

Return Address:
MADISON TITLE AGENCY,LLC
NATIONAL COMMERCIAL DEPT
1125 OCEAN AVENUE
LAKEWOOD NJ 08701
MTA 035980



200708100191

Skagit County Auditor

8/10/2007 Page

1 of

36 4:24PM

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LAND TITLE OF SKAGIT COUNTY

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet**

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in):
LOAN ASSUMPTION AND SUBSTITUTION AGREEMENT

Reference Number(s) of Documents assigned or released: 200512290185, 200512290186,
200512290066

Grantor(s) (Last name, First name, initials): BFO FACTORY SHOPPES LLC, a Delaware limited
liability company

Grantee(s) (Last name first, then first name and initials):
WELLS FARGO BANK, N.A., as Trustee for the Registered Holders of Wachovia Bank
Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates Series 2006-C23

Legal description (abbreviated: i.e. lot, block, plat or section, township, range): Lot 1 and 3 City of Burlington
Short Plat No. 1-92 & Parcel A & B of City of Burlington Short Plat No.B-1-92 being a portion NE1/4 NE1/4, 7-
34-4 E W.M. See Exhibit A attached hereto and made a part hereof.

Assessor's Property Tax Parcel/Account Number: P24042; P24037; P24041; P101766 See
Exhibit A attached hereto and made a part hereof.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to
verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW
36.18.010. I understand that the recording process requirements may cover up or otherwise
obscure some part of the text of the original document.

Signature of Requesting Party

Prepared by and upon
recording, return to:
James A. L. Daniel, Jr., Esq.
Alston & Bird LLP
101 S. Tryon Street, Suite 4000
Charlotte, NC 28280-4000

WELLS FARGO BANK, N.A., as Trustee
for the Registered Holders of Wachovia Bank
Commercial Mortgage Trust, Commercial Mortgage
Pass-Through Certificates Series 2006-C23

**LOAN ASSUMPTION
AND
SUBSTITUTION AGREEMENT**

Date: As of August 9th, 2007

LOAN ASSUMPTION AND SUBSTITUTION AGREEMENT

THIS LOAN ASSUMPTION AND SUBSTITUTION AGREEMENT (this "**Agreement**") is made and entered into as of August 9th, 2007, by and among BFO FACTORY SHOPPES LLC, a Delaware limited liability company, having an address at 6250 N. River Road, Suite 10-400, Rosemont, IL 60018, Attn: David Tinkham ("**Assuming Borrower**"), HORIZON GROUP PROPERTIES, INC., a Maryland corporation, having an address at 6250 N. River Road, Suite 10-400, Rosemont, IL 60018, Attn: David Tinkham ("**Assuming Guarantor**"), FIRST HORIZON GROUP LIMITED PARTNERSHIP, a Delaware limited partnership, having an address at 217 East Redwood Street, 20th Floor, Baltimore, MD 21202, Attn: Eric Kaline ("**Original Borrower**"), and PRIME OUTLETS ACQUISITION COMPANY LLC, a Delaware limited liability company, having an address at 217 East Redwood Street, 20th Floor, Baltimore, MD 21202, Attn: Eric Kaline (individually and collectively, if more than one, "**Original Guarantor**") in favor of WELLS FARGO BANK, N.A., as Trustee for the Registered Holders of Wachovia Bank Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates Series 2006-C23, whose mailing address is c/o Wachovia Securities, Commercial Real Estate Services, 8739 Research Drive-URP4, Charlotte, NC 28288-1075 (28262-1075 for overnight deliveries), Attn: Portfolio Manager ("**Lender**").

