

Exhibit 5

part I

7.5.1 No Member, Person acting on behalf of a Member on matters relating to the Company, or Officer of the Company (an "Indemnified Person") shall be liable, responsible, or accountable, in damages or otherwise, to any other Member or to the Company for any breach of fiduciary duty, loss sustained or liability incurred in connection with, or attributable to, ordinary negligence, errors in judgment, failure to use ordinary skill or for any other act or omission with respect to Company matters that do not constitute for fraud, gross negligence, recklessness or an intentional breach of this Agreement.

7.5.2 The Company shall indemnify each Indemnified Person for any act performed by the Indemnified Person with respect to Company matters, as and to the full extent permitted by law, but in no event for fraud, gross negligence, recklessness, or an intentional breach of this Agreement.

7.5.3 Expenses (including legal fees and costs) incurred by an Indemnified Person in defending any claim, demand, action, suit or proceeding subject to Section 7.5.2, above (collectively, a "Proceeding"), shall be paid by the Company in advance of the final disposition of such Proceeding upon receipt of an undertaking (whether or not secured) by or on behalf of such Indemnified Person to repay such amount if it shall be finally determined by a court of competent jurisdiction that such Person is not entitled to be indemnified by the Company as authorized hereunder.

ARTICLE 8 TRANSFER OF INTERESTS AND WITHDRAWALS OF MEMBERS

8.1. *Transfer.* No Person may Transfer all or any portion of or any interest or rights in the Person's Membership Rights or Interest without the unanimous consent of all Members.

8.2. *Voluntary Withdrawal.* Any Member who Voluntarily Withdraws from the Company is wrongfully dissociating from the Company (a "Disassociating Member"). Any Disassociating Member shall give the other Member(s) written Notice of the withdrawal, which shall be effective as of the date specified in Section 8.2 (the "Effective Date"). Upon the Effective Date, the Interest of the Disassociating Member shall be converted to the Interest of a non-member Interest Holder. At any time thereafter, the Company may elect to purchase the Interest of the Disassociating Member. If the Company purchases the Disassociating Member's Interest before the Company is dissolved, the purchase price of the Interest shall be the lesser of (a) the fair market value of the interest on the Effective Date, and (b) the fair market value of the Interest on a date which is thirty days before the date fixed by the remaining Member(s) for the Company's purchase of the Interest. Fair market value shall be determined by an appraiser reasonably acceptable to the Company and the Disassociating Member. If the Company purchases the Disassociating Member's Interest at dissolution, the purchase price shall be the lesser of (x) the fair market value of the Interest on the Effective Date, and (y) the fair market value of the interest on the Dissolution Date, and (z) the amount the Disassociating Member would have received based upon his Percentage had he remained a Member through the

liquidation of the Company. The purchase price for the Disassociating Member's Interest shall be paid in wired federal funds or by cashier's or certified check drawn on any national bank located in Illinois. The Disassociating Member shall receive distributions and allocations of net income and loss in lieu of interest until the purchase price for his Interest has been paid.

8.3. *Involuntary Withdrawal.* Immediately upon the occurrence of an Involuntary Withdrawal, the successor of the Withdrawn Member shall thereupon become a Holder but shall not become a Member. The successor Holder shall have all the rights of a Holder but neither the predecessor nor the successor Holder shall be entitled to receive, at the time of the Involuntary Withdrawal and in liquidation of the Interest pursuant the Act, the fair market value of the Member's Interest as of the date the Member involuntarily withdrew from the Company, but in lieu thereof, the Holder shall be entitled to receive the Distributions as provided in Section 6.1.

8.4. *No Right to Terminate the Company.* No Member shall have the right to terminate or dissolve the Company except as set forth in this Agreement or in Sections 35-1(3) and(4) of the Act.

8.5. *Rights of Unadmitted Assignees.* A Person who acquires Membership Rights or Interest but who is not admitted as a substituted Member pursuant to Section 8.6 shall hold only a distribution interest shall and be entitled only to allocations and distributions with respect to such Interests in accordance with this Agreement, shall have no right to any information or accounting of the affairs of the Company, shall not be entitled to inspect the books or records of the Company, and shall not have any of the rights of a Member under the Act or this Agreement.

