them has offered the Note or any similar obligation for sale to or solicited any offers to buy the Note or any similar obligation from any person or party other than Lender, and neither Seller nor Buyer nor any agent acting for any of them will take any action which would subject the sale of the Note to the provisions of Section 5 of the Securities Act of 1933, as amended.

25. **COMPLIANCE WITH ERISA.** As of the date of this Agreement, neither Seller, Buyer nor Principal maintains any employee benefit plan which require compliance with ERISA. If at any time Seller, Buyer or Principal shall institute any employee benefit plans, they shall at all times comply with the requirements of ERISA.

26. **SOLE DISCRETION OF LENDER.** Wherever pursuant to this Agreement, Lender exercises any right given to it to approve or disapprove, or any arrangement or term is to be satisfactory to Lender, Lender's decision to approve or disapprove or to decide that arrangements or terms are satisfactory or not satisfactory shall be in the sole and absolute discretion of Lender and shall be final and conclusive, except as may be otherwise expressly and specifically provided herein.

27. **HEADINGS, ETC.** The headings and captions of various paragraphs of this Agreement are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

28. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same Agreement.

29. **INTEGRATION, SURVIVAL.** This Agreement, any New Loan Documents, and the Loan Documents embody the entire agreement by and between the parties hereto with respect to the Loan, and any and all prior correspondence, discussions or negotiations are deemed merged therein. Except as otherwise specifically provided herein, all obligations of any party contained in this Agreement, the New Loan Documents or the Loan Documents shall survive the Closing, and Lender hereby preserves all of its rights against all persons or entities and all collateral securing the Loan, including, without limitation, the Property.

30. **NO ORAL CHANGE.** This Agreement, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of any party hereto, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought. In addition, nothing contained in any document submitted for Lender's review, including, without limitation any organizational documents of Buyer, Principal or any of their general partners, managers/members or officers, shall modify, amend, waive, extend, change, discharge or terminate any term or provision of the Loan Documents or constitute Lender's consent to any matter in the Loan Documents requiring Lender's consent unless and until such time, if any, as an agreement specifically allowing such modification, amendment, waiver, extension, change discharge or termination or consenting to such matter has been executed in writing by Lender.

31. **NOTICES.** Except as otherwise specified herein, any notice, consent, request or other communication required or permitted hereunder shall be in writing and shall be deemed properly given if delivered in accordance with the notice requirements contained in the Loan Documents using the address for a party hereto set forth at the top of the first page of this Agreement. Any notices or other communications required or permitted under the Loan Documents shall be provided in accordance with the requirements therefor as set forth in the Loan Documents; provided, however, that from and after the date hereof the addresses of Lender and Buyer (identified as "Borrower" in the Security Instrument), shall, subject to change as provided in the Loan Documents, be as set forth at the top of the first page of this Agreement.

32. **WAIVER OF JURY TRIAL.** THE PARTIES HERETO KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THE LOAN OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE NEW LOAN DOCUMENTS, OR THE LOAN DOCUMENTS, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER'S CONSENT TO THE TRANSFER AND THE ASSUMPTION.

33. **INSURANCE.** At all times Buyer shall comply with all terms of the Loan Documents, including without limitation, the insurance requirements of the Security Instrument. Although the Lender may accept certain evidence of insurance for purposes of closing this Transfer and Assumption, Lender or its servicer may at any time and from time to time request additional insurance information from Buyer to ensure or monitor Buyer's compliance with the insurance provisions of the Security Instrument and may request that Buyer provide such coverages as Lender or its servicer may require consistent with the terms of the Security Instrument. By entering into this Agreement, Lender specifically does not waive or modify any of the insurance requirements under the Security Instrument nor any of the remedies provided therein for failure to secure such required insurance coverage.

34. **IMPOUND ACCOUNTS.** Seller hereby assigns to the Buyer, its successors and assigns, all of its rights, title and interest in and to the reserve accounts, impound accounts and/or escrow deposits which have been established with Lender for the payment of taxes, assessments, repairs and replacements, production of financial reports, tenant rollover, tenant improvements and insurance, and the Lender and Midland Loan Services, Inc., are hereby released from any further responsibility to the Seller in connection with such accounts.