Recitals

A. Wachovia Bank, National Association (the "**Original Lender**"), pursuant to the Loan Documents (as hereinafter defined) made a loan to Original Borrower in the original principal amount of \$54,000,000.00 (the "**Loan**"). The Loan is evidenced and secured by the following documents executed in favor of Original Lender by Original Borrower and Original Guarantor:

- (1) Promissory Note dated as of December 22, 2005, payable by Original Borrower to Original Lender in the original principal amount of \$54,000,000.00 (the "**Note**");
- (2) Mortgage, Assignment of Leases and Rents, Fixture Filing, Security Agreement and Financing Statement of even date with the Note, granted by Original Borrower to Original Lender, recorded as document number 1383734 in the real estate records of Winnebago County, Wisconsin (the "**Winnebago County Recorder's Office**") (the "**Oshkosh Mortgage**");
- (3) Assignment of Leases and Rents and Security Deposits of even date with the Note granted by Original Borrower to Original Lender, recorded as document number 1383735 in the Winnebago County Recorder's Office (the "**Oshkosh Assignment**");
- (4) UCC-1 financing statements with Original Borrower as debtor and Original Lender as secured party, filed with the Winnebago County Recorder's Office as document number 1383484 and with the Secretary of State of the State of Delaware as document number 54018025 (the "**Oshkosh Financing Statements**");

- (5) Mortgage, Assignment of Leases and Rents, Fixture Filing, Security Agreement and Financing Statement of even date with the Note, granted by Original Borrower to Original Lender, recorded as document number 06010240 in the real estate records of Steuben County, Indiana (the "**Steuben County Recorder's Office**") (the "**Fremont Mortgage**");
- (6) Assignment of Leases and Rents and Security Deposits of even date with the Note granted by Original Borrower to Original Lender, recorded as document number 06010241 in the Steuben County Recorder's Office (the "**Fremont Assignment**");
- (7) UCC-1 financing statements with Original Borrower as debtor and Original Lender as secured party, filed with the Steuben County Recorder's Office as document number 500250 and with the Secretary of State of the State of Delaware as document number 54017662 (the "**Fremont Financing Statements**");
- (8) Deed of Trust, Assignment of Leases and Rents, Fixture Filing, Security Agreement and Financing Statement of even date with the Note, granted by Original Borrower to Land Title Company of Skagit County, as Trustee for the benefit of Original Lender, recorded as document number 200512290185 in the real estate records of Skagit County, Washington (the "**Skagit County Recorder's Office**") (the "**Burlington Mortgage**") (the Burlington Mortgage, the Oshkosh Mortgage and the Fremont Mortgage are also referred to herein individually as a "**Mortgage**" and collectively as the "**Mortgages**");
- (9) Assignment of Leases and Rents and Security Deposits of even date with the Note granted by Original Borrower to Original Lender, recorded as document number 200512290186 in the Skagit County Recorder's Office (the "**Burlington Assignment**" and collectively with the Oshkosh Assignment and the Fremont Assignment, the "**Assignments**");
- (10) UCC-1 financing statements with Original Borrower as debtor and Original Lender as secured party, filed with the Skagit County Recorder's Office as document number 200512290066 and with the Secretary of State of the State of Delaware as document number 54018405 (the "**Burlington Financing Statements**" and collectively with the Oshkosh Financing Statements and the Fremont Financing Statements, the "**Financing Statements**");
- (11) Guaranty of even date with the Note by Original Guarantor for the benefit of Original Lender (the "**Guaranty**");
- (12) Central Account Agreement of even date with the Note by and among Original Borrower, Original Lender and Wachovia Bank, National Association in its capacity as "**Bank**" (as amended, the "**Central Account Agreement**"); and
- (13) Rent Account Agreement of even date with the Note by and among Original Borrower, Original Lender and Wachovia Bank, National Association in its capacity as "**Rent Account Bank**" (as amended, the "**Rent Account Agreement**").



The foregoing documents, together with any and all other documents executed by Original Borrower and/or Original Guarantor in connection with the Loan, are collectively called the "**Loan Documents**." As used herein, the term "**Assuming Obligors**" shall mean Assuming Borrower and Assuming Guarantor; and the term "**Original Obligors**" shall mean Original Borrower and Original Guarantor.

B. Original Lender assigned, sold and transferred its interest in the Loan and all Loan Documents to Lender and Lender is the current holder of all of Original Lender's interest in the Loan and Loan Documents.