8.6. *Admission of Transferees as Members.* Subject to the other provisions of this Article 6, a transferee of Units may be admitted to the Company as a Member only upon satisfaction of the conditions set forth below in this Section 8.6:

- 8.6.1. The Members consent to such admission, which consent may be given or withheld in the sole and absolute discretion of the Members;
- 8.6.2. The transferee becomes a party to this Agreement as a Member and executes such documents and instruments as the other Members may reasonably request as may be necessary or appropriate to confirm such transferee as a Member in the Company and such transferee's agreement to be bound by the terms and conditions of this Agreement;
- 8.6.3. The transferee pays or reimburses the Company for all reasonable legal, filing, and publication costs that the Member incurs in connection with the admission of the transferee as a Member with respect to the Transferred Units.

ARTICLE 9
ROLE OF MEMBERS; INDEMNIFICATION OF MEMBERS

9.1 *General Rules.* Except as otherwise stated in this Agreement or required under the Act, Members shall not take any part in the day-to-day management or conduct of the business of the Company, nor shall such Members have any right or authority to act for or bind the Company. Except as otherwise required under the Act, any action of the Members shall be taken by the affirmative vote of the Members holding a majority of the Units then held by Members who are entitled to vote pursuant to this Article 9.

9.2 *Meetings of the Members.* Except as otherwise stated in this Agreement or required under the Act, the following provisions shall apply to all meetings of Members:

9.2.1. Place and Time of Annual Meetings. An annual meeting of the Members shall be held each year on the first Tuesday in the month of April at 10:00 o'clock a.m., unless such day should fall on a legal holiday, in which event the meeting shall be held at the same hour on the next succeeding business day that is not a legal holiday.

9.2.2. Special Meetings. Special meetings of Members may be called for any purpose and may be held at such time and place, within or without the State of Illinois, as shall be stated in a notice of meeting or in a duly executed waiver of notice thereof. Special meetings of the Members may be called by the Members holding not less than 51% of all outstanding Units entitled to vote on the matter for which the meeting is called.

9.2.3. Place of Meetings. The Members may designate any place, either within or without the State of Illinois, as the place of meeting for any annual meeting or for any special meeting called. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of the Company.

9.2.4. Notice of Meetings. Unless otherwise provided by statute, whenever Members are required or permitted to take action at a meeting, written or printed notice stating the place, day, and hour, and, in the case of special meetings, the purpose or purposes, of such meeting, shall be given to each Member entitled to vote at such meeting not less than 10 nor more than 60 days before the date of the meeting or in the case of a merger, consolidation, Unit exchange, dissolution or sale, lease or exchange of all or substantially all assets not less than 20 nor more than 60 days before the date of the meeting. All such notices shall be delivered, either personally or by mail, by or at the direction of the officers, and if mailed, such notice shall be deemed to be delivered when deposited in the United States mail, postage prepaid, addressed to the Member at his, her or its address as the same appears on the records of the Company. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Notice may also be waived in writing by any Member.

Unless otherwise provided by herein or by law, neither the business to be transacted at, or the purpose of, any regular or special meeting need be specified in any written waiver of notice.

- 9.2.5. Quorum. Unless otherwise provided herein or by statute, a majority of the outstanding Units entitled to vote at a meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business at all meetings of the Members, however, a quorum shall not consist of less than one-third of the outstanding Units entitled to vote. If a quorum is not present, the Members holding a majority of the Units present in person or represented by proxy at the meeting, and entitled to vote at the meeting, may adjourn the meeting to another time and/or place. Members may participate in any meeting of Members by means of conference telephone or similar communication equipment by means of which all Members participating in such meeting can hear each other, and such participation shall constitute presence in person at such meeting.
- 9.2.6. Proxies. Each Member may appoint a proxy to vote or otherwise act for him or her by signing an appointment form and delivering it to the person so appointed, but no such proxy shall be valid after 11 months from the date of its execution, unless otherwise provided in the proxy.
- 9.2.7. Voting of Units. Each outstanding Unit owned by a Member shall be entitled to one vote, and each outstanding fractional Unit owned by a Member shall be entitled such percentage of one vote that is represented by the fractional Unit. In each matter submitted to vote at a meeting of Members, every Member shall have the right to vote the number of Units owned by such Member. Each Member may vote either in person or by proxy as provided herein.
- 9.2.8. Informal Action. Unless otherwise provided by statute, any action required to be taken at any annual or special meeting of the Members of the Company, or any other action which may be taken at a meeting of the Members may be taken without a meeting and without a vote if a consent in writing setting forth the action so taken shall be signed by the holders of outstanding Units having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Units entitled to vote thereon were present and voting. If such consent is signed by less than all of the Members entitled to vote, then such consent shall become effective only if at least five days prior to execution of the consent a notice in writing is delivered to all the Members entitled to vote with respect to the subject matter thereof and, after the effective date of the consent, prompt notice of the taking of the Company action without a meeting by less than unanimous written consent shall be delivered in writing to those Members who have not consented in writing.
- 9.2.9. Indemnification of Members. The Company shall, to the fullest extent permitted by law, indemnify, defend and hold harmless its Members and former Members