35. **COMPLIANCE WITH ANTI-TERRORISM ORDERS.**

- (a) Buyer will not permit the transfer of any interest in Buyer to any person or entity who is listed on the Lists or whose beneficial owners are listed on the specially Designated Nationals and Blocked Persons List (the "List") maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (September 25, 2001) (the "Order") and/or any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Executive Orders (such lists are collectively referred to as the "Lists").
- (b) Buyer will not knowingly enter into a Lease with any party who is either (i) listed on the Lists or (ii) engaged in illegal activities.
- (c) Buyer shall immediately notify Lender if it becomes known to Buyer that any member or beneficial owner of Buyer is listed on the Lists or (i) is indicted of, or (ii) arraigned and held over on charges involving money laundering or predicate crimes to money laundering.
- (d) Buyer shall immediately notify Lender if it becomes known to Buyer that any tenant at the Property is listed on the Lists or (i) is convicted on, (ii) pleads nolo contendere to, (iii) is indicted on or (iv) is arraigned and held over on charges involving money laundering or predicate crimes to money laundering.

36. AMENDMENTS TO THE ESCROW AGREEMENT.

- (a) Section 2.2(a) of the Escrow Agreement is hereby amended to delete from the second line thereof "\$0.00" and insert in lieu thereof "\$50,250.00".
- (b) The parties hereto acknowledge and agree that immediately prior to the date hereof there was an amount of \$0.00 on deposit with Lender in the Immediate Repair Funds (as defined in the Escrow Agreement). Concurrently with the execution and delivery of this Agreement, Buyer has deposited with Lender cash in the sum of \$50,250.00, which amount constitutes Immediate Repair Funds.
- (c) Schedule 1 attached to the Escrow Agreement is hereby deleted in its entirety and Schedule 1 attached to this Agreement is hereby inserted in lieu thereof. From and after the date hereof, all references in the Escrow Agreement and all other Loan Documents to Schedule 1 of the Escrow Agreement, shall be deemed to mean and refer to the revised Schedule 1 as set forth in Schedule 1 attached hereto. Buyer, by its signature below, acknowledges and agrees to complete the Immediate Repairs set forth on Schedule 1 attached hereto and incorporated herein by its reference on or prior to the completion date set forth on Schedule 1.
- (d) The parties hereto acknowledge and agree that immediately prior to the date hereof there was an amount of \$0.00 on deposit with Lender in the On-going Replacement Reserve (as defined in the Escrow Agreement).
- (e) Section 2.1(a) of the Escrow Agreement is hereby amended to delete "\$0.00" from the 3rd line of that subsection and insert "\$8,864.00" in lieu thereof.

37. AMENDMENTS TO THE SECURITY INSTRUMENT. The Security Instrument is hereby modified and amended as follows:

- (a) Section 8.2(b)(v) of the Security Instrument is hereby modified and amended to replace the words "the date of this Security Instrument" with the words: "December 19, 2008"
- (b) Section 8.3(a)(iv) of the Security Instrument is hereby deleted and replaced with the following:

"(iv) a transfer in the aggregate which does not result in more than forty nine percent (49%) of the direct or indirect ownership interest in the Borrower being sold, conveyed, mortgaged, granted, bargained, encumbered, pledged, assigned or transferred to persons not having an ownership interest in the Borrower as of December 19, 2008; provided, that all of the following conditions have been satisfied:

(1) SPE Principal (as defined in Section 8.3(b), below) continues to be the sole general partner of Borrower;

(2) The REIT GP (as defined in Section 8.3(b), below) continues to be the sole member of SPE Principal;

(3) Guarantors (as defined in Section 8.3(b), below) collectively maintain at least a 51 % direct or indirect ownership interest in the Borrower;

(4) The management and operation of the Property remains unchanged as a result of such transfer;

(5) There is no change in Control (as defined in Section 8.3(b), below) in any of Borrower, SPE Principal, REIT GP or Guarantor;

(6) At least two of Jay I. Anderson, Michael Boxer, Peter A. Cohen and Jeffrey J. Feil are the individuals responsible for the direction of the management and policies of Borrower, SPE Principal, REIT GP and Guarantor; and

(7) Following such transfer, Borrower shall continue to satisfy all the representations, warranties and covenants set forth in this Security Instrument."

(c) Section 8.3(a)(1) of the Security Instrument is hereby deleted.