C. Original Borrower continues to be the owner of the Property (as defined below).

D. Pursuant to that certain Real Estate Purchase Agreement (as amended, the "**Sales Agreement**"), Original Borrower agreed to sell, and Assuming Borrower agreed to purchase: (i) that certain real property more particularly described on **Exhibit A-1** attached hereto, together with all other property encumbered by the Oshkosh Mortgage, the Oshkosh Assignment and the Oshkosh Financing Statements (the "**Oshkosh Property**"); (ii) that certain real property more particularly described on **Exhibit A-2** attached hereto, together with all other property encumbered by the Fremont Mortgage, the Fremont Assignment and the Fremont Financing Statements (the "**Fremont Property**"); and (iii) that certain real property more particularly described on **Exhibit A-3** attached hereto, together with all other property encumbered by the Burlington Mortgage, the Burlington Assignment and the Burlington Financing Statements (the "**Burlington Property**" and collectively with the Oshkosh Property and the Fremont Property, the "**Property**"). The Sales Agreement requires that the Assuming Borrower assume the Loan and the obligations of Original Borrower under the Loan Documents, and conditions the closing of the sale of the Property upon the Lender's consent to the sale of the Property and the assumption of the Loan.

E. Pursuant to Section 9.04(A) of each Mortgage, Original Borrower has the right to sell the Property to a third party subject to the satisfaction of certain conditions specified therein. Original Borrower and Assuming Borrower have requested that Lender consent to the sale, conveyance, assignment and transfer of the Property (the "**Sale**") by Original Borrower to Assuming Borrower, subject to the Mortgage and the other Loan Documents, and to the assumption by Assuming Borrower of the Loan and the assumption by Assuming Obligors of the obligations of Original Obligors under the Loan Documents, to the extent set forth herein (the "**Assumption**").

F. Lender is willing to consent to the Sale, subject to the Mortgage and the other Loan Documents, and to the Assumption on and subject to the terms and conditions set forth in this Agreement and in the Mortgage and in the other Loan Documents.

G. Lender, Original Obligors and Assuming Obligors by their respective executions hereof, evidence their consent to the Sale and the Assumption as hereinafter set forth.

Statement of Agreement

In consideration of the mutual covenants and agreements set forth herein, the parties hereto hereby agree as follows:



1. Representations, Warranties, and Covenants of Original Obligors, Release of Lender.

(a) Original Obligors hereby represent to Lender, as of the date hereof, that (i) simultaneously with the execution and delivery hereof, Original Borrower has conveyed and transferred all of the Property to Assuming Borrower; (ii) simultaneously with the execution and delivery hereof, Original Borrower has assigned and transferred to Assuming Borrower all leases, tenancies, security deposits and prorated rents of the Property in effect as of the date hereof ("**Leases**") retaining no rights therein or thereto; (iii) Original Borrower has not received a mortgage from Assuming Borrower encumbering any portion of the Property to secure the payment of any sums due Original Borrower or obligations to be performed by Assuming Borrower; (iv) except as may otherwise be permitted pursuant to the Loan Documents, each Mortgage is a valid first lien on the Property encumbered thereby for the full unpaid principal amount of the Loan and all other amounts as stated therein; (v) no Default or Event of Default (each as defined in the Mortgages) has occurred and is continuing; (vi) there are no defenses, set-offs or rights of defense, set-off or counterclaim whether legal, equitable or otherwise to the obligations evidenced by or set forth in the Loan Documents; (vii) all provisions of the Loan Documents are in full force and effect, except as modified herein; (viii) except as may otherwise be permitted pursuant to the Loan Documents, there are no subordinate liens of any kind covering or relating to the Property nor are there any mechanics' liens or liens for unpaid taxes or assessments encumbering the Property, nor has notice of a lien or notice of intent to file a lien been received; and (ix) the representations and warranties made by Original Obligors in the Loan Documents or in any other documents or instruments delivered in connection with the Loan Documents, including, without limitation, all representations and warranties with respect to environmental matters, are true, on and as of the date hereof, with the same force and effect as if made on and as of the date hereof, except any representation and/or warranty that the Fremont Property is in compliance with the parking requirements of Steuben County, Indiana.

(b) Original Obligors hereby covenant and agree that: (i) from and after the date hereof, Lender may deal solely with Assuming Obligors in all matters relating to the Loan, the Loan Documents, and the Property; (ii) they shall not at any time hereafter take (x) a mortgage or other lien encumbering any portion of the Property or (y) a pledge of direct or indirect interests in Assuming Borrower from Assuming Obligors to secure any sums to be paid or obligations to be performed by Assuming Obligors so long as any portion of the Loan remains unpaid; and (iii) Lender has no further duty or obligation of any nature relating to this Loan or the Loan Documents to Original Obligors.