(collectively, the "Indemnified Parties"), from any and all claims, actions, causes of action, suits, proceedings, losses, damages, liability, costs and expenses (including, without limitation, attorneys' fees and court costs) asserted against or incurred or sustained by them by reason of their status as Members of the Company, or by reason of any act performed by them or any omission on their part while acting for or on behalf of the Company and in furtherance of its interests provided that the Indemnified Party acted in good faith and in a manner such party reasonably believed to be in, or not opposed to, the best interest of the Company and, with respect to any criminal action or proceeding, such Indemnified Party had no reason to believe that his or her conduct was unlawful.

ARTICLE 10 DISSOLUTION AND TERMINATION

10.1. *Events of Dissolution.* The Company shall be dissolved, and shall terminate and wind up its affairs, upon the first to occur of the following:

- 10.1.1. the consent of the Members holding of a majority of the Units then outstanding;
and
- 10.1.2. the sale of substantially all the assets of the Company;
- 10.1.3. the entry of a decree of judicial dissolution or an administrative dissolution under the Act; and
- 10.1.4. any other event requiring the dissolution of the Company under Section 35-1 of the Act.

Notwithstanding the foregoing, if the Members (and any dissociated Member whose Dissociation caused such dissolution) elect to waive such dissolution as provided under Section 35-3 of the Act, the Company may carry on its business as if no dissolution occurred.

10.2. *Liquidation.* If the Company shall be dissolved by reason of the occurrence of any of the circumstances described in Section 10.1, no further business shall be conducted by the Company except for taking such action as shall be necessary for the winding up of its affairs and the distribution of its assets to the Members. Upon such dissolution of the Company, the Members shall take the following steps:

- 10.2.1. Unless otherwise approved by the Members in accordance with Article 7, dispose of all other Company properties and assets at the best cash price obtainable therefor under the circumstances.
- 10.2.2. Pay all Company debts and liabilities, in the order of priority as provided under applicable law, or otherwise make adequate provision therefor.

10.2.3. Determine by independent appraisal the fair market value of the Company properties and assets to be distributed in kind (if permitted under Article 7), and credit or charge (as the case may be) the Capital Account of each Member with the amount that would have been credited or charged to such Member in accordance with Article 4 if such properties and assets had been sold at fair market value.

10.2.4. Credit or charge (as the case may be) each Member's Capital Account with such Member's share of all Company Profits and Company Losses that were not previously reflected in any Capital Accounts and that were realized or incurred during the Fiscal Year or Fiscal Years which include the dissolution and termination, up to and including the date of distribution, net of all distributions that were not previously reflected in any Capital Accounts and that were made to such Member during such Fiscal Years up to but not including such date.

10.2.5. Distribute to each of the Members the balance, if any, of the properties and assets of the Company in accordance with each Member's Capital Account, as adjusted pursuant to Sections 11.2.3 and 11.2.4.

10.2.6. Notwithstanding Sections 11.2.1 through 11.2.5, if any Member shall be indebted to the Company for any reason whatsoever, the liquidator may apply any cash allocated to such Member in accordance with this Section 11.2 to the payment of such indebtedness. If such cash is not sufficient to liquidate such indebtedness in its entirety then, until payment in full of such indebtedness by such Member, the liquidator shall retain such Member's distributive share of the Company properties and assets and, after applying the cost of operation of such properties and assets during the period of such liquidation against the income therefrom, shall apply the balance of such income toward the liquidation of such indebtedness; provided, however, that if upon the expiration of six months after notice of such outstanding indebtedness has been given to such Member, such amount has not been paid or otherwise liquidated in full, the liquidator may sell the assets allocable to such Member at private or public sale at the best cash price immediately obtainable under the circumstances, and so much of the proceeds of such sale as shall be necessary to liquidate such indebtedness shall then be so applied, and the balance (if any) of such proceeds shall be distributed to such Member.

10.2.7. The liquidator shall comply with all requirements of the Act, or other applicable law, pertaining to the winding up of a limited liability company.

10.3. *Filings.* Upon dissolution and complete winding up of the Company, the liquidator shall file any and all certificates and other documents required under the Act including, but not limited to, Articles of Dissolution as required by Section 35-20 of the Act.

10.4. *Termination.* The Company shall terminate when all of the assets of the

Company have been distributed in the manner provided for in Section 11.2 of this Agreement, and the Articles shall have been canceled in the manner required by the Act.