(d) Section 8.3(b) is hereby deleted and the following is inserted in lieu thereof:

"For so long as RCG LV Riverside Parc, L.P. a Delaware limited partnership, is the Borrower hereunder, Transfers of direct or indirect interests in the Borrower to an entity directly or indirectly Controlled by RCG RE Manager, LLC, a Delaware limited liability company ("RCG Manager") or FEIL Organization, LLC, a Louisiana limited liability company ("FEIL") shall be permitted ("RCG Transfer") without Lender consent provided all of the following conditions are satisfied (collectively, the "RCG Transfer Conditions"):

(A) RCG LV Riverside Parc, Holdings LLC, a Delaware limited liability company ("SPE Principal") continues to be the sole general partner of Borrower;

(B) RCG Longview Equity REIT GP, LLC, Delaware limited liability company (the "REIT GP"), continues to be the sole member of SPE Principal;

(C) Ramius, LLC ("Ramius") continues to Control RCG Manager;

(D) RCG Longview Equity Fund, L.P. ("RCG Guarantor") and RCG Longview Equity Fund PA PSERS, LP ("PSERS Guarantor"; and RCG Guarantor and PSERS Guarantor are hereinafter referred to collectively as "Guarantor") collectively maintain at least a 51 % direct or indirect ownership interest in the Borrower;

(E) The management and operation of the Property remains unchanged as a result of such RCG Transfer;

(F) There is no change in Control in any of Borrower, SPE Principal, Guarantor, REIT GP, RCG Manager, Ramius and FEIL Organization, LLC;

(G) At least two of Jay I. Anderson, Michael Boxer, Peter A. Cohen and Jeffrey J. Feil continue to direct or cause the direction of the management and policies of Borrower, SPE Principal, REIT GP and Guarantor ;

(H) Following each RCG Transfer, Borrower shall continue to satisfy all the representations, warranties and covenants set forth in this Security Instrument;

(I) Payment of the 1% assumption fee required pursuant to Section 8.3(c) of the Security Instrument;

(J) Borrower shall deliver to Lender at least 30 days prior to each RCG Transfer written notice of such RCG Transfer, describing the RCG Transfer and certifying that all the RCG Transfer Conditions have been or will be satisfied prior to such RCG Transfer and enclosing a detailed ownership chart reflecting the post RCG Transfer direct and indirect ownership structure of Borrower;

(K) Payment to Lender of all of Lender's reasonable costs and expenses, including without limitation, attorneys fees .

For purposes hereof, the term "**Control**" means the (i) the ownership, directly or indirectly, of at least 51% of the equity interests in, and the right to at least 51% of the distributions from, the named entity, and (ii) the possession, directly or indirectly, of the power to direct the management and policies of the named entity, whether through the ownership of voting securities or other beneficial interest, the ability to exercise voting power, by contract or otherwise. ("**Controlling**" and "**Controlled**" have the meanings correlative thereto)".

- (e) Exhibit A. Exhibit A to the Security Instrument is hereby amended and modified as set forth in **Exhibit A**, attached hereto and incorporated herein by its reference, and **Exhibit A** hereto is hereby substituted for and as Exhibit A to the Security Instrument. From and after the date hereof, all references in the Loan Documents to Exhibit A to the Security Instrument, and words or phrases of similar import, shall be deemed to mean and refer to the revised Exhibit A as set forth in **Exhibit A** attached hereto.

38. NET WORTH OF RCG GUARANTOR. If the tangible net worth (as determined in accordance with GAAP but excluding equity in the Property) of RCG Guarantor (or any person or entity becoming a guarantor / indemnitor pursuant to this Section 38) ever falls below \$25,000,000.00, then in such case, Buyer shall, within 15 days of demand by Lender, cause the New Guaranty and the New Environmental Indemnity to be assumed in its entirety, jointly and severally, with Principal by a person or entity having a substantial ownership interest in Buyer and otherwise acceptable to Lender in its good faith business judgment, which person or entity must have a minimum tangible net worth of \$25,000,000.00 as determined in accordance with GAAP but excluding equity in the Property. Failure to comply with this Section 38 shall constitute an Event of Default under the Loan Documents.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day, month and year first above written.

SELLER:

CMS/RIVERSIDE PARC, L.P., a Delaware limited partnership

By: ERI Riverside Parc II, Inc., an Alabama corporation, its General Partner

By: 

Jack Fiorella, III, President

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, Peggy S. McDaniel, the undersigned, a Notary Public in and for said County in said State, hereby certify that JACK FIORELLA, III, whose name as President of ERI Riverside Parc II, Inc., an Alabama corporation, the General Partner of CMS/RIVERSIDE PARC, L.P., a Delaware limited partnership, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer of such corporation in its capacity as general partner, and with full authority, executed the same voluntarily for and as the act of said limited partnership.

Given under my hand this the 16 day of December, 2008.