Original Obligors understand and intend that Lender shall rely on the representations, warranties and covenants contained herein.

2. Representations, Warranties, and Covenants of Assuming Obligors.

(a) Assuming Obligors hereby represent and warrant to Lender, as of the date hereof, that: (i) simultaneously with the execution and delivery hereof, Assuming Borrower has purchased from Original Borrower all of the Property, and has accepted Original Borrower's assignment of the Leases; (ii) Assuming Borrower has assumed the performance of Original Borrower's obligations under the Leases from and after the date hereof; (iii) Assuming Borrower



has not granted to Original Borrower (x) a mortgage or other lien upon any portion of the Property or (y) a pledge of direct or indirect interests in the Assuming Borrower to secure any debt or obligations owed to Original Borrower; (iv) to the knowledge of Assuming Obligors, no Default or Event of Default has occurred or is continuing; (v) to the knowledge of Assuming Obligors, all provisions of the Loan Documents are in full force and effect; (vi) to the knowledge of Assuming Obligors, the representations and warranties made in the Loan Documents or in any other documents or instruments delivered in connection with the Loan Documents are true, on and as of the date hereof, except any representation and/or warranty that the Fremont Property is in compliance with the parking requirements of Steuben County, Indiana; and (vii) Assuming Obligors have reviewed all of the Loan Documents and consent to the terms thereof.

(b) Assuming Borrower shall not hereafter, without Lender's prior consent in accordance with the terms of the Loan Documents, further encumber the Property or sell or transfer the Property or any interest therein, except as may be specifically permitted in the Loan Documents. Assuming Obligors have no knowledge that any of the representations and warranties made by the Original Obligors herein are untrue, incomplete, or incorrect, except any representation and/or warranty that the Fremont Property is in compliance with the parking requirements of Steuben County, Indiana.

(c) Assuming Guarantor hereby represents and warrants to the Lender that Assuming Guarantor is an affiliate of the Assuming Borrower and Assuming Guarantor will derive substantial economic benefit from the Lender's consent to the Assumption. The Assuming Guarantor hereby acknowledges and agrees that the Assuming Guarantor has executed this Agreement and agreed to be bound by the covenants and agreements set forth herein in order to induce the Lender to consent to the transaction described herein. Accordingly, the Assuming Guarantor acknowledges that the Lender would not consent to the transaction described herein without the execution and delivery by the Assuming Guarantor of this Agreement.

(d) Assuming Borrower certifies to Lender that all funds used by Assuming Borrower at closing were provided by its members as capital contributions and are not secured directly or indirectly by an interest in Assuming Borrower or other collateral for the Loan.

Assuming Obligors understand and intend that Lender shall rely on the representations, warranties and covenants contained herein.

3. **Assumption of Obligations of Borrower.** Assuming Borrower hereby assumes the Debt (as defined in each Mortgage) and Assuming Borrower hereby assumes all the other obligations of Original Borrower of every type and nature set forth in the Loan Documents in accordance with their respective terms and conditions, as the same may be modified by this Agreement. Assuming Borrower further agrees to abide by and be bound by all of the terms of the Loan Documents applicable to the "Borrower" and "Assignor" (as applicable), in accordance with their respective terms and conditions, including but not limited to, the representations, warranties, covenants, assurances and indemnifications therein, all as though each of the Loan Documents had been made, executed, and delivered by Assuming Borrower. Assuming Borrower agrees to pay when and as due all sums due under the Note and agrees to pay, perform, and discharge each and every other obligation of payment and performance of the "Borrower" and "Assignor" (as applicable) pursuant to and as set forth in the Loan Documents at the time, in



the manner and otherwise in all respects as therein provided. Assuming Borrower hereby acknowledges, agrees and warrants that (i) to the best of its knowledge, there are no rights of set-off or counterclaim, nor any defenses of any kind, whether legal, equitable or otherwise, which would enable Assuming Borrower to avoid or delay timely performance of its obligations under the Loan Documents, as applicable; (ii) to the best of its knowledge, there are no monetary encumbrances or liens of any kind or nature against the Property except those created by the Loan Documents, and all rights, priorities, titles, liens and equities securing the payment of the Note are expressly recognized as valid and are in all things renewed, continued and preserved in force to secure payment of the Note, except as amended herein; and (iii) the Loan will remain cross-collateralized by each Cross-collateralized Mortgage and each Cross-collateralized Property (each as defined in the Mortgages) pursuant to the terms of the Loan Documents.