**ARTICLE 11
BOOKS, RECORDS, ACCOUNTING, AND TAX ELECTIONS**

11.1. *Bank Accounts.* All funds of the Company shall be deposited in a bank account or accounts maintained in the Company's name. The Members shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein.

11.2. *Books and Records.*

11.2.1. The Company shall keep or cause to be kept complete and accurate books and records of the Company and supporting documentation of the transactions with respect to the conduct of the Company's business. The records shall include, but not be limited to, complete and accurate information regarding the state of the business and financial condition of the Company, a copy of the articles of organization and operating agreement and all amendments to the articles and operating agreement; a current list of the names and last known business, residence, or mailing addresses of all Members; and the Company's federal, state or local tax returns.

11.2.2. The books and records shall be maintained in accordance with sound accounting practices and shall be available at the Company's principal office for examination by any Member or the Member's duly authorized representative at any and all reasonable times during normal business hours.

11.2.3. Each Member shall reimburse the Company for all costs and expenses incurred by the Company in connection with the Member's inspection and copying of the Company's books and records.

11.3. *Annual Accounting Period.* The annual accounting period of the Company shall be its taxable year. The Company's taxable year shall be selected by the Members, subject to the requirements and limitations of the Code.

11.4. *Reports.* As soon as practicable after the end of each taxable year of the Company, the Company shall cause to be sent to each Person who was an Interest Holder at any time during the taxable year then ended, that tax information concerning the Company which is necessary for preparing the Interest Holder's income tax returns for that year. At the request of any Member, and at the Member's expense, the Company shall cause an audit of the Company's books and records to be prepared by independent accountants for the period requested by the Member.

11.5. *Tax Matters Person.* The Members shall designate a Member who shall be the Company's "tax matters person" ("Tax Matters Person"). The Tax Matters Person shall have all powers and responsibilities provided in Code Section 6221, et seq. or such other provisions as may become applicable to limited liability companies. The Tax Matters Person shall keep all Members informed of all notices from government taxing authorities that may come to the attention of the Tax Matters Person. The Company shall pay and be responsible for all reasonable third-party costs and expenses incurred by the Tax Matters Person in performing those duties. A Member shall be responsible for any costs incurred by the Member with respect to any tax audit or tax-related administrative or judicial proceeding against any Member, even though it relates to the Company. The Tax Matters Person may not compromise any dispute with the Internal Revenue Service without the approval of the Members.

11.6. *Tax Elections.* The Tax Matters Person shall have the authority to make all Company elections permitted under the Code, including, without limitation, elections of methods of depreciation and elections under Code Section 754. The decision to make or not make an election shall be at the Tax Matters Person's sole and absolute discretion.

11.7. *Title to Company Property .*

11.7.1. Except as provided in Section 11.7.1, all real and personal property acquired by the Company shall be acquired and held by the Company in its name.

11.7.2. The Member may direct that legal title to all or any portion of the Company's property be acquired or held in a name other than the Company's name. Without limiting the foregoing, the Member may cause title to be acquired and held in its name or in the names of trustees, nominees, or straw parties for the Company. It is expressly understood and agreed that the manner of holding title to the Company's property (or any part thereof) is solely for the convenience of the Company, and all of that property shall be treated as Company property.

ARTICLE 12 GENERAL PROVISIONS

12.1. *Assurances.* Each Member shall execute all such certificates and other documents and shall do all such filing, recording, publishing and other acts as the Member deems appropriate to comply with the requirements of law for the formation and operation of the Company and to comply with any laws, rules, and regulations relating to the acquisition, operation, or holding of the property of the Company.

12.2. *Notifications.* Any notice, demand, consent, election, offer, approval, request, or other communication (collectively, a "Notice") required or permitted under this Agreement must be in writing and either delivered personally sent by certified or registered mail, postage prepaid, return receipt requested sent by recognized overnight delivery service or by facsimile transmittal. A notice must be addressed to an Interest Holder at the Interest Holder's last known address on

the records of the Company. A notice to the Company must be addressed to the Company's principal office. A notice delivered personally will be deemed given only when acknowledged in writing by the person to whom it is delivered. A notice that is sent by mail will be deemed given three (3) business days after it is mailed. A notice sent by recognized overnight delivery service will be deemed given when received or refused. A notice sent by facsimile shall be deemed given when sent provided notice by personal delivery or overnight delivery service is effective the day following such facsimile transmission. Any party may designate, by notice to all of the others, substitute addresses or addressees for notices; and, thereafter, notices are to be directed to those substitute addresses or addressees.