[NOTARIAL SEAL]

Peggy S. McDaniel
Notary Public
My commission expires: 3/26/2009

[signatures continue on next page]

20081219000471870 20/26 \$91.00
Shelby Cnty Judge of Probate, AL
12/19/2008 04:16:25PM FILED/CERT

ORIGINAL PRINCIPAL:

By:

JACK FIORELLA III, an individual

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, Reggy S. McDaniel, the undersigned, a Notary Public in and for said County and State, hereby certify that JACK FIORELLA, III, whose name is signed to the foregoing instrument, and who is known to me, personally appeared and acknowledged before me this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand this the 16 day of December, 2008.

[NOTARIAL SEAL]

Reggy S. McDaniel
Notary Public
My commission expires: 3/26/2009

[signatures continue on next page]

20081219000471870 21/26 \$91.00
Shelby Cnty Judge of Probate, AL
12/19/2008 04:16:25PM FILED/CERT

BUYER:

RCG LV RIVERSIDE PARC, L.P., a
Delaware limited partnership

By: RCG LV Riverside Parc Holdings,
LLC, a Delaware limited liability
company, its General Partner

By: RCG Longview Equity REIT GP,
LLC, a Delaware limited liability
company, its Member

By: [Signature]
Name: Jay I. Anderson
Title: Authorized Signatory
(SEAL)

STATE OF NY)
COUNTY OF NY)

I, Donna M. Vocaturo, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jay Anderson, whose name as member of RGC LONGVIEW EQUITY REIT GP, LLC, a Delaware limited liability company, the Member of RCG LV RIVERSIDE PARC HOLDINGS, LLC, a Delaware limited liability company, the General Partner of RCG LV RIVERSIDE PARC, L.P., a Delaware limited partnership, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, 4, as such officer of such limited liability company in its capacity as general partner, and with full authority, executed the same voluntarily for and as the act of said limited partnership.

Given under my hand this the 16th day of December, 2008.

[NOTARIAL SEAL]

[Signature]
Notary Public
My commission expires: 9/20/2009

[signatures continue on next page]

DONNA MARIE VOCATURO
Notary Public, State of New York
No. 01100000000000000000
Qualified in New York County
Certificate Filed in New York County
Commission Expires September 20, 09

20081219000471870 22/26 \$91.00
Shelby Cnty Judge of Probate, AL
12/19/2008 04:16:25PM FILED/CERT

PRINCIPAL:

RCG LONGVIEW EQUITY FUND, L.P., a
Delaware limited partnership

By: RCG Longview Equity Partners, LLC,
a Delaware limited liability company,
its General Partner

By: [Signature]
Name: Jay Anderson
Title: Authorized Signatory
(SBAL)

STATE OF NY)
COUNTY OF NY)ss.

I, Dona M. Vocaturo the undersigned, a Notary Public in and for said County in said State, hereby certify that Jay Anderson, whose name as member of RGC LONGVIEW EQUITY REIT PARTNERS, LLC, a Delaware limited liability company, the General Partner of RCG LONGVIEW EQUITY FUND, L.P., a Delaware limited partnership, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, ↓, as such officer of such limited liability company in its capacity as general partner, and with full authority, executed the same voluntarily for and as the act of said limited partnership.

Given under my hand this the 16 day of December, 2008.

[NOTARIAL SEAL]

[Signature]
Notary Public
My commission expires: 9/20/2009

[signatures continue on next page]

DOMINIC M. VOCATURO
Notary Public, State of New York
Commission Expires September 20, 2009

20081219000471870 23/26 \$91.00
Shelby Cnty Judge of Probate, AL
12/19/2008 04:16:25PM FILED/CERT

PRINCIPAL:

**RCG LONGVIEW EQUITY FUND PA
PSERS, L.P.**, a Delaware limited partnership

By: RCG Longview Equity Partners PA
PSERS, LLC, a Delaware limited
liability company, its General Partner

By: [Signature]
Name: Jay Anderson
Title: Authorized Signatory
(SEAL)

STATE OF ny)
COUNTY OF ny) ss.

I, Donna M. Vocatura, the undersigned, a Notary Public in and for said County and State, hereby certify that Jay Anderson, whose name as member of RCG LONGVIEW EQUITY PARTNERS PA PSERS, LLC, the General Partner of RCG LONGVIEW EQUITY FUND PA PSERS, L.P., a Delaware limited partnership, is signed to the foregoing instrument, and who is known to me, personally appeared and acknowledged before me this day that, being informed of the contents of said instrument, as such officer of such limited liability company in its capacity as General Partner, and with full authority executed the same voluntarily for and as the act of said limited partnership.