4. **Assumption of the Obligations of the Guarantor under the Guaranty; Substitution of Guarantor.** From and after the date of this Agreement, the Assuming Guarantor shall be obligated and responsible for the performance of each and all of the obligations and agreements of the "Guarantor" under the Guaranty and the other Loan Documents to which Original Guarantor is a party, and the Assuming Guarantor shall be liable and responsible for each and all of the liabilities of the Guarantor thereunder, and shall be substituted in lieu of and in place of the Original Guarantor, as fully and completely as if the Assuming Guarantor had originally executed and delivered such Loan Documents as the Guarantor thereunder, including, without limitation, all of those obligations, agreements and liabilities which would have, but for the provisions of this Agreement, been the obligations, agreements and liabilities of the Original Guarantor, without regard to when such obligations, agreements and liabilities arise, accrue or have arisen or accrued, and without regard to the Guarantor then responsible or liable therefor at the time of such accrual. From and after the date hereof, the Assuming Guarantor further agrees to abide by and be bound by all of the terms of the Loan Documents having reference to the Guarantor, all as though each of the Loan Documents to which the Original Guarantor is a party had been made, executed, and delivered by the Assuming Guarantor as the Guarantor. From and after the date hereof, the Assuming Guarantor hereby agrees to pay, perform, and discharge each and every obligation of payment and performance of the Guarantor under, pursuant to and as set forth in the Loan Documents at the time, in the manner and otherwise in all respects as therein provided.

5. **Notices to Guarantor.** Without amending, modifying or otherwise affecting the provisions of the Loan Documents except as expressly set forth herein, the Lender shall, from and after the date of this Agreement, deliver any notices to the Guarantor which are required to be delivered pursuant to the Loan Documents, or are otherwise delivered by the Lender thereunder at Lender's sole discretion, to the Assuming Guarantor's address set forth above.

6. **Consent to Conveyance, Assumption and Substitution of Guarantor; Release of Original Obligors.** Subject to the terms and conditions set forth in this Agreement, Lender consents to the Sale, subject to the Mortgages and the other Loan Documents and the Assumption. Original Obligors are hereby released from any liability to Lender under any and all of the Loan Documents first arising or accruing subsequent to the Assumption. Lender's consent to the Sale and Assumption shall, however, not constitute its consent to any subsequent transfers of the Property. Original Obligors hereby acknowledge and agree that the foregoing release shall not be construed to release Original Obligors from any personal liability under the



Note or any of the other Loan Documents for any act or event occurring or obligation arising prior to or simultaneously with the closing of the transaction described herein.

7. **Release and Covenant Not to Sue.** Original Obligors and Assuming Obligors, on behalf of themselves and their heirs, successors and assigns, hereby release and forever discharge Lender, any trustee of the Loan, any servicer of the Loan, each of their respective predecessors in interest and successors and assigns, together with the officers, directors, partners, employees, investors, certificate holders and agents of each of the foregoing (collectively, the "***Lender Parties***"), from all debts, accountings, bonds, warranties, representations, covenants, promises, contracts, controversies, agreements, claims, damages, judgments, executions, actions, inactions, liabilities demands or causes of action of any nature, at law or in equity, known or unknown, which Original Obligors and Assuming Obligors now have by reason of any cause, matter, or thing through and including the date hereof, including, without limitation, matters arising out of or relating to: (a) the Loan, including, without limitation, its funding, administration and servicing; (b) the Loan Documents; (c) the Property; (d) any reserve and/or escrow balances held by Lender or any servicers of the Loan; or (e) the Sale or Assumption. Original Obligors and Assuming Obligors, on behalf of themselves and their heirs, successors and assigns, covenant and agree never to institute or cause to be instituted or continue prosecution of any suit or other form of action or proceeding of any kind or nature whatsoever against any of the Lender Parties by reason of or in connection with any of the foregoing matters, claims or causes of action.

