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Chicago, Illinois 60601


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ASSUMPTION, RATIFICATION AND MODIFICATION AGREEMENT

Dated September 22, 2015

By and Among

RUSHMORE LEE BRANCH, LLC
Continuing Borrower

RUSHMORE LEE BRANCH SIDECAR, LLC
New Borrower

MARC REINISCH
Continuing Guarantor

And

PFP III SUB I, LLC
Lender

ASSUMPTION, RATIFICATION AND MODIFICATION AGREEMENT

THIS ASSUMPTION, RATIFICATION AND MODIFICATION AGREEMENT (“**Agreement**”) is made as of the 22nd day of September, 2015 (“**Effective Date**”), by and among **RUSHMORE LEE BRANCH SIDECAR, LLC**, an Illinois limited liability company, whose address is 212 West Kinzie Street, 6th Floor, Chicago, Illinois 60654 (“**New Borrower**”), **RUSHMORE LEE BRANCH, LLC**, an Illinois limited liability company, whose address is 212 West Kinzie Street, 6th Floor, Chicago, Illinois 60654 (“**Continuing Borrower**”); **MARC REINISCH**, whose address is 212 West Kinzie Street, 6th Floor, Chicago, Illinois 60654 (“**Continuing Guarantor**”); and **PFP III SUB I, LLC**, a Delaware limited liability company, whose address is c/o Prime Finance Partners, 233 North Michigan Avenue, Suite 1915, Chicago, Illinois 60601 (“**Lender**”).

RECITALS:

A. Continuing Borrower borrowed from PFP HOLDING COMPANY III, LLC, a Delaware limited liability company (“**Original Lender**”), the principal sum of \$13,750,000 (the “**Loan**”) for the financing of certain property known as the Village at Lee Branch located in Birmingham, Alabama, legally described on **Exhibit A** attached hereto and by this reference made a part hereof (such real estate, together with all improvements thereon and personal property associated therewith, is hereinafter collectively called the “**Property**”). Lender is the current owner and holder of all right, title and interest in the Loan and the Loan Documents (as hereinafter defined).

B. As security for the Loan, Continuing Borrower executed and delivered that certain Mortgage, Assignment of Leases and Rents and Security Agreement, dated September 11, 2012, and recorded in the Probate Office of Shelby County, AL, on September 25, 2012, as Instrument No. 20120925000364850 (“**Security Instrument**”), that certain Assignment of Leases and Rents, dated September 11, 2012, and recorded in the Probate Office of Shelby County, AL, on September 25, 2012, as Instrument No. 20120925000364860 (“**Assignment of Leases**”), that certain Promissory Note dated September 11, 2012, evidencing the Loan (“**Note**”), that certain Loan Agreement executed in connection with the Loan (“**Loan Agreement**”), that certain Guaranty of Recourse Obligations executed by Continuing Guarantor (“**Guaranty**”), that certain Clearing Account Agreement dated September 11, 2012 (“**Clearing Account Agreement**”), that certain Deposit Account Agreement dated September 11, 2012 (“**Deposit Account Agreement**”), that certain Assignment of Agreements dated September 11, 2012 (“**Assignments of Agreements**”), that certain Consent and Subordination of Management Agreement dated September 11, 2012 (“**Consent and Subordination Agreement**”), that certain Interest Rate Cap Assignment and Security Agreement dated September 11, 2012 (“**Rate Cap Assignment**”), that certain Interest Rate Protection Agreement Acknowledgement dated September 11, 2012 (“**Rate Cap Acknowledgement**”), and all other documents and instruments evidencing and/or securing the Note which have been executed on or before the Effective Date by Continuing Borrower or others in connection with or related to the Loan, including this Agreement, any assignments of leases and rents, other assignments, security agreements, financing statements, guaranties, indemnity agreements, cash management agreements, letters of credit, escrow agreements or escrow/holdback arrangements, together with all amendments, modifications, substitutions or replacements thereof, are sometimes herein collectively referred to as the “**Loan Documents**.”



The Loan Documents are hereby incorporated by this reference as if fully set forth in this Agreement.

C. Lender is the current holder of the Loan and the Loan Documents.

D. Continuing Borrower desires to transfer an undivided interest in and to the Property to New Borrower, and has requested that Lender consent to such transfer and permit New Borrower to assume the Loan. Subject to the terms and conditions of this Agreement, Lender is willing to consent to the transfer, the assumption of the Loan by New Borrower.

AGREEMENT:

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assumption.

(a) New Borrower hereby (i) assumes and agrees to pay the unpaid balance due and owing under the Loan Documents, together with interest thereon, all in accordance with the terms of the Loan Documents, and (ii) agrees to perform all of the other obligations of Continuing Borrower under the Note, Security Instrument, Loan Agreement and other Loan Documents and be bound by, comply with and perform each and every other covenant, condition, agreement, representation, warranty, waiver, consent, acknowledgment and obligation of Continuing Borrower under the Loan Documents with the same force and effect as if New Borrower itself had executed and delivered each and every Loan Document. New Borrower shall henceforth be deemed to be a "Mortgagor," "Assignor," "Grantor," "Indemnitor" and/or "Borrower" as applicable under each of the Loan Documents. Without limiting the generality of the foregoing, New Borrower's assumption includes the assumption of all obligations, liabilities, and waivers of Continuing Borrower set forth in the Note and Loan Agreement, including, without limitation, the liabilities of Continuing Borrower under Section 10.1 of the Loan Agreement. The foregoing assumption by New Borrower is absolute and unconditional.

(b) Continuing Borrower hereby reaffirms and ratifies all of the obligations of Continuing Borrower under the Note, Security Instrument, Loan Agreement, and other Loan Documents, and to continue to be bound by, comply with and perform each and every covenant, condition, agreement, representation, warranty, waiver, consent, acknowledgment and obligation of Continuing Borrower under the Loan Documents. The foregoing reaffirmation and ratification by Continuing Borrower is absolute and unconditional.

(c) Continuing Guarantor hereby reaffirms and ratifies all of the obligations of Continuing Guarantor under the Guaranty, and to continue to be bound by, comply with and perform each and every covenant, condition, agreement, representation, warranty, waiver, consent, acknowledgment and obligation of Continuing Guarantor under the Guaranty. The foregoing reaffirmation and ratification by Continuing Guarantor is absolute and unconditional.

2. Consent. Effective upon the satisfaction of all the terms and conditions set forth in this Agreement, Lender consents to: (a) the conveyance by Continuing Borrower to New

Borrower of an undivided interest in and to the Property; (b) the assumption by New Borrower of Continuing Borrower's obligations and liabilities under the Loan Documents upon the terms and conditions set forth herein; and (d) the continuance of Continuing Borrower's and Continuing Guarantor's obligations and liabilities under the Loan Documents, all upon the terms and conditions set forth herein.

3. Intentionally Omitted.
4. Intentionally Omitted.
5. Ratification, Estoppel and Release.

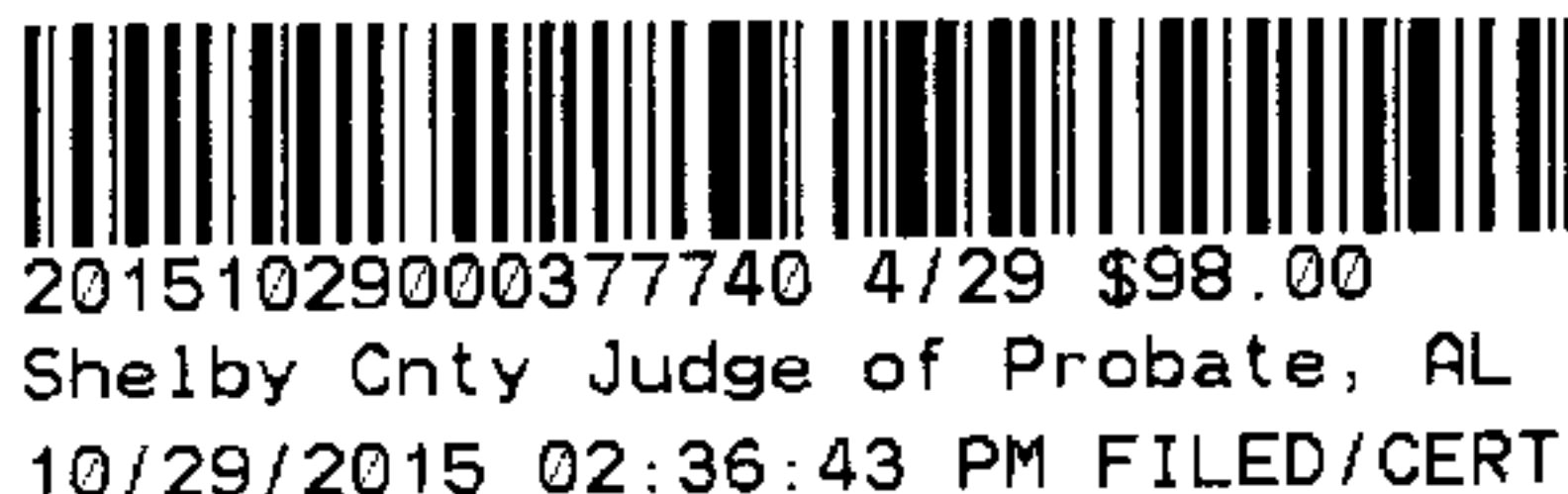
(a) New Borrower hereby ratifies and reaffirms (i) each grant, pledge, assignment and conveyance to Lender of, and New Borrower grants, pledges, assigns and conveys to Lender a lien on, pledge of, and security interest in, the Property pursuant to the terms of the Security Instrument, including all rights, interests and property hereafter acquired, and all products and proceeds thereof and additions and accessions thereto, and (ii) that as of the Effective Date, all of the terms, representations, warranties, covenants and provisions of the Loan Documents remain in full force and effect, without modification, except as necessary to implement the terms and provisions of this Agreement.

(b) Continuing Borrower ratifies and reaffirms that as of the Effective Date, all of the terms, representations, warranties, covenants and provisions of the Loan Documents remain in full force and effect, and are true and correct with respect to Continuing Borrower, without modification, except as necessary to implement the terms and provisions of this Agreement.

(c) Continuing Guarantor hereby ratifies and reaffirms that as of the Effective Date, all of the terms, representations, warranties, covenants and provisions of the Guaranty remain in full force and effect, and are true and correct with respect to Continuing Guarantor as "Guarantor" thereunder, without modification, except as necessary to implement the terms and provisions hereof.

(d) Lender, Continuing Borrower, Continuing Guarantor, and New Borrower acknowledge that as of the Effective Date that the outstanding principal amount of \$12,377,000 was justly owing on account of the Note and interest has been paid through July 9, 2015.