Given under my hand this the 16 day of December, 2008.

[NOTARIAL SEAL]

Donna Marie Vocatura
Notary Public
My commission expires: 9/20/2009

[signatures continue on next page]


DONNA MARIE VOCATURA
— Notary Public in New York
State
Qualified in New York County
Certificate Filed in New York County
Commission Expires September 20, 09

20081219000471870 24/26 \$91.00
Shelby Cnty Judge of Probate, AL
12/19/2008 04:16:25PM FILED/CERT

LENDER:

WELLS FARGO BANK, N.A., as Trustee
under that certain Pooling and Servicing
Agreement dated November 29, 2005, for the
Registered Holders of J.P. Morgan Chase
Commercial Mortgage Securities Corp.,
Commercial Mortgage Pass-Through
Certificates, Series 2005-CIBC13

By: Midland Loan Services, Inc., a Delaware
corporation, its Attorney-in-Fact

By: 
Name: Bradley J. Hauger
Title: Senior Vice President


(CORPORATE SEAL)

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

I, Matthew B. Braman, the undersigned, a Notary Public in and for said County in said State, hereby certify that Bradley J. Hauger, whose name as Senior Vice President of Midland Loan Services, Inc., a Delaware corporation, attorney-in-fact for WELLS FARGO BANK, N.A., as Trustee for the Registered Holders of J.P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2005-CIBC13, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer of such corporation in its capacity as Senior Vice President and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand this the 16 day of December, 2008.

[NOTARIAL SEAL]


Notary Public
My commission expires: 05/28/2011

MATTHEW B. BRAMAN
NOTARY PUBLIC - State of Kansas
My Appt. Exp. 05/28/2011

20081219000471870 25/26 \$91.00
Shelby Cnty Judge of Probate:AL
12/19/2008 04:16:25PM FILED/CERT

EXHIBIT "A"

All that certain land situated in the County of Jefferson, Alabama and County of Shelby, Alabama, and being more particularly described as follows:

PHASE I:

PARCEL I:

Lot 15, Cahaba Park South, 1st Addition as recorded in Map Book 153, page 49, in the Probate Office of Jefferson County, Alabama; being situated in Jefferson County, Alabama.

PARCEL II:

Lot B, Cahaba Park South, 1st Addition, Resurvey No. 1 as recorded in Map Book 159, page 15, in the Probate Office of Jefferson County, Alabama, being situated in Jefferson County, Alabama.

PARCEL III: (Signage Easement)

A non-exclusive easement to construct and maintain signage on a structure not exceeding fourteen feet in height and eight feet in width on the 10' by 10' easement for signage in the Southwestern corner of Lot 13-D, as shown on Resurvey No. 2 of Cahaba Park South, recorded in Map Book 13, page 57, in the Probate Office of Shelby County, Alabama.

PHASE II:

PARCEL IV:

Lot A, Cahaba Park South, 1st Addition Resurvey No. 1 as recorded in Map Book 159, page 15, in the Probate Office of Jefferson County, Alabama.

OTHER INTERESTS:

PARCEL V:

The beneficial interest that constitutes an interest in real property as set forth in that certain Agreement dated August 7, 1985, by and among Investment Southeastern, Ltd., Kovach-Eddleman Properties, and 280 Associates, Ltd., as recorded in Real 2748, Page 377, in the Probate Office of Jefferson County, Alabama, and as further recorded in Real 38, Page 71 in the Probate Office of Shelby County, Alabama.

PARCEL VI:

The beneficial interest that constitutes an interest in real property as set forth in that certain Reciprocal Easement Agreement dated August 7, 1985, by and among Investment Southeastern, Ltd., Kovach-Eddleman Properties, and 280 Associates, Ltd., as recorded in Real 2748, Page 384, in the Probate Office of Jefferson County, Alabama, and as further recorded in Real 38, Page 59, in the Probate Office of Shelby County, Alabama.



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Shelby Cnty Judge of Probate, AL
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SCHEDULE 1

IMMEDIATE REPAIRS

<u>Repairs</u>	<u>Completion date</u>
1. Mold abatement required in Unit 123	March 18, 2009
2. Mold abatement required in Unite 1212	March 18, 2009
3. Dampness issues in crawl spaces	March 18, 2009
4. Inspect fire extinguishers	March 18, 2009

All such Immediate Repairs are described more fully in that certain Limited Property Condition Review dated October 20, 2008, prepared by Nova Consulting Group, Inc.

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Fee - \$80.00

Total of Fees and Taxes-\$80.00
LYNN