8. **Acknowledgment of Indebtedness.** This Agreement recognizes the reduction of the principal amount of the Note and the payment of interest thereon to the extent of payments made by Original Borrower prior to the date of execution of this Agreement. The parties acknowledge and agree that, as of the date of this Agreement, the principal balance of the Note is \$52,961,213.42 and interest on the Note is paid to July 10, 2007. Assuming Borrower acknowledges and agrees that the Loan, as evidenced and secured by the Loan Documents, is a valid and existing indebtedness payable by Assuming Borrower to Lender. The parties acknowledge that Lender is holding the following escrow and/or reserve balances:

Tax Escrow:	\$258,443.93
Insurance Escrow:	\$ 50,732.22
Replacement Reserve:	\$116,051.03
Tenant Improvement Reserve:	\$348,300.85

The parties acknowledge and agree that Lender shall continue to hold the escrow and reserve balances for the benefit of Assuming Borrower in accordance with the terms of the Loan Documents. Original Obligors covenant and agree that the Lender Parties have no further duty or obligation of any nature to Original Obligors relating to such escrow and/or reserve balances. Original Obligors hereby release and forever discharge the Lender Parties from any obligations to Original Obligors relating to such escrow and/or reserve balances. Assuming Obligors acknowledge and agree that the funds listed above constitute all of the reserve and escrow funds currently held by Lender with respect to the Loan and authorize such funds to be transferred to an account controlled by Lender for the benefit of Lender and Assuming Borrower.

The parties further acknowledge and agree that Lender shall direct the Bank and the Rent Account Bank to continue to hold and manage the accounts established pursuant to the Central Account Agreement and Rent Account Agreement for the benefit of Assuming Borrower in accordance with the terms thereof. Original Obligors covenant and agree that the Bank, Rent Account Bank and other Lender Parties have no further duty or obligation of any nature to Original Obligors relating to such accounts. Original Obligors hereby release and forever discharge the Bank, Rent Account Bank and other Lender Parties from any obligations to Original Obligors relating to such accounts.

9. **Modifications of the Loan Documents.** The Loan Documents are hereby modified as follows:

(a) The Debt Service Reserve Account established pursuant to Section 11(b) below is added to the list of escrow accounts set forth in Subsection (h) of the Granting Clause of each Mortgage.

(b) The definition of "Environmental Report" in Section 1.01 of each Mortgage is hereby modified to refer to the updated environmental audit report for each Property and any supplements or update thereto, previously delivered to Lender in connection with the Assumption.

(c) The definition of "Escrow Accounts" in Section 1.01 of each Mortgage is hereby modified to include the Debt Service Reserve Account established pursuant to Section 11(b) below.

(d) The definition of "Guaranty" in Section 1.01 of each Mortgage is hereby modified to refer to the Guaranty as assumed by Assuming Guarantor pursuant to the terms hereof and as otherwise amended hereby.

(e) The definition of "Insolvency Opinion" in Section 1.01 and Section 2.02(g)(xix) of each Mortgage is hereby modified to refer to that certain opinion letter relating to substantive non-consolidation of even date with this Agreement delivered by counsel for the Assuming Borrower in connection with the Assumption.

(f) The definition of "Loan Documents" in Section 1.01 of each Mortgage is hereby modified to add this Agreement and the other agreements, instruments, certificates and documents executed in connection with the Assumption as "Loan Documents".

(g) The second and third sentences of the definition of "Transfer" in Section 1.01 of each Mortgage are hereby deleted and the following is added to each Mortgage at the end of such definition:

"Notwithstanding the forgoing: (i) Horizon Group Properties, LP ("***Horizon LP***") shall at all times maintain at least a 51% legal and beneficial ownership interest in the Borrower; (ii) Horizon Group Properties, Inc. shall at all times maintain at least a 51% legal and beneficial ownership interest in Horizon LP; and (iii) Horizon Group Properties, Inc. shall at all times control the management of Horizon LP."