12.3. *Specific Performance.* The parties recognize that irreparable injury will result from a breach of any provision of this Agreement and that money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, any party who may be injured (in addition to any other remedies which may be available to that party) shall be entitled to one or more preliminary or permanent orders (i) restraining and enjoining any act which would constitute a breach or (ii) compelling the performance of any obligation which, if not performed, would constitute a breach.

12.4. *Complete Agreement.* This Agreement constitutes the complete and exclusive statement of the agreement among the Members. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty.

12.5. *Amendment.* Except as expressly provided otherwise herein, this Agreement may be amended upon the unanimous written consent of all of the Members.

12.6. *Applicable Law.* All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of Illinois.

12.7. *Titles.* The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

12.8. *Binding Provisions.* This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns.

12.9. *Jurisdiction and Venue.* Any suit involving any dispute or matter arising under this Agreement may only be brought in any United States District Court in the State of Illinois or Illinois or any Illinois or Illinois State Court having jurisdiction over the subject matter of the dispute or matter. All Members hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

12.10. *Terms.* Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

MT PROPERTY HOLDINGS, LLC OPERATING AGREEMENT

EXHIBIT A
LIST OF MEMBERS, CAPITAL, AND PERCENTAGES

<u>Name of Members</u>	<u>Initial Capital Contribution</u>	<u>Number and Class of Units</u>
Michael Rumman	\$196.00	196 Class A Units
Antoin S. Rezko	\$784.00	784 Class B Units
H. Edward Wynn	\$20.00	20 Class C Units
Total	\$1,000	1,000 Units

MT PROPERTY HOLDINGS, LLC OPERATING AGREEMENT
Doc. #1065657v8

CONSENT RESOLUTION
MT PROPERTY HOLDINGS, LLC

WHEREAS, the Members of MT Property Holdings, LLC are Antoin Rezko, Michael Rumman, and H. Edward Wynn; and

WHEREAS, Exhibit A of the Amended and Restated Operating Agreement of MT Property Holdings, LLC, states the number of units as:

196 Class A Units
784 Class B Units
20 Class C Units

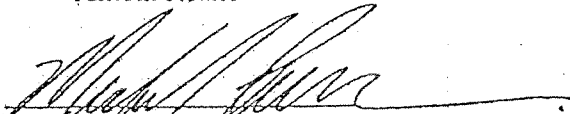
WHEREAS, the Members wish to restate the number of Units to reflect the same percentages of ownership, as follows:

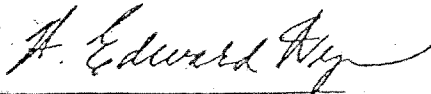
19.6 Class A Units
78.4 Class B Units
2.0 Class C Units

NOW, THEREFORE, having considered the matter, the Members of MT Property Holdings, LLC, hereby Consent to the Restatement of the Units in Exhibit A as described herein.

Dated this 14th day of June, 2006.


Antoin Rezko


Michael Rumman


H. Edward Wynn

GUARANTOR SETTLEMENT AGREEMENT AND
ASSIGNMENT OF MEMBERSHIP INTEREST

THIS GUARANTOR SETTLEMENT AGREEMENT AND ASSIGNMENT OF MEMBERSHIP INTEREST (this "Agreement and Assignment") is made as of this 4th day of May, 2007, by and among Antoin S. Rezko, an individual ("Rezko"), REZMAR CORPORATION, an Illinois corporation ("Rezmar"), and EQUITY INVESTMENT I, LLC, a Delaware limited liability company ("Assignee"), and Residential Funding Company, LLC, a Delaware limited liability company, successor by conversion to Residential Funding Corporation, a Delaware corporation ("Mezzanine Lender").

WITNESSETH:

A. Pursuant to a Loan Agreement dated as of December 12, 2002, as amended by a First Amendment to Loan Documents and Ratification Agreement dated as of January 22, 2004, and a Second Amendment to Loan Documents and Ratification Agreement dated as of March 31, 2006 (collectively, the "Loan Agreement"), Mezzanine Lender made a loan to Irving Park Development, L.L.C., an Illinois limited liability company ("Borrower"), the current principal amount outstanding of which is \$3,078,900.00 (the "Loan"). The Loan Agreement and any other documents evidencing or securing the Loan or executed in connection therewith, are hereinafter collectively referred to as the "Loan Documents." Capitalized terms used in this Agreement and Assignment without further definition have the meanings given in the Loan Agreement.