(e) Continuing Borrower hereby assigns to New Borrower an undivided interest in Continuing Borrower's right, title and interest in and to any escrow and/or reserve funds or accounts held by Lender. New Borrower hereby ratifies and confirms its obligations to continue to deposit the required deposits into such escrow and/or reserve funds or accounts as required under the Loan Documents. The parties hereto hereby acknowledge and confirm that the balance of each of the escrow and/or reserve accounts held by Lender as of July 9, 2015 was as follows:



Required Repairs Subaccount:	\$0.96
Tax and Insurance Subaccount:	\$360,640.52
Capital Reserve Subaccount:	\$0.00
Rollover Reserve Subaccount:	\$264,729.36
Accretive Leasing Advance Subaccount:	\$327,677.23

(f) Continuing Borrower, Continuing Guarantor, and New Borrower each hereby remises, releases and forever discharges Lender and all of Lender's officers, directors, agents, loan servicing agents, special servicing agents, employees, attorneys, subsidiaries, affiliates, successors, assigns and any other person or entity acting for or on behalf of Lender (collectively, the "**Released Lender Parties**"), of and from any and all actions, causes of action, damages, demands, costs, expenses, claims, indebtedness, liabilities and obligations, and further waives any and all defenses and setoffs, whether such claims, defenses and setoffs are known or unknown, disclosed or undisclosed, whether in law or in equity, and relating, in any manner whatsoever, to this Agreement, the Loan, the Note or any of the other Loan Documents or the Property in connection with any matter arising prior to the Effective Date. Continuing Borrower, Continuing Guarantor, and New Borrower each acknowledge that, subsequent to the execution of this Agreement, it may discover claims that are unknown or unanticipated at the time this Agreement was executed, including unknown or unanticipated claims that arose from, are based upon, or relate to, matters for which the release is given the Released Lender Parties in this subparagraph, and that, if known on the date it executed this Agreement, may have materially affected its decision to execute this Agreement. Continuing Borrower, Continuing Guarantor, and New Borrower each acknowledges that it is assuming the risk of such unknown or unanticipated claims and agrees that this Agreement applies thereto. Continuing Borrower, Continuing Guarantor, and New Borrower each expressly waives the benefits of any applicable statutory provision prohibiting, conditioning or restricting the release of unknown or future claims or any of the claims being released pursuant to this Agreement.

(g) Intentionally Omitted.

(h) Continuing Borrower, Continuing Guarantor, and New Borrower acknowledge and agree that all waivers, discharges and releases herein contained are a material inducement for Lender entering into this Agreement, and constitute an essential part of the consideration bargained for and received by Lender under this Agreement.

(i) Prior to the closing of the purchase of an undivided interest in the Property by New Borrower from Continuing Borrower (New Borrower and Continuing Borrower are individually, collectively, jointly and severally, "**Borrower**"), Borrower shall deliver to Lender a copy of all required operating statements and rent rolls with respect to the Property, certified in each case by Borrower as being true and correct (including, without limitation, for the period beginning on the first day of the year of this Agreement and ending on the last day of the calendar month which immediately precedes the Effective Date and for the partial calendar month ending on the Effective Date with respect to Operating Statements, and for the calendar

month of the Effective Date with respect to rent rolls), and all other financial statements and other reports that Borrower is required to deliver to Lender under and in accordance with the provisions of this Agreement and the other Loan Documents and in such form and detail as is required under the Loan Documents, in each case for all periods that precede the Effective Date and that have not been previously provided to Lender.

6. Representations and Warranties.

(a) In addition to all representations and warranties in the Loan Documents, Continuing Borrower, New Borrower, and Continuing Guarantor each represent and warrant as to themselves that (i) it has full power, authority, legal right and capacity to execute, deliver and perform their respective obligations under this Agreement and the other Loan Documents; and (ii) the Loan Documents, including, without limitation, this Agreement, constitute valid, enforceable and binding obligations of such party.

(b) Continuing Borrower and New Borrower represent and warrant as to themselves that it (i) is duly organized, validly existing and in good standing under the laws of its state of organization; and (ii) is duly qualified to transact business and is in good standing in the State where the Property is located.

(c) New Borrower further represents and warrants that any funds used by New Borrower for its acquisition of an undivided interest in the Property have been contributed as capital contributions and are not secured directly or indirectly by an interest in New Borrower or any other collateral that has been assigned to Lender under the Loan.

(d) Continuing Borrower and Continuing Guarantor hereby represent and warrant to Lender, and New Borrower that, as of the Effective Date, no Default, Event of Default or default (as any of such terms may be defined in any of the Loan Documents), nor any event which, with the passage of time or the giving of notice (or both) would constitute a Default, Event of Default or default has occurred under any of the Loan Documents.

(e) Continuing Borrower, Continuing Guarantor, and New Borrower, respectively, further represent and warrant that, as of the Effective Date, there are no counterclaims, defenses or offsets of any nature whatsoever to any of Continuing Borrower, Continuing Guarantor, and New Borrower respective obligations under the Loan Documents.

(f) Intentionally Omitted.

7. Modification of Loan Documents. The Loan Documents are hereby modified in the following manner:

(a) Security Instrument.

(i) Borrower's name in the Security Instrument is hereby revised to the following: "**RUSHMORE LEE BRANCH, LLC**, an Illinois limited liability company, whose address is 212 West Kinzie Street, 6th Floor, Chicago, Illinois 60654 ("**Rushmore Lee Branch**") and Rushmore Lee Branch Sidecar, LLC, whose address is 212 West Kinzie Street, 6th Floor, Chicago, Illinois 60654 ("**Rushmore Sidecar**")", as tenants in common (Rushmore Lee Branch and Rushmore Sidecar are individually, collectively, jointly and severally, together with their respective successors and permitted assigns, "**Mortgagor**")."

(ii) The following language shall be added as a new subsection (j) within the definition of Mortgaged Property in the Security Instrument:

"(j) (i) all of Borrower's right, title, and interest, as a Tenant in Common, in the Tenant in Common Agreement (as defined in the Loan Agreement) and all management agreements, and related agreements and documents, and all general intangibles and other rights arising from or in connection with all such agreements (including any rights of first refusal, options to purchase or similar rights, and any right of first refusal arising under the Bankruptcy Code), and all products and proceeds thereof and additions thereto; and (ii) all tenant in common ownership interests."

(b) Note. Borrower's name in the Note is hereby revised to the following: "**RUSHMORE LEE BRANCH, LLC**, an Illinois limited liability company, whose address is 212 West Kinzie Street, 6th Floor, Chicago, Illinois 60654 ("**Rushmore Lee Branch**") and Rushmore Lee Branch Sidecar, LLC, whose address is 212 West Kinzie Street, 6th Floor, Chicago, Illinois 60654 ("**Rushmore Sidecar**")", as tenants in common (Rushmore Lee Branch and Rushmore Sidecar are individually, collectively, jointly and severally, together with their respective successors and permitted assigns, "**Maker**")."

(c) Assignment of Leases.

(i) Borrower's name in the Assignment of Leases is hereby revised to the following: "**RUSHMORE LEE BRANCH, LLC**, an Illinois limited liability company, whose address is 212 West Kinzie Street, 6th Floor, Chicago, Illinois 60654 ("**Rushmore Lee Branch**") and Rushmore Lee Branch Sidecar, LLC, whose address is 212 West Kinzie Street, 6th Floor, Chicago, Illinois 60654 ("**Rushmore Sidecar**")", as tenants in common (Rushmore Lee Branch and Rushmore Sidecar are individually, collectively, jointly and severally, together with their respective successors and permitted assigns, "**Assignor**")."

(ii) The following language shall be added as a new subsection (f) to Section 12 of the Assignment of Leases:

"(f) If Assignor consists of more than one person or party, the obligations and liabilities of each such person or party shall be joint and several with the other Assignors".

(d) Clearing Account Agreement. Borrower's name in the Clearing Account Agreement is hereby revised to the following: "**RUSHMORE LEE BRANCH, LLC**, an Illinois limited liability company, whose address is 212 West Kinzie Street, 6th Floor, Chicago, Illinois 60654 ("**Rushmore Lee Branch**") and Rushmore Lee Branch Sidecar, LLC, whose address is 212 West Kinzie Street, 6th Floor, Chicago, Illinois 60654 ("**Rushmore Sidecar**")", as tenants in

common (Rushmore Lee Branch and Rushmore Sidecar are individually, collectively, jointly and severally, together with their respective successors and permitted assigns, "**Borrower**")."

(e) Deposit Account Agreement.

(i) Borrower's name in the Deposit Account Agreement is hereby revised to the following: "**RUSHMORE LEE BRANCH, LLC**, an Illinois limited liability company, whose address is 212 West Kinzie Street, 6th Floor, Chicago, Illinois 60654 ("**Rushmore Lee Branch**") and Rushmore Lee Branch Sidecar, LLC, whose address is 212 West Kinzie Street, 6th Floor, Chicago, Illinois 60654 ("**Rushmore Sidecar**")", as tenants in common (Rushmore Lee Branch and Rushmore Sidecar are individually, collectively, jointly and severally, together with their respective successors and permitted assigns, "**Borrower**")."

(ii) The following language shall be added as a new Section 15 to the Deposit Account Agreement:

"15. Joint and Several Liability. If Borrower consists of more than one person or party, the obligations and liabilities of each such person or party shall be joint and several with the other Borrowers."

(f) Assignment of Agreements.

(i) Borrower's name in the Assignment of Agreements is hereby revised to the following: "**RUSHMORE LEE BRANCH, LLC**, an Illinois limited liability company, whose address is 212 West Kinzie Street, 6th Floor, Chicago, Illinois 60654 ("**Rushmore Lee Branch**") and Rushmore Lee Branch Sidecar, LLC, whose address is 212 West Kinzie Street, 6th Floor, Chicago, Illinois 60654 ("**Rushmore Sidecar**")", as tenants in common (Rushmore Lee Branch and Rushmore Sidecar are individually, collectively, jointly and severally, together with their respective successors and permitted assigns, "**Assignor**")."

(ii) The following language shall be added as a new sentence at the end of Section 10 of the Assignment of Agreements:

"If Assignor consists of more than one person or party, the obligations and liabilities of each such person or party shall be joint and several with the other Assignors."

(g) Consent and Subordination. Borrower's name in the Consent and Subordination is hereby revised to the following: "**RUSHMORE LEE BRANCH, LLC**, an Illinois limited liability company, whose address is 212 West Kinzie Street, 6th Floor, Chicago, Illinois 60654 ("**Rushmore Lee Branch**") Rushmore Lee Branch Sidecar, LLC, whose address is 212 West Kinzie Street, 6th Floor, Chicago, Illinois 60654 ("**Rushmore Sidecar**")", as tenants in common (Rushmore Lee Branch and Rushmore Sidecar are individually, collectively, jointly and severally, together with their respective successors and permitted assigns, "**Borrower**")."

(h) Rate Cap Assignment.