(h) The definition of "Rent Account" in Section 1.01 of each Mortgage is hereby modified such that the term "Bank" is replaced with "a bank, trust company, savings and loan association or savings bank acceptable to Lender in its sole discretion."

(i) The references to the Borrower's legal name, organizational identification number and place of business in Section 2.02(v) of each Mortgage and any other applicable provision of any Loan Document are hereby modified to refer to the legal name, organizational identification number and place of business of Assuming Borrower.

(j) The definition of "Rent Roll" in Section 1.01 and Section 2.05(o)(i) of each Mortgage is hereby modified to refer to that certain certified rent roll delivered to Lender in connection with the Assumption and dated as of the date hereof.

(k) The notice address of the Lender set forth in Section 11.01 and the recitals of each Mortgage, together with all other references to the address of the Lender in the Loan Documents, are hereby deleted and replaced with the following:

"If to Lender:

Wells Fargo Bank, N.A., as Trustee for the Registered
Holders of Wachovia Bank Commercial Mortgage Trust,
Commercial Mortgage Pass-Through Certificates Series
2006-C23
c/o Wachovia Securities, Commercial Real Estate Services
8739 Research Drive-URP4, Charlotte, NC 28288-1075
(28262-1075 for overnight deliveries)
Attn: Portfolio Manager
Fax: 704.715.0036

With a copy to:

Alston & Bird LLP
101 S. Tryon Street, Suite 4000
Charlotte, NC 28280-4000
Attn: James A. L. Daniel, Jr.
Fax: 704.444.1776"

(l) The notice address of the Borrower set forth in Section 11.01 and the recitals of each Mortgage, together with all other references to the address of the Borrower in the Loan Documents, are hereby deleted and replaced with the following:

"If to Borrower:

BFO Factory Shoppes LLC
6250 N. River Road, Suite 10-400
Rosemont, IL 60018
Attn: David Tinkham



Fax: 231.799.3010

With a copy to:

Schiff Hardin LLP
6600 Sears Tower
Chicago, IL 60606
Attn: David A. Grossberg
Fax: 312/258.5600"

(m) Section 13.01 of each Mortgage is hereby amended to include as Events of Default those acts described in Section 1.2 of the Guaranty. Borrower represents and warrants that none of the events described in Section 1.2 of the Guaranty will occur, and that if any of these events do occur, it shall be an Event of Default under Section 13.01 of each Mortgage.

(n) The Rent Account Agreement shall be terminated in accordance with its terms and replaced with the Rent Account Agreement dated as of the date hereof (the "*New Rent Account Agreement*"), by and among Assuming Borrower, Lender and LaSalle Bank National Association, as the holder of the Rent Account (as defined in each Mortgage). After the date hereof, all references to the Rent Account Agreement shall mean the New Rent Account Agreement.

10. Interest Accrual Rate and Monthly Installment Payment Amount to Remain the Same. The interest rate and the monthly payments set forth in the Note shall remain unchanged. Prior to the occurrence of an Event of Default hereunder or under the Note, interest shall accrue on the principal balance outstanding from time to time at the Note Rate (as defined in the Note) and principal and interest (which does not include such amounts as may be required to fund escrow obligations under the terms of the Loan Documents) shall continue to be paid in accordance with the provisions of the Note.

11. Conditions. This Agreement shall be of no force and effect until each of the following conditions has been met to the complete satisfaction of Lender:

(a) Fees and Expenses. Original Borrower and/or Assuming Borrower shall pay, or cause to be paid at closing: (i) all costs and expenses incident to the preparation, execution and recordation hereof and the consummation of the transaction contemplated hereby, including, but not limited to, recording fees, filing fees, surveyor fees, broker fees, transfer or mortgage taxes, rating agency confirmation fees, application fees, all third party fees, search fees, transfer fees, inspection fees, title insurance policy or endorsement premiums or other charges of the title company and escrow agent, and the fees and expenses of legal counsel to any Lender Party and any applicable rating agency and (ii) an assumption fee to Lender in the amount of \$132,403.03, being one-quarter of one percent (0.25%) of the outstanding principal balance of the Note as of the date of the transfer and assumption contemplated by this Agreement and the other fees and expenses outlined in the beneficiary statement distributed to the parties by Lender.