B. An Event of Default currently exists under the terms of the Loan Agreement due to, among other things, Borrower's failure to pay all outstanding amounts due under the Loan on the Maturity Date of December 31, 2006. Notwithstanding the occurrence of such Event of Default, pursuant to the terms of a Standstill Agreement dated as of March 7, 2007, Mezzanine Lender agreed to refrain from exercise of its default remedies under the terms of the Loan Documents from the date of the Event of Default through July 31, 2007.

C. Rezmar is an Affiliate of Borrower. The Loan is secured in part by a Guaranty dated December 12, 2004, and a Guaranty dated January 22, 2004, each made by Rezmar in favor of Mezzanine Lender (together, the "Guaranty"). Pursuant to the terms of the Guaranty, Rezmar may be liable to Mezzanine Lender as a result of Borrower's Event of Default under the Loan. Rezmar and Mezzanine Lender desire to settle any and all claims of Mezzanine Lender against Rezmar arising from the Guaranty (collectively, the "Rezmar Guaranty Claims").

D. Rezko is an Affiliate of Rezmar and will benefit from the settlement of the Rezmar Guaranty Claims. Rezko owns in excess of 1.0 membership units in MT Property Holdings, LLC ("MT"). MT, in turn, owns, 98.1% of the available membership interests in Heritage Development Partners, LLC ("Heritage"), and Heritage owns 50% of the common membership units in Riverside District Development, LLC ("RDD"). General Mediterranean Holdings, SA ("GMH"), owns the balance of the common membership units in RDD, and all of the preferred membership units in RDD. RDD is the owner of that certain vacant property containing approximately 62 acres, located at Roosevelt and Clark Streets, Chicago Illinois, and

more particularly described on Exhibit A attached hereto (the "Property"). GMH has voting control of RDD and certain preferential distribution rights as set forth in various operating and other agreements concerning the entities, copies of which have been provided to Assignee.

E. Rezko desires to assign 1.0 Units (the "Assigned Units") to Assignee in return for a release of Rezmar from all Rezmar Guaranty Claims. Assignee is an Affiliate of Mezzanine Lender and Mezzanine Lender will derive benefit from the assignment of the Unit to Assignee. Assignee desires to accept the Assigned Units and Mezzanine Lender desires to grant the limited release contained in this Agreement.

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

1. Assignment. Rezko assigns, transfers and conveys to Assignee, 1.0 Units, together with all of the rights and interests to receive any distributions or any other payment in respect thereof. Rezko has informed Mezzanine Lender and Assignee that it may, by amendment to the Operating Agreement of Heritage, dilute the percentage ownership interest of Assignee represented by the single assigned Unit in MT. In the event of any such dilution, Rezko agrees to execute such documents and make such transfers, in forms reasonably acceptable to Assignee, as are reasonably necessary to ensure that Assignee holds a 1% ownership interest in MT.

2. Acceptance. Assignee accepts such assignment and agrees to be bound by all of the obligations, agreements and covenants contained in the Amended and Restated Operating Agreement of MT, dated January 1, 2006 (the "Operating Agreement"), in respect of the Units. No promise or inducement for Assignee to accept this Agreement and Assignment has been made to Assignee or Mezzanine Lender except as expressly set forth herein.

3. Release.

i. Mezzanine Lender, for itself, and all other persons claiming by, through or under Mezzanine Lender, hereby releases, discharges and settles any and all Rezmar Guaranty Claims, including, without limitation, any and all demands and judgments of any nature whatsoever, both known and unknown, absolute or contingent, that Mezzanine Lender has, ever had or may presently have or hereafter acquire, by reason of any matter, cause or thing whatsoever from the beginning of time up to and including the date of this Agreement and Assignment, in any way based upon or arising out of the Guaranty.

ii. Each of Rezko and Rezmar, for himself and itself and his or its successors and assigns, hereby absolutely and irrevocably waives, releases, and forever discharges Assignee and Mezzanine Lender and their respective officers, shareholders, directors, agents, employees and successors and assigns from any and all claims, rights, demands, actions, suits, causes of action, damages, obligations and liabilities of every kind or nature, known or unknown, fixed or contingent, foreseen or unforeseen, through the date hereof arising out of or relating to the Loan, the Loan Documents, this Agreement and Assignment or the Project. Rezko and Rezmar each acknowledge and agree that the matters released herein are not limited to matters that are known or disclosed.