(i) Borrower's name in the Rate Cap Assignment is hereby revised to the following: "**RUSHMORE LEE BRANCH, LLC**, an Illinois limited liability company, whose address is 212 West Kinzie Street, 6th Floor, Chicago, Illinois 60654 ("**Rushmore Lee Branch**") and Rushmore Lee Branch Sidecar, LLC, whose address is 212 West Kinzie Street, 6th Floor, Chicago, Illinois 60654 ("**Rushmore Sidecar**")", as tenants in common (Rushmore Lee Branch and Rushmore Sidecar are individually, collectively, jointly and severally, together with their respective successors and permitted assigns, "**Borrower**")."

(ii) The following language shall be added as a new subsection to Section 14 of the Rate Cap Assignment:

"(k) If Borrower consists of more than one person or party, the obligations and liabilities of each such person or party shall be joint and several with the other Borrowers."

(i) Guaranty. Borrower's name in the Guaranty is hereby revised to the following: "**RUSHMORE LEE BRANCH, LLC**, an Illinois limited liability company, whose address is 212 West Kinzie Street, 6th Floor, Chicago, Illinois 60654 ("**Rushmore Lee Branch**") and Rushmore Lee Branch Sidecar, LLC, whose address is 212 West Kinzie Street, 6th Floor, Chicago, Illinois 60654 ("**Rushmore Sidecar**")", as tenants in common (Rushmore Lee Branch and Rushmore Sidecar are individually, collectively, jointly and severally, together with their respective successors and permitted assigns, "**Borrower**")."

(j) Loan Agreement.

(i) Borrower's name in the Loan Agreement is hereby revised to the following: "**RUSHMORE LEE BRANCH, LLC**, an Illinois limited liability company, whose address is 212 West Kinzie Street, 6th Floor, Chicago, Illinois 60654 ("**Rushmore Lee Branch**") and Rushmore Lee Branch Sidecar, LLC, whose address is 212 West Kinzie Street, 6th Floor, Chicago, Illinois 60654 ("**Rushmore Sidecar**")", as tenants in common (Rushmore Lee Branch and Rushmore Sidecar are individually, collectively, jointly and severally, together with their respective successors and permitted assigns, "**Borrower**")."

(ii) The following definitions are hereby added to Section 1.1.2 of the Loan Agreement:

(A) "**363 Cash Collateral**: all proceeds, product, offspring, rents and profits of the Property that constitute cash collateral under Section 363 of the Code, as amended from time to time."

(B) "**Tenant in Common**: each entity or individual that: (i) has been approved by Lender in its discretion to hold a tenancy in common interest in the Property; (ii) is a Borrower; and (iii) has executed the Tenant in Common Agreement."

(C) "**Tenant in Common Agreement**: the Village at Lee Branch (Main Center) Limited Co-Ownership Agreement, which is the agreement that governs the respective rights, responsibilities

and obligations of each Tenant in Common, together with any such agreement executed hereafter, including any modification, amendment, or restatement thereof.”

(iii) The following subsections shall be added to Section 8.1 of the Loan Agreement:

“(q) the filing of (i) a partition action affecting the Property or (ii) an action by one Borrower against another Borrower, unless such action is dismissed with prejudice within thirty (30) days after it is filed and Lender is paid in full within such thirty (30) day period for all attorneys’ fees and other expenses incurred by Lender as a result of or in connection with the filing of such action;”

“(r) the failure of any Borrower to notify Lender within five (5) Business Days of its knowledge of the other Borrower(s): (i) offering its ownership interest in the Property for sale; (ii) commencing a partition proceeding; (iii) filing an action against another Borrower; or (iv) filing for bankruptcy protection; or”

“(s) any default occurs under the Tenant in Common Agreement beyond all applicable notice and cure periods expressly set forth thereunder.”

(iv) The following subsections shall be added to Section 10.1 of the Loan Agreement:

“(k) the filing by any Borrower or any of their general partners, managing members or principals of any action or proceeding to partition all or any portion of the Property or any action to compel the sale thereof; or”

“(l) Borrower’s failure to comply with (i) all applicable laws, in connection with the solicitation, sale, offering or similar action of any tenant-in-common interest (including, without limitation, securities laws) or (ii) the Tenant in Common Agreement.”

(v) The following language shall be added as a new Section 10.25 to the Loan Agreement.

“10.25 Tenant in Common Provisions”

(a) Each Borrower hereby irrevocably appoints Lee Branch Manager, LLC, an Illinois limited liability company (“Notice Agent”) as its agent to accept and acknowledge notice on behalf of each Borrower with respect to any notice provisions set forth in the Loan Documents. Lender shall also be entitled to rely solely on any notice received from Notice Agent.

(b) Each Borrower further appoints Notice Agent to act for all purposes on its behalf under this Security Instrument and all Loan

Documents. Notwithstanding anything herein to the contrary, at all times and for all purposes, Lender may notify, negotiate and agree solely with Notice Agent and Notice Agent shall have the right to bind all Borrowers hereunder.

(c) The Notice Agent shall not be changed without the prior written consent of Lender in its discretion. All actions by the Notice Agent shall be as agent of the Borrower, both jointly and severally.

(d) Each Borrower hereby waives all claims of error by reason of any service in accordance with the terms of this Section 10.25.

(e) Each Borrower hereby waives for so long as the Loan is outstanding and 367 days thereafter (i) any right of partition of the Property it may have under applicable law, and (ii) any right it may have to place a lien against the Property in connection with a claim against any other Borrower.

(f) Each Borrower agrees that (i) the Tenant in Common Agreement shall not be amended, cancelled, modified or terminated during the term of the Loan without Lender's prior written consent, (ii) the Tenant in Common Agreement is subject and subordinate to the terms of the Loan, and (iii) to the extent that there are any inconsistencies between the terms of the Loan Agreement and the terms of the Loan Documents, the terms of the Loan Documents shall prevail.

(g) Each Borrower agrees that, if following a Bankruptcy Proceeding of any other Borrower, another Borrower subsequently commences a Bankruptcy Proceeding, each Borrower shall: (i) agree that "cause" for termination of the automatic stay exists and that Lender shall be entitled to relief from the automatic stay imposed by Section 362 of the Bankruptcy Code; (ii) immediately upon the request of Lender, take all actions necessary to afford such relief to Lender including the execution and filing of such documents as Lender may deem necessary or appropriate to obtain such relief; and (iii) and hereby does waive any right it may have to file an objection to any motion to dismiss filed by Lender in connection with such Bankruptcy Proceeding.

(h) Following the commencement of a Bankruptcy Proceeding, no Borrower nor any Affiliate any Borrower shall propose or support, directly or indirectly, (i) any plan of reorganization that modifies or seeks to modify any term or provision of any Loan Document, or (ii) any use of 363 Cash Collateral without the prior consent of Lender.

(i) On each anniversary date of the date of this Agreement throughout the Term, each Borrower shall deliver to Lender a certificate acceptable to Lender stating that, as of such date: (i) the respective

Borrower has not sold its interest in the Property in violation of this Agreement; (ii) such entity is not involved in a Bankruptcy Proceeding; (iii) no members of such entity have sold any of their equity interests in such entity in violation of this Agreement; (iv) no subordinate financing has been incurred by such entity in violation of this Agreement; and (v) no lien has been placed against such entity's interests in the Property.

(j) At no time shall the number of Tenants in Common owning undivided ownership interests in any Individual Property exceed the lesser of (i) four (4) or (ii) the maximum number allowable pursuant to Revenue Procedure 2002-22, I.R.B. 2002-14, as such pronouncement may be modified from time to time by judicial, legislative or administrative rule.

(k) It is the intent of the parties hereto in making any determination under this Agreement or any other Loan Document, including, without limitation, in determining whether a breach of a representation, warranty or a covenant has occurred, (b) there has occurred a Default or Event of Default, or (c) an event has occurred which would create recourse obligations under this Agreement, that any such breach, occurrence or event with respect to any Borrower shall be deemed to be such a breach, occurrence or event with respect to all Borrowers and that all Borrowers need not have been involved with such breach, occurrence or event in order for the same to be deemed such a breach, occurrence or event with respect to every Borrower.

(l) The obligations and liabilities of any Borrower hereunder shall be the obligations of all Borrowers hereunder, individually, collectively, jointly and severally."

Agreement: (vi) The following language shall be added to Schedule 1 of the Loan

"Notice Agent" – 10.25

(vi) The following language shall be added to end of the Sections (I)(xiv), (I)(xxii), and (I)(xxv) of Schedule 5 of the Loan Agreement.

"except in accordance with the Tenant in Common Agreement approved by Lender."

(vii) Continuing Borrower's organizational chart attached as Schedule 4 of the Loan Agreement is hereby deleted in its entirety and replaced with Borrower's organizational chart attached hereto and by this reference made a part hereof as **Exhibit B**.

8. Further Documents, Etc. Continuing Borrower, Continuing Guarantor, and New Borrower hereby agree to execute and deliver to Lender, and authorize the filing and/or recording by Lender of, any and all further documents and instruments required by Lender to effectuate the transaction contemplated by this Agreement, to create, perfect and/or modify the

liens and security interests granted to Lender under the Loan Documents and/or to give effect to the terms and provisions of this Agreement, including, without limitation, appropriate UCC financing statements or amendments. Without limiting the generality of the foregoing, on or before the Effective Date, Lender shall be furnished with the following: (i) certified copies of all documents relating to the organization and formation of New Borrower, together with all appropriate original documentation evidencing New Borrower's capacity and good standing; (ii) appropriate documentation evidencing the qualification of the signers to execute this Agreement; (iii) such legal opinions as may be required by Lender; (iv) title endorsements to Lender's title insurance policy or a replacement Lender's title insurance policy providing the equivalent coverage; (v) evidence that all insurance required under the Loan Documents is current; (vi) all documentation relating to the management of the Property and the assignment and subordination of any management agreement to Lender; and (vii) evidence of payment of all fees, costs and expenses required by Section 9 hereof. All of the foregoing shall be in form and substance satisfactory to Lender in its sole discretion.

9. Costs and Expenses. Continuing Borrower and/or New Borrower hereby agree to pay any and all fees, costs and expenses, including but not limited to attorneys' fees and the premium for endorsements to Lender's title insurance policy or a replacement Lender's title insurance policy, incurred by Lender in connection with the negotiation, preparation, filing and/or recording of this Agreement and all other documents and instruments executed pursuant to this Agreement and/or to create, perfect or modify the liens, security interests, assignments and/or pledges contemplated hereunder.

10. No Reliance. New Borrower acknowledges that in consummation of this assumption, New Borrower has not relied on any representations by Lender regarding the Property, the title thereto or any other matter.

11. Miscellaneous.

(a) This Agreement shall be binding upon the parties hereto and their respective heirs, executors, personal and legal representatives, successors and assigns.

(b) Wherever Lender's judgment, consent or approval is required under this Agreement, or Lender shall have an option, election or right of determination under this Agreement that something is satisfactory or not ("**Decision Power**"), such Decision Power shall be exercised in the sole and absolute discretion of Lender unless otherwise expressly stated to be reasonably exercised.

(c) If any term, covenant or condition of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity or enforceability of the remaining provisions shall not in any way be affected.

(d) 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.

(e) The following rules of construction are applicable for the purposes of this Agreement and all documents and instruments supplemental hereto unless the context clearly requires otherwise: All references herein to numbered or lettered Sections or to numbered or lettered Schedules or Exhibits are references to the Sections hereof and the Schedules and Exhibits annexed hereto or otherwise identified in connection herewith. The terms "include," "including," and similar terms shall be construed as if followed by the phrase "without being limited to." Words of masculine, feminine or neuter gender shall mean and include the correlative words of the other genders, and words importing the singular number shall mean and include the plural, and vice versa. The term "person," when used herein, means any natural person, corporation, general or limited partnership, limited liability company, association, joint venture, trust, estate, governmental authority or other legal entity, in each case whether in its own or a representative capacity. No inference in favor of or against any party hereto shall be drawn from the fact that such party has drafted any portion of this Agreement.

12. Governing Law. This Agreement shall be governed by the laws of the State of New York ("**Governing State**").

13. Venue. CONTINUING BORROWER, CONTINUING GUARANTOR, AND NEW BORROWER HEREBY CONSENT TO PERSONAL JURISDICTION IN THE GOVERNING STATE. JURISDICTION AND VENUE OF ANY ACTION BROUGHT TO ENFORCE THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR ANY ACTION RELATING TO THE LOAN OR THE RELATIONSHIPS CREATED BY OR UNDER THE LOAN DOCUMENTS ("**ACTION**") SHALL, AT THE ELECTION OF LENDER, BE IN (AND IF ANY ACTION IS ORIGINALLY BROUGHT IN ANOTHER VENUE, THE ACTION SHALL AT THE ELECTION OF LENDER BE TRANSFERRED TO) A STATE OR FEDERAL COURT OF APPROPRIATE JURISDICTION LOCATED IN THE GOVERNING STATE. CONTINUING BORROWER, CONTINUING GUARANTOR, AND NEW BORROWER HEREBY CONSENT AND SUBMIT TO THE PERSONAL JURISDICTION OF THE STATE COURTS OF THE GOVERNING STATE AND OF FEDERAL COURTS LOCATED IN THE GOVERNING STATE IN CONNECTION WITH ANY ACTION AND HEREBY WAIVE ANY AND ALL PERSONAL RIGHTS UNDER THE LAWS OF ANY OTHER STATE TO OBJECT TO JURISDICTION WITHIN THE GOVERNING STATE FOR PURPOSES OF ANY ACTION. Continuing Borrower, Continuing Guarantor, and New Borrower hereby waive and agree not to assert, as a defense to any Action or a motion to transfer venue of any Action, (i) any claim that it is not subject to such jurisdiction; (ii) any claim that any Action may not be brought against it or is not maintainable in those courts or that this Agreement may not be enforced in or by those courts, or that it is exempt or immune from execution; (iii) that the Action is brought in an inconvenient forum; or (iv) that the venue for the Action is in any way improper.

14. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

15. No Impairment. All of the Property described in the Security Instrument and the other Loan Documents shall remain in all respects subject to the lien, charge and encumbrance of

the Security Instrument and the other Loan Documents. Nothing in this Agreement shall be deemed to or shall in any manner prejudice or impair any of the Loan Documents or any security granted or held by Lender for the Loan or the original priority of the Security Instrument or any of the other Loan Documents. This Agreement shall not be deemed to be nor shall it constitute any alteration, waiver, annulment or variation of the lien and encumbrance of the Security Instrument or any of the other Loan Documents or the terms and conditions of or any rights, powers or remedies under such documents, except as expressly set forth herein.

16. Notice. All notices, demands, requests, consents, approvals or other communications (collectively called “**Notices**”) required or permitted to be given hereunder to Lender, Continuing Guarantor, Continuing Borrower or New Borrower, shall be in writing and shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed as set forth below, or personally delivered with receipt acknowledged to such address, or in either case, to such other address(es) as the party in question shall have specified most recently by like Notice.

Continuing Borrower:

c/o Rushmore Properties, LLC
212 W. Kinzie, 6th Floor
Chicago, Illinois 60654
Attention: Marc Reinisch

With a copy of any notice
to Continuing Borrower to:

Levenfeld Pearlstein, LLC
2 N. LaSalle Street, Suite 1300
Chicago, Illinois 60602
Attention: Marc Joseph

New Borrower:

c/o Rushmore Properties, LLC
212 W. Kinzie, 6th Floor
Chicago, Illinois 60654
Attention: Marc Reinisch

With a copy of any notice
to New Borrower to:

Levenfeld Pearlstein, LLC
2 N. LaSalle Street, Suite 1300
Chicago, Illinois 60602
Attention: Marc Joseph

Lender:

PFP III Sub I, LLC
c/o Prime Finance Partners
233 North Michigan Avenue, Suite 1915
Chicago, Illinois 60601
Attention: Steve Gerstung

With a copy of any notice
to Lender to:

Polsinelli
900 West 48th Street, Suite 900
Kansas City, Missouri 64 1 12

Attention: Dan Flanigan, Esq.

If to Continuing Guarantor, to:

c/o Rushmore Properties, LLC
212 W. Kinzie, 6th Floor
Chicago, Illinois 60654
Attention: Marc Reinisch


With a copy of any notice
to Continuing Guarantor to:

Levenfeld Pearlstein, LLC
2 N. LaSalle Street, Suite 1300
Chicago, Illinois 60602
Attention: Marc Joseph

Notices which are given in the manner aforesaid shall be deemed to have been given or served for all purposes hereunder (i) on the date on which such notice shall have been personally delivered as aforesaid, (ii) on the date of delivery by mail as evidenced by the return receipt therefor, or (iii) on the date of failure to deliver by reason of refusal to accept delivery or changed address of which no Notice was given.

17. WAIVER OF TRIAL BY JURY. CONTINUING BORROWER, CONTINUING GUARANTOR, NEW BORROWER AND LENDER EACH HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, THE SECURITY INSTRUMENT, THE NOTE OR THE OTHER LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY CONTINUING BORROWER, CONTINUING GUARANTOR, NEW BORROWER AND LENDER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH RIGHT TO TRIAL BY JURY WOULD OTHERWISE ACCRUE. CONTINUING BORROWER, CONTINUING GUARANTOR, NEW BORROWER AND LENDER EACH ARE HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY EACH OTHER.

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20151029000377740 16/29 \$98.00
Shelby Cnty Judge of Probate, AL
10/29/2015 02:36:43 PM FILED/CERT

IN WITNESS WHEREOF, the parties hereto have executed this Assumption, Ratification and Modification Agreement as of the date first above written.

CONTINUING BORROWER:

RUSHMORE LEE BRANCH, LLC,
an Illinois limited liability company

By: Lee Branch Manager, LLC,
an Illinois limited liability company,
its Manager

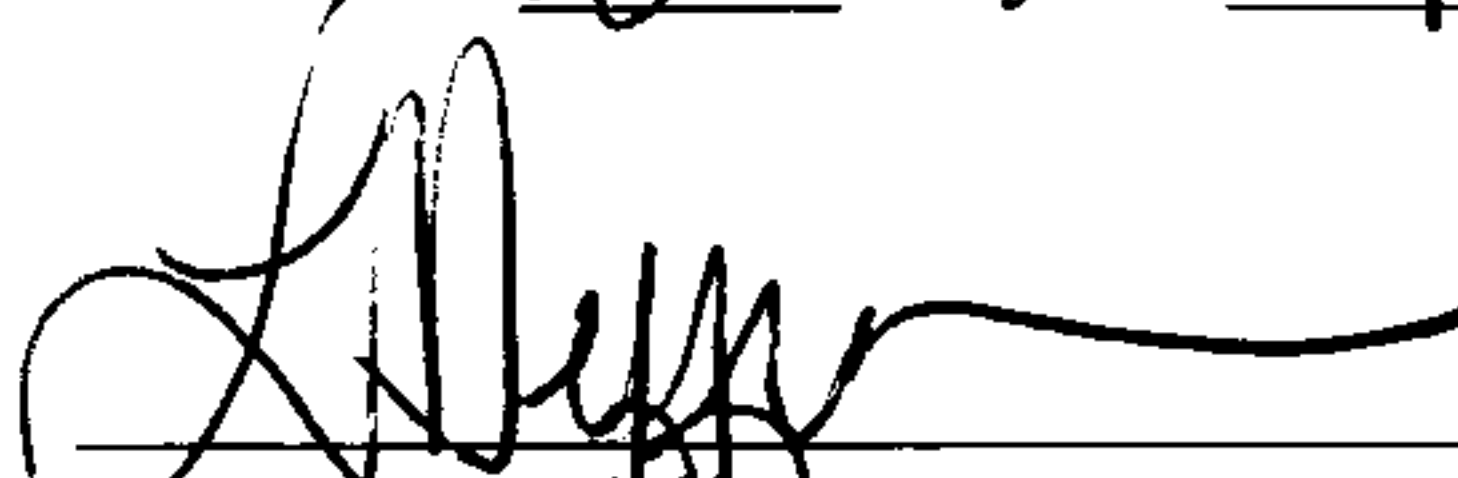
By: Rushmore Opportunity, LLC,
an Illinois limited liability company,
its Manager