4. Representations and Warranties of Rezko and Rezmar. Rezko and Rezmar represent to Assignee and Mezzanine Lender as follows:

i. Rezko is the sole owner of the Assigned Units, free and clear of any and all liens and claims whatsoever. No other person has control of the Assigned Units.

ii. No security agreement, financing statement, assignment, or equivalent lien instrument covering all or any part of the Assigned Units is on file or of record in any public office or at the records of MT. As of the date hereof, there are no certificates, instruments or other documents evidencing any of the Assigned Units other than the Operating Agreement, and such amendments to the Operating Agreement as have been provided to Lender..

iii. Upon the completion of this Agreement and Assignment all steps necessary to assign the Assigned Units to Assignee will have been taken. This Agreement and Assignment is the enforceable and binding agreements of Rezko and Rezmar in accordance with its terms.

iv. Rezko and Rezmar have all power, statutory and otherwise, to execute and deliver this Agreement and Assignment, to perform their respective obligations hereunder, all of which have been duly authorized by all necessary action of Rezko and Rezmar. Rezko has the right to transfer all or any part of the Assigned Units free of any lien or encumbrance.

v. No amendments or supplements have been made to the Operating Agreement or articles of organization of MT, or the Operating Agreements of Heritage and RDD since they were originally entered into that have not been provided to Assignee, such articles and Operating Agreements (as so amended) remain in effect, and, to Rezko's knowledge, no party to any of such Operating Agreements is presently in default thereunder.

vi. No authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for (i) Rezko's assignment of the Assigned Units to Assignee pursuant to this Agreement and Assignment, and (ii) the execution, delivery or performance of this Agreement and Assignment by Rezko and Rezmar.

vii. No promise or inducement for Rezko or Rezmar to accept this Agreement and Assignment has been made to Rezko or Rezmar except as expressly set forth herein.

viii. Rezko and Rezmar have each been advised to consult with counsel before accepting this Agreement and Assignment and each has had the opportunity to do so.

5. Acknowledgements of Assignee. Assignee and Mezzanine Lender, as applicable, acknowledge and agree that:

i. There can be no assurance that (i) by pursuing the Rezmar Guaranty Claims Mezzanine Lender would either obtain a judgment in the amounts claimed or that

any judgment obtained would be able to be satisfied by Rezmar, and (ii) any distributable proceeds will be available to any Unit owner of MT in the foreseeable future or in any specified amount.

ii. Except as expressly set forth in this Agreement and Assignment, neither Mezzanine Lender nor Assignee has relied upon any representation of any party, including Rezko and Rezmar, or of either of their attorneys, agents or other representatives concerning the nature, value or extent of either the Rezmar Guaranty Claims or the Assigned Units.

iii. No promise or inducement for Assignee or Mezzanine Lender to accept this Agreement and Assignment has been made to Assignee or Mezzanine Lender except as expressly set forth herein.

iv. Rezko has provided to Assignee, Mezzanine Lender, and their legal counsel an opportunity to review the various Operating Agreements of MT, Heritage and RDD, as each has been amended from time to time, and, other than as set forth herein, Assignee and Mezzanine Lender, upon their execution of this Agreement, shall each be deemed to desire no additional information from Rezko or Rezmar in order to evaluate the assignment of the Assigned Units to Assignee.

v. Upon execution of this Agreement by Assignee, Rezko shall not be liable to Assignee for any claims set forth in the Loan Documents, except as may arise under the terms of the Hazardous Materials Indemnity Agreement and Retained Liabilities Agreement constituting part of the Loan Documents and executed by Rezko.

vi. Assignee and Mezzanine Lender have been advised to consult with counsel before accepting this Agreement and Assignment and each has had the opportunity to do so.

6. No Waiver of Other Loan Claims. Rezko and Rezmar each acknowledge and agree that, except as set forth in this Agreement and Assignment with respect to the Rezmar Guaranty Claims, all of the terms and conditions of the Loan Documents remain in full force and effect in accordance with their terms and this Agreement and Assignment shall not be deemed to constitute, or be construed as a waiver, forgiveness or amendment to any other term or condition of the Loan Documents, or of any default or Event of Default, whether now existing or hereinafter arising. Rezko and Rezmar further acknowledge that, except for the Guaranty (in connection with which Assignee has released its rights by this Agreement and Assignment), the execution of this Agreement and Assignment by Assignee will not prejudice any right or remedy that Mezzanine Lender now has, or will have in the future, under or in connection with the Loan Agreement or any other document evidencing the Loan; and (ii) Mezzanine Lender has not defaulted under, and is currently in compliance with all of the rights, duties and obligations of Mezzanine Lender set forth in, the Loan Documents.