By: 
Marc Reinisch, Manager

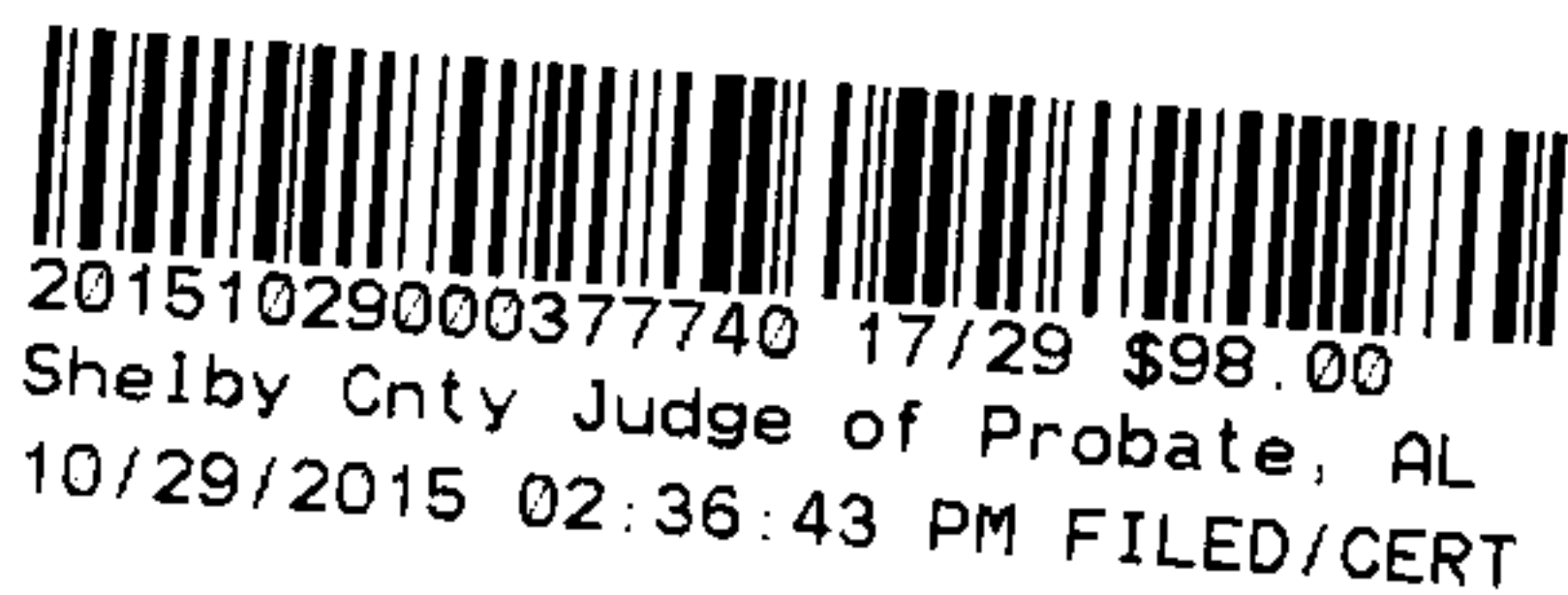
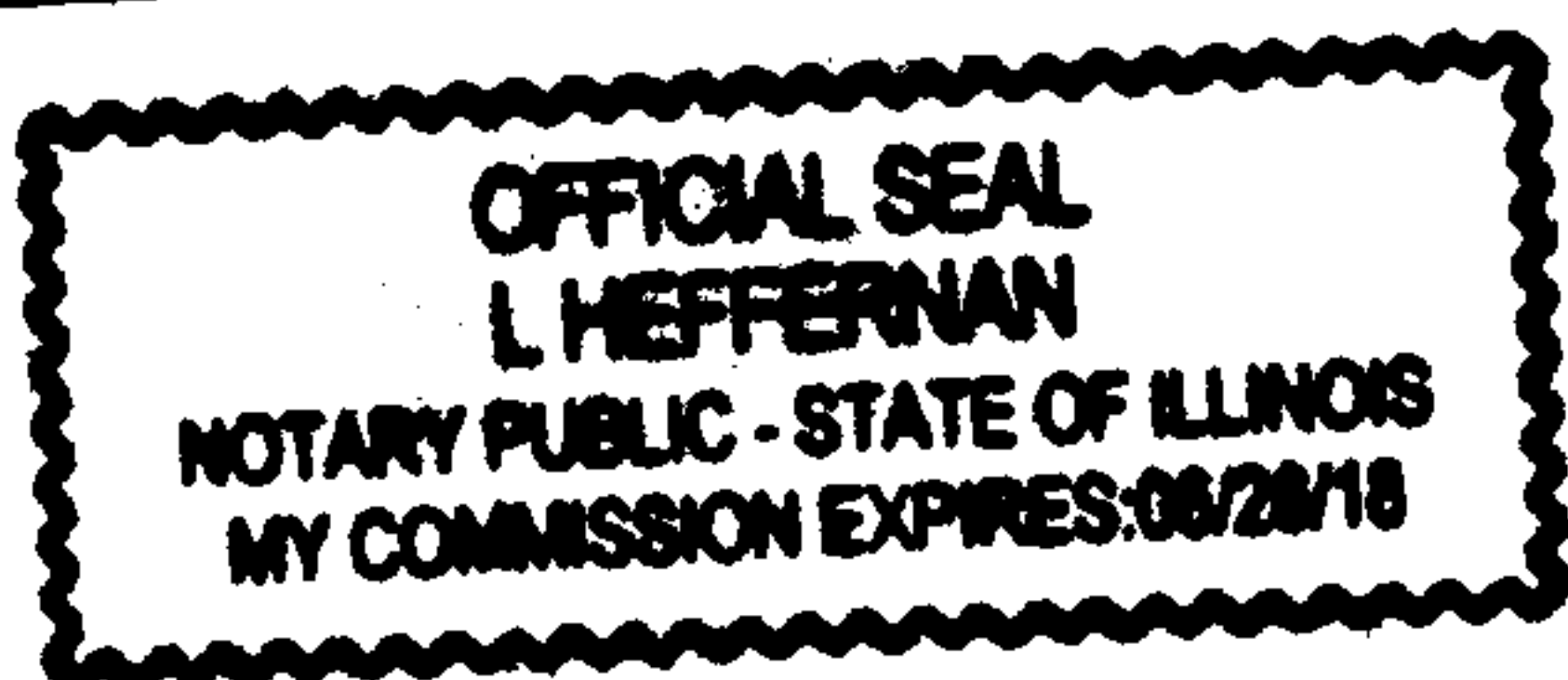
STATE OF Illinois)
COUNTY OF Cook) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT **MARC REINISCH**, the Manager of Rushmore Opportunity, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 10th day of September 2015.


Notary Public

My commission expires: 6/28/18



IN WITNESS WHEREOF, the parties hereto have executed this Assumption, Ratification and Modification Assumption Agreement as of the date first above written.

NEW BORROWER:

RUSHMORE LEE BRANCH SIDECAR, LLC,
an Illinois limited liability company

By: _____

Marc Reinisch, Manager

STATE OF Illinois
COUNTY OF Cook) SS

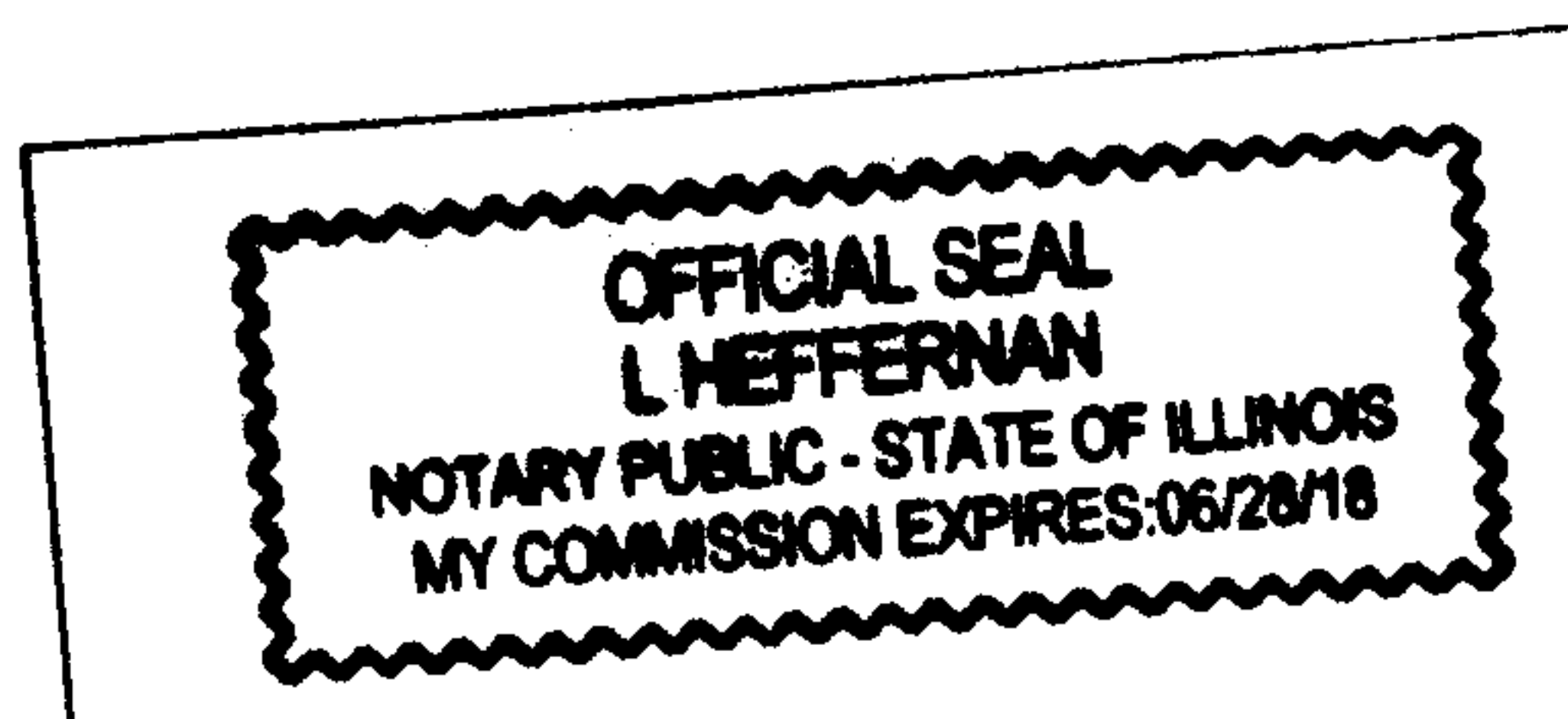
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT **MARC REINISCH**, the Manager of Rushmore Lee Branch Sidecar, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 10th day of September 2015.

[Signature]
Notary Public

My commission expires:

6/28/18



20151029000377740 18/29 \$98.00
Shelby Cnty Judge of Probate, AL
10/29/2015 02:36:43 PM FILED/CERT

IN WITNESS WHEREOF, the parties hereto have executed this Assumption, Ratification and Modification Agreement as of the date first above written.

CONTINUING GUARANTOR:

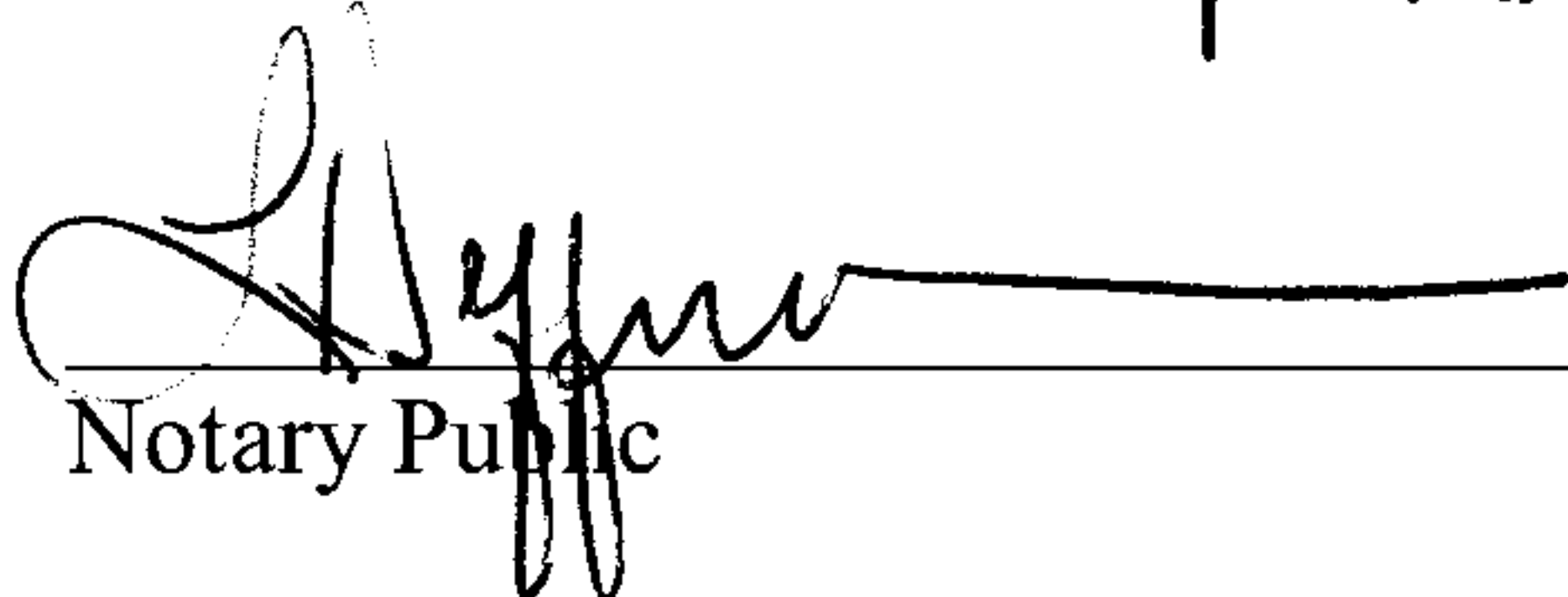


MARC REINISCH

STATE OF Illinois
COUNTY OF Cook) SS

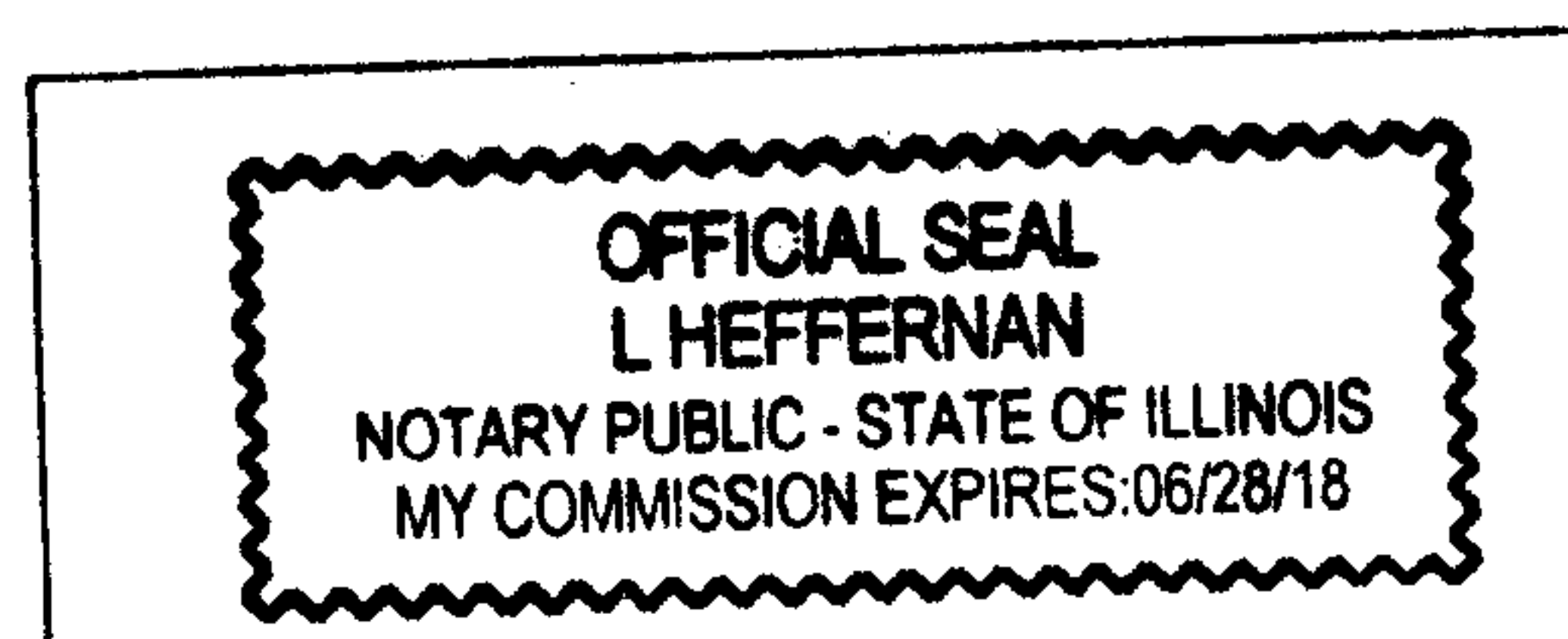
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT **MARC REINISCH**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 10th day of September, 2015.



Notary Public

My commission expires: 6/28/18





20151029000377740 19/29 \$98.00
Shelby Cnty Judge of Probate, AL
10/29/2015 02:36:43 PM FILED/CERT

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

LOT 1B, ACCORDING TO THE SURVEY OF A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH AS RECORDED IN MAP BOOK 31, PAGE 130A AND 130B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH SECTOR 1- REVISION 1.

PARCEL 2:

LOTS 1-A, 1-B, 1-C AND 1-D, ACCORDING TO THE RESURVEY OF LOT 1 THE VILLAGE AT LEE BRANCH SECTOR 1 PHASE 2, AS RECORDED IN MAP BOOK 43, PAGES 66 A&B, AS RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

AND ALSO:

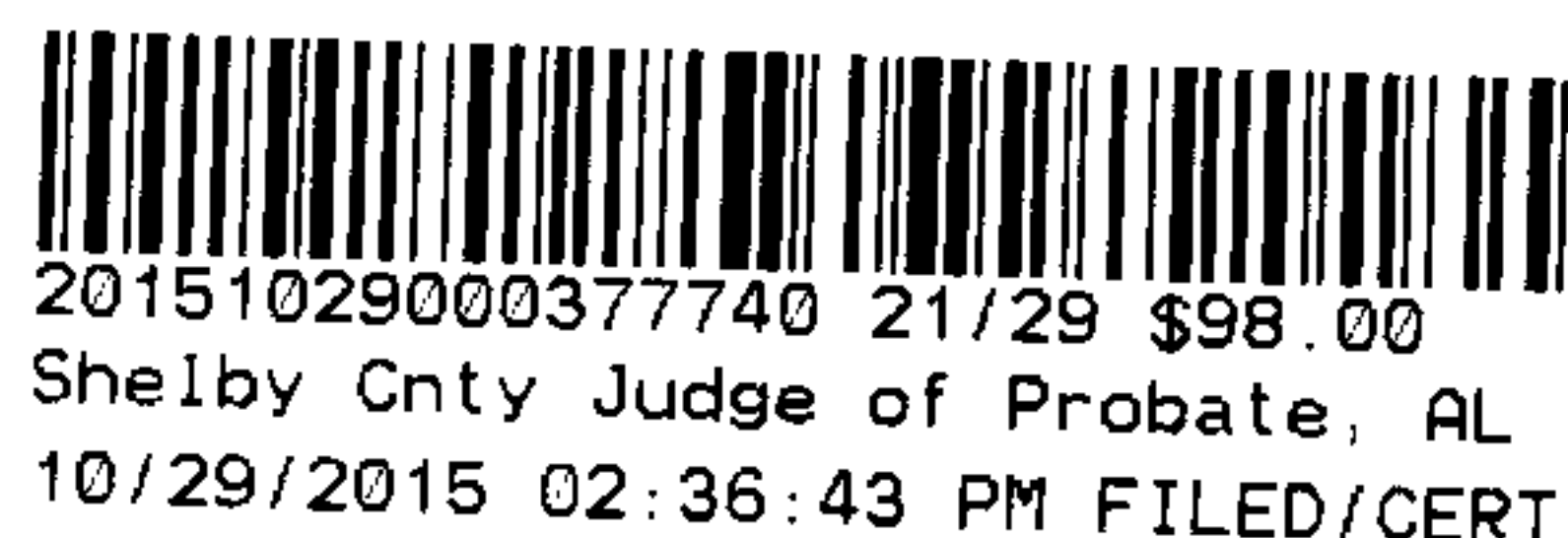
LOTS 4, 5, 7 AND 8, ACCORDING TO THE SURVEY OF THE VILLAGE AT LEE BRANCH SECTOR 1 - PHASE 2, AS RECORDED IN MAP BOOK 33, PAGE 58, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING A RESUBDIVISION OF LOT 5A OF THE VILLAGE AT LEE BRANCH SECTOR 1- REVISION 1.

TOGETHER WITH SUCH APPURTENANT ACCESS, EASEMENT AND OTHER RIGHTS WHICH ARISE OR ARE RESERVED UNDER AND PURSUANT TO THE FOLLOWING INSTRUMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN AIG BAKER BROOKSTONE, L.L.C., AND COMPASS BANK, DATED AUGUST 26, 2003, FILED FOR RECORD AUGUST 27, 2003 AT 10:47 A.M., RECORDED AS INSTRUMENT NUMBER: 20030827000569990 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

ALSO TOGETHER WITH, the rights, privileges, easements and appurtenances created by the following:

1. Declaration of Easement and Restrictions dated May 26, 2004 by AIG Baker East Village, L.L.C., a Delaware limited liability company, being filed for record on June 1, 2004 under Instrument Number 20040601000288850 and in Amendment No. 1 to Declaration of Easement and Restrictions dated June 21, 2004 under Instrument Number 20040624000345520 and in Amendment to Declaration of Easement and Restrictions under Instrument Number 20120511000165500.



2. Agreement of Covenants, Conditions and Restrictions and Grant of Easements dated June 21, 2004 by AIG Baker East Village, L.L.C., a Delaware limited liability company, being filed for record on June 24, 2004 under Instrument Number 20040624000345530.