7. Miscellaneous.

i. This Agreement and Assignment constitutes the entire agreement among the parties hereto and supersedes all prior agreements, correspondence, conversations and

negotiations with respect to the subject matter hereof. There are no third party beneficiaries to this Agreement.

ii. If any provision hereof shall be declared by any court of competent jurisdiction illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

iii. This Agreement and Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors in interest and assigns.

iv. In the event of a breach of this Agreement and Assignment by either party hereto, the non-breaching party shall be entitled to recover from the breaching party all fees and costs incurred (including legal fees and court costs) by the non-breaching party in seeking to enforce the terms and conditions of this Agreement and Assignment.

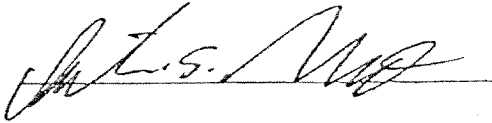
v. This Agreement and Assignment shall be governed by and construed according to the substantive laws of the State of Minnesota without application of any choice of law principals that would cause the laws of any other jurisdiction to be applicable.

vi. This Agreement and Assignment 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 be deemed to be one and the same instrument.


[Signature Page Immediately Following]

IN WITNESS WHEREOF, the parties have caused this Agreement and Assignment to be duly executed as of the day and year first above written.

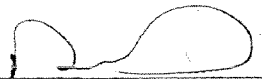
ANTOIN S. REZKO



RESIDENTIAL FUNDING COMPANY,
LLC, a Delaware limited liability company,
successor by conversion to Residential
Funding Corporation, a Delaware corporation

By: 
David M. Bormes
Senior Managing Director

EQUITY INVESTMENT I, LLC, a Delaware
limited liability company

By: 
Name: David M. Bormes
Its: Vice President

CONSENT

The undersigned, Michael Rumman, being the only member of MT other than Rezko, hereby consents to the foregoing assignment to Assignee.

_____, 2007

MICHAEL RUMMAN

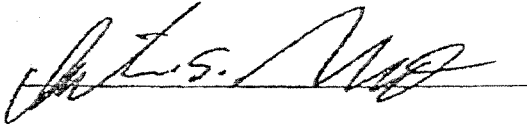
May 05 07 08:09a Michael Rumman

3125670076

p.2

IN WITNESS WHEREOF, the parties have caused this Agreement and Assignment to be duly executed as of the day and year first above written.

ANTOIN S. REZKO



RESIDENTIAL FUNDING COMPANY, LLC, a Delaware limited liability company, successor by conversion to Residential Funding Corporation, a Delaware corporation

By: _____
David M. Bormes
Senior Managing Director

EQUITY INVESTMENT I, LLC, a Delaware limited liability company

By: _____
Name: _____
Its: _____

CONSENT

The undersigned, Michael Rumman, being the only member of MT other than Rezko, hereby consents to the foregoing assignment to Assignee.

May 4, 2007


MICHAEL RUMMAN

Exhibit A

Legal Description of RDD Property

**MT PROPERTY HOLDINGS, LLC
AMENDMENT TO AMENDED AND RESTATED
OPERATING AGREEMENT**

This Amendment to the Amended and Restated Operating Agreement of MT Property Holdings, LLC (this "Amendment") is made as of March 15, 2007 by those Members who have executed this Amendment below.

WHEREAS, the Members have heretofore executed an Amended and Restated Operating Agreement effective June 24, 2005 (the "Agreement"); and

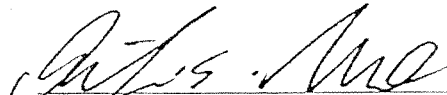
WHEREAS, the Members desire to amend the Agreement to permit transfers of Units in certain situations.

NOW, THEREFORE, the Agreement is hereby amended as follows:

Section 8.1 of the Agreement shall be deleted in its entirety and replaced with the following:

8.1 *Transfer.* No Person may Transfer all or any portion or any interest or rights in the Person's Membership Rights or Interest without the consent of Members holding a majority of the Units of the Company. An informal consent to any such transfer which is executed by Members holding a majority of the Units pursuant to this Section 8.1 shall not be required to comply the notice provisions of Section 9.2.8 of this Agreement.

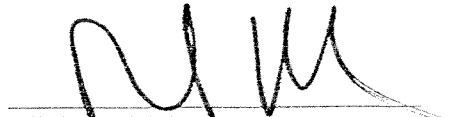
IN WITNESS WHEREOF, the undersigned have executed this MT Property Holdings, LLC Amendment to Amended and Restated Operating Agreement as of the day and year first written above.



Antoin S. Rezko



Michael Rumman



Michel Malek