PARCEL 5:

TRACT A

A parcel of land situated in the Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commencing at a found 2" capped pipe to be the Northwest Corner of the Southeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, said point lying on the Easterly line of Lot 11 of EAGLE TRACE - PHASE 1 as recorded in Map Book 29, Page 142 in the office of the Judge of Probate, Shelby County, Alabama, said point also being the Southwest corner of A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH as recorded in Map Book 31, Page 130A and 130B in the office of the Judge of Probate, Shelby County, Alabama; thence run North 88 degrees, 55 minutes, 06 seconds, East along the North line of said quarter-quarter section and the South line of A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH as recorded in Map Book 31 Page 130A and 130B in the office of the Judge of Probate, Shelby County, Alabama, for a distance of 553.73 feet to the Northwest corner of Lot 1A, RESURVEY OF LOT 1 OF THE VILLAGE AT LEE BRANCH SECTOR 1 - PHASE 3 as recorded in Map Book 42 Page 56 in the office of the Judge of Probate, Shelby County, Alabama; thence run South 00 degrees, 00 minutes, 00 seconds West along the West line of said Lot 1A for a distance of 234.72 feet to the Southwest corner of said Lot 1A and the POINT OF BEGINNING; thence run North 88 degrees, 55 minutes, 06 seconds East along the South line of said Lot 1A for a distance of 433.23 feet to a corner of said Lot 1A; thence run South 00 degrees, 28 minutes, 01 seconds, East along the West line of said Lot 1A for a distance of 388.46 feet to a point on the Northerly right of way line of Farley Lane of PLAT FOR THE DEDICATION OF A PORTION OF THE RIGHT OF WAY OF FARLEY LANE as recorded in Map Book 42, Page 10 in the office of the Judge of Probate, Shelby County, Alabama; thence run South 88 degrees, 58 minutes, 49 seconds, West along the Northerly right of way line of said Farley Lane for a distance of 436.40 feet to a point on the Easterly right of way line of Farley Court of RESURVEY OF LOT 1 OF THE VILLAGE AT LEE BRANCH SECTOR 1 - PHASE 3 as recorded in Map Book 42 Page 56 in the office of the Judge of Probate, Shelby County, Alabama; thence run North 00 degrees, 00 minutes, 00 seconds, East along the Easterly right of way line of said Farley Court for a distance of 388.02 feet to the POINT OF BEGINNING.

TRACT B

A parcel of land situated in the Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commencing at a found 2" capped pipe to be the Northwest Comer of the Southeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, said point lying on the Easterly line of Lot 11 of EAGLE TRACE - PHASE 1 as recorded in Map Book 29 Page 142 in the office of the Judge of Probate, Shelby County, Alabama, said point also being the Southwest comer of A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH as recorded in Map Book 31 Page 130A and 130B in the office of the Judge of Probate, Shelby County, Alabama, said point also being the POINT OF BEGINNING; thence run North 88 degrees, 55 minutes, 06 seconds, East along the North line of said quarter-quarter section and the South line of said A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH as recorded in Map Book 31 Page 130A and 130B in the office of the Judge of Probate, Shelby County, Alabama for a distance of 503.72 feet to a point on the Westerly right of way line of Farley Court of RESURVEY OF LOT 1 OF THE VILLAGE AT LEE BRANCH SECTOR 1 - PHASE 3 as recorded in Map Book 42 Page 56 in the office of the Judge of Probate, Shelby County, Alabama; thence run South 00 degrees, 00 minutes, 00 seconds, West along the Westerly right of way line of Said Farley Court for a distance of 603.81 feet to a point on the Northerly right of way line of said Farley Court; thence run North 90 degrees, 00 minutes, 00 seconds, West along the Northerly right of way line of said Farley Court for a distance of 7.50 feet to a point on the Westerly right of way line of said Farley Court; thence run South 00 degrees, 00 minutes, 00 seconds, West along the Westerly right of way line of said Farley Court for a distance of 19.00 feet to a point on the Northerly right of way line of Farley Lane of PLAT FOR THE DEDICATION OF A PORTION OF THE RIGHT OF WAY OF FARLEY LANE as recorded in Map Book 42, Page 10 in the office of the Judge of Probate, Shelby County, Alabama; thence run South 88 degrees, 58 minutes, 49 seconds, West along the Northerly right of way line of said Farley Lane for a distance of 293.74 feet to a point on a curve to the left, having a central angle of 33 degrees, 06 minutes, 51 seconds, a radius of 215.00 feet, a chord bearing of South 72 degrees, 25 minutes, 23 seconds, West and a chord of 122.54 feet; thence run in a Southeasterly direction along the arc of said curve and also along the Northerly right of way line of said Farley Lane for a distance of 124.26 feet to a point on the south line of the Northwest quarter of the Southeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence run South 89 degrees, 01 minutes, 27 seconds, West along the South line of said quarter-quarter-quarter section for 78.79 feet to the Southwest corner of Northwest quarter of the Southeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, said iron also being the Southeast corner of Lot 1 of EAGLE TRACE - PHASE 1 as recorded in Map Book 29 Page 142 in the office of the Judge of Probate, Shelby County, Alabama; thence run North 00 degrees, 35 minutes, 54 seconds West along the West line of said quarter-quarter-quarter section and the East line of said EAGLE TRACE - PHASE 1 as recorded in Map Book 29 Page 142 in the office of the Judge of Probate, Shelby County, Alabama for 656.90 feet to the POINT OF BEGINNING.

PARCEL 5 IS ALSO KNOWN AS:

A parcel of land situated in the Northeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commencing at a found 2" capped pipe purported to be the Northwest Corner of the Southeast quarter of the Southwest quarter of Section 5, Township 19 South, Range I West, Shelby County, Alabama, said point lying on the Easterly line of Lot 11 of EAGLE TRACE - PHASE 1 as recorded in Map Book 29 Page 142 in the office of the Judge of Probate, Shelby County, Alabama, said point also being the Southwest corner of A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH as recorded in Map Book 31 Page 130A and 130B in the office of the Judge of Probate, Shelby County, Alabama; thence proceed along the North line of said quarter-quarter section and the South line of A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH as recorded in Map Book 31 Page 130A and 130B in the office of the Judge of Probate, Shelby County, Alabama for 666.78 feet to an iron pin set at the Northeast corner of the Northwest quarter of the Southeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama said point being the POINT OF BEGINNING of herein described parcel; thence continuing Easterly along said North line of said Northwest quarter of the Southeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama and said South line of A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH as recorded in Map Book 31 Page 130A and 130B in the office of the Judge of Probate, Shelby County, Alabama for 333.28 feet to an iron pin set; thence leaving said North line of said Northwest quarter of the Southeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama and said South line of A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH as recorded in Map Book 31 Page 130A and 130B in the office of the Judge of Probate, Shelby County, Alabama with a deflection angle right of $90^{\circ}36'53''$ proceed Southerly for 658.78 feet to an iron pin set on the South line of said Northwest quarter of the Southeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence with a deflection angle right of $89^{\circ}29'33''$ proceed Westerly along said South line of said Northwest quarter of the Southeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama for 332.53 feet to an iron pin set, said point being the Southeast corner of the Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence with a deflection angle right of $90^{\circ}26'33''$ proceed Northerly along the East line of said Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama for 658.15 feet to a point, said point being the POINT OF BEGINNING.

AND:

A parcel of land situated in the Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commencing at a found 2" capped pipe purported to be the Northwest Corner of the Southeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, said point lying on the Easterly line of Lot 11 of EAGLE TRACE - PHASE 1 as recorded in Map Book 29 Page 142 in the office of the Judge of Probate, Shelby County, Alabama, said point also being the Southwest corner of A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH as recorded in Map Book 31 Page 130A and 130B in the office of the Judge of Probate, Shelby County, Alabama, said point also being the POINT OF

BEGINNING of herein described parcel; thence proceed Easterly along the North line of said quarter-quarter section and the South line of said A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH as recorded in Map Book 31 Page 130A and 130B in the office of the Judge of Probate, Shelby County, Alabama for 666.78 feet to an iron pin set, being the Northeast corner of the Northwest quarter of the Southeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence leaving said quarter-quarter line and said South line of A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH as recorded in Map Book 31 Page 130A and 130B in the office of the Judge of Probate, Shelby County, Alabama with a deflection angle right of $90^{\circ}32'59''$ proceed Southerly along the East line of the Northwest quarter of the Southeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama for 658.15 feet to a point, said point being the Southeast corner of the Northwest quarter of the Southeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence with a deflection angle right of $89^{\circ}33'27''$ proceed Westerly along the South line of said quarter-quarter-quarter section for 666.02 feet to an iron pin set, said pin being the Southwest corner of Northwest quarter of the Southeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, said iron also being the Southeast corner of Lot 1 of EAGLE TRACE - PHASE 1 as recorded in Map Book 29 Page 142 in the office of the Judge of Probate, Shelby County, Alabama; thence with a deflection angle right of $90^{\circ}22'39''$ proceed Northerly along the West line of said quarter-quarter-quarter section and the East line of said EAGLE TRACE - PHASE 1 as recorded in Map Book 29 Page 142 in the office of the Judge of Probate, Shelby County, Alabama for 656.90 feet to the POINT OF BEGINNING.

LESS AND EXCEPT the following described parcel:

Lot 1 of The Village at Lee Branch Sector 1- Phase 3, as shown on the map recorded in Map Book 41, Page 95, in the Office of the Judge of Probate of Shelby County, Alabama.

NOTE: THE ABOVE DESCRIBED LEGALS ARE SHOWN AS "ACREAGE" PARCEL ACCORDING TO THE MAP AND SURVEY OF THE VILLAGE AT LEE BRANCH SECTOR 1 - PHASE 3, AS RECORDED IN MAP BOOK 41, PAGE 95 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

ALSO LESS AND EXCEPT:

Public right of way known as Farley Lane as depicted on that plat recorded at Map Book 42, Page 10, Shelby County, Alabama records.

ALSO LESS AND EXCEPT:

Public right of way known as Farley Court as depicted on that plat recorded at Map Book 42, Page 56, Shelby County, Alabama Records.

ALSO TOGETHER WITH, the rights, privileges, easements and appurtenances created by the following:

Agreement of Covenants, Conditions and Restrictions and Grant of Easements by AIG Baker East Village, L.L.C., dated January 29, 2009, recorded January 29, 2009, in Instrument Number 20100129000029100; as assigned by that certain Assignment of Agreement of Covenants, Conditions and Restrictions and Grant of Easements by AIG Baker East Village, L.L.C., recorded January 29, 2009, in Instrument Number 20100129000029120.

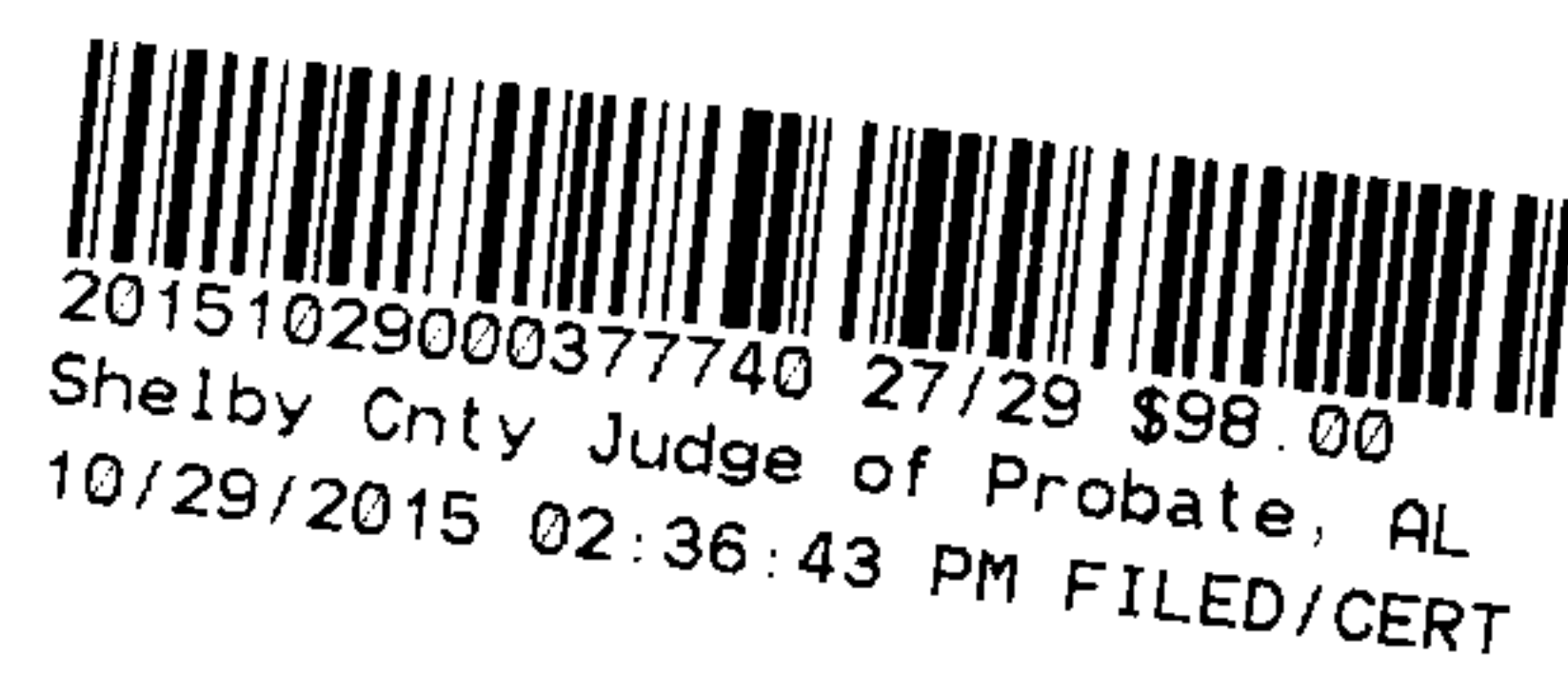


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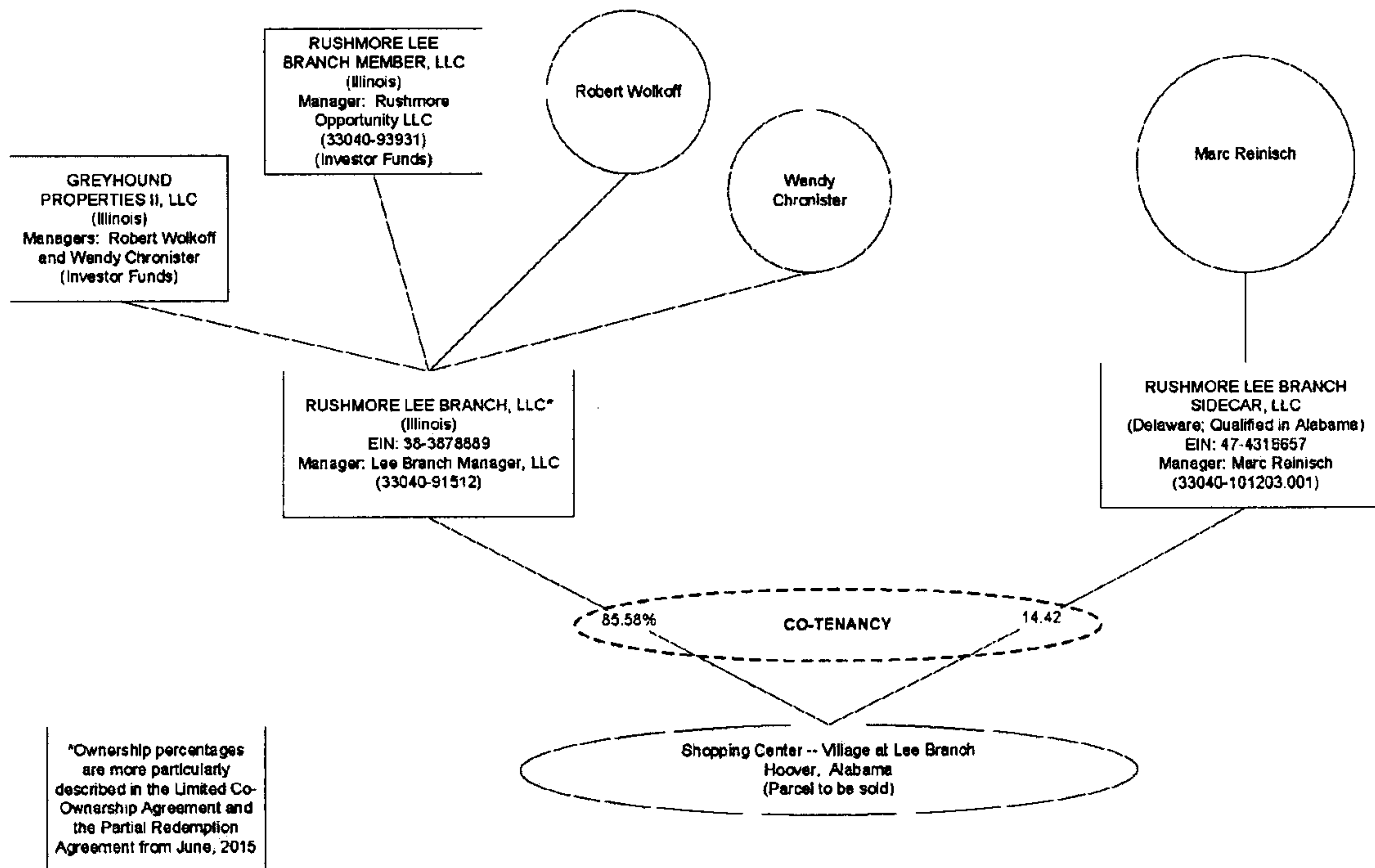
EXHIBIT A

BORROWER'S ORGANIZATIONAL CHART

(See Attached)

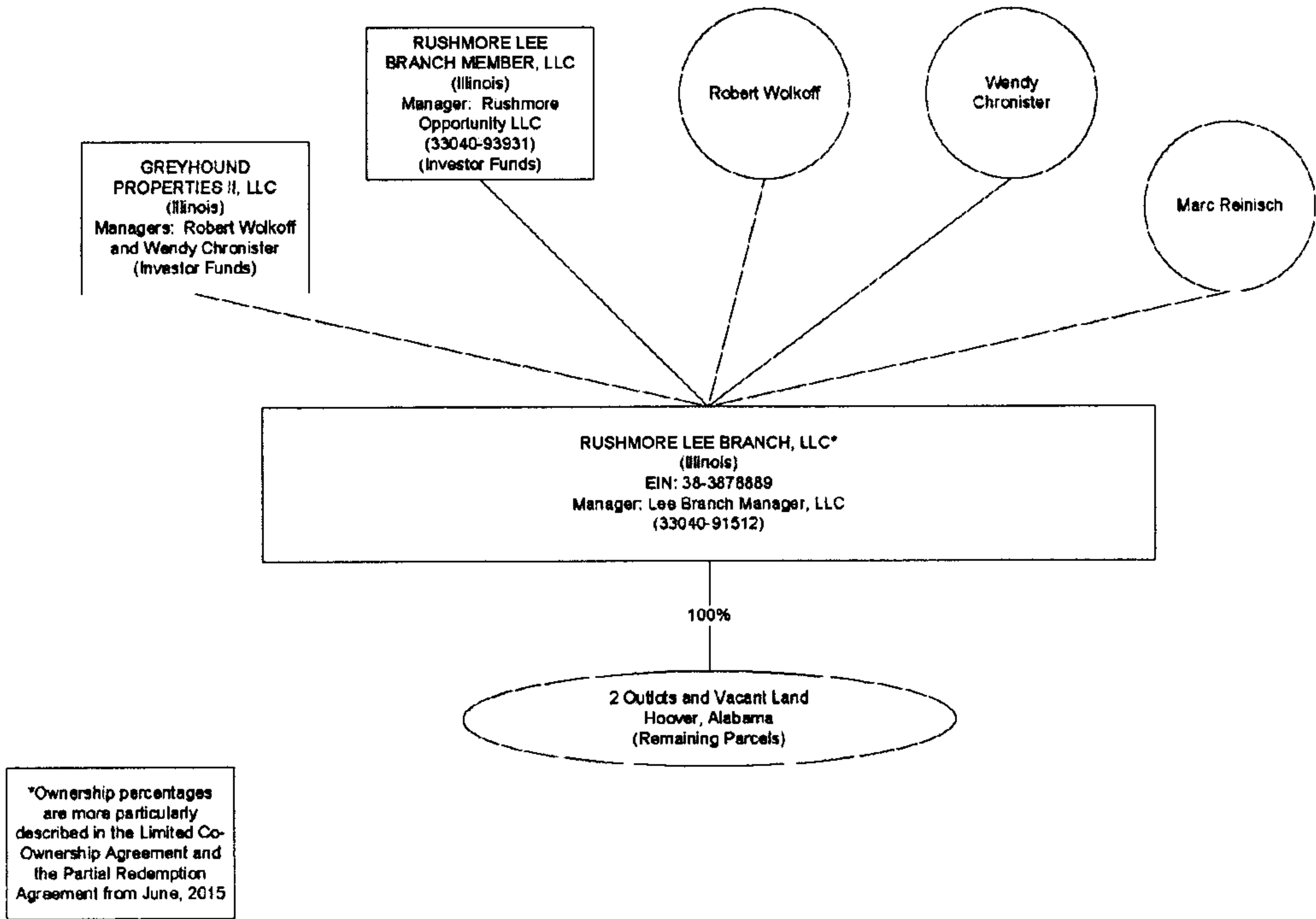


VILLAGE AT LEE BRANCH – RESTRUCTURING (PART 1)		
LP 6223151	8/13/2015	33040-101203



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VILLAGE AT LEE BRANCH -- RESTRUCTURING (PART 2)		
LP 6223151	8/13/2015	33040-101203



10%
etc

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