(b) Debt Service Reserve Account. On the date hereof, Assuming Borrower shall establish and at all times maintain an account or sub-account with Lender (the "**Debt Service Reserve Account**") in an amount equal to \$927,965.91 (the "**Debt Service Reserve Account Threshold**"), which account is separate and distinct from the Debt Service Payment Sub-Account (as defined in each Mortgage). All sums in the Debt Service Reserve Account (i) shall be retained and applied by Lender as additional collateral for the Loan, (ii) may be commingled with other funds, (iii) shall earn interest in a similar manner as set forth in Section 5.03 of each Mortgage and (iv) shall otherwise be considered an "Escrow Account" as defined in Section 1.01 of each Mortgage. Assuming Borrower shall have no right to withdraw any funds from the Debt Service Reserve Account (or any interest thereon). In the event that, at any time, Lender applies any portion of the funds in the Debt Service Reserve Account, Borrower shall immediately deposit funds into the Debt Service Reserve Account until the balance in the Debt Service Reserve Account is an amount equal to at least the Debt Service Reserve Account Threshold. If (i) no Event of Default exists or has occurred and is continuing, (ii) the Debt Service Reserve Account has been continuously maintained at the Debt Service Reserve Account Threshold without deduction for an uninterrupted, continuous period of three hundred sixty (360) days, and (iii) the Debt Service Coverage of Assuming Borrower, as determined by Lender, in its sole discretion, is at least 1.25:1.0, then the Assuming Borrower will no longer be required to maintain, fund and replenish the Debt Service Reserve Account, and any funds held in the Debt Service Reserve Account shall be applied first toward any Required Debt Service Payment (as defined in each Mortgage), applied second toward any deficiency in any Eligible Account (as defined in each Mortgage) maintained pursuant to the relevant Mortgage and, third, remitted to Assuming Borrower.

(c) Other Conditions. Satisfaction of all requirements under the Loan Documents and the closing checklist for this transaction as determined by Lender and Lender's counsel in their sole discretion.

12. Default.

(a) Breach. Any breach of Assuming Obligors or Original Obligors of any of the representations, warranties and covenants contained herein shall constitute a default under each Mortgage and each other Loan Document.

(b) Failure to Comply. Any failure of Assuming Obligors or Original Obligors to fulfill any one of the conditions set forth in this Agreement shall constitute a default under this Agreement and the Loan Documents.

13. No Further Consents. Assuming Obligors and Original Obligors acknowledge and agree that Lender's consent herein contained is expressly limited to the sale, conveyance, assignment and transfer herein described, that such consent shall not waive or render unnecessary Lender's consent or approval of any subsequent sale, conveyance, assignment or transfer of the Property, and that Article IX of each Mortgage shall continue in full force and effect.



14. **Additional Representations, Warranties and Covenants of Assuming Obligors.** As a condition of this Agreement, Assuming Obligors represent and warrant to Lender as follows:

(a) Assuming Borrower is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and is qualified to do business and in good standing in the States of Wisconsin, Indiana and Washington. Assuming Borrower has full power and authority to enter into and carry out the terms of this Agreement and to assume and carry out the terms of the Loan Documents. Assuming Borrower at all times since its formation has been duly formed and shall keep in full force and effect its existence as a Single Purpose Entity (as defined in each Mortgage).

(b) Horizon Group Properties, LP, is a limited partnership duly organized and validly existing in good standing under the laws of the State of Delaware.

(c) Assuming Guarantor is a corporation duly organized, validly existing and in good standing under the laws of the State of Maryland. Assuming Guarantor has full power and authority to enter into and carry out the terms of this Agreement and to assume and carry out the terms of the Loan Documents to which it is a party.

(d) This Agreement and the Loan Documents constitute legal, valid and binding obligations of Assuming Obligors enforceable in accordance with their respective terms. Neither the entry into nor the assumption and performance of and compliance with this Agreement or any of the Loan Documents has resulted or will result in any violation of, or a conflict with or a default under, any judgment, decree, order, mortgage, indenture, contract, agreement or lease by which Assuming Obligors or any property of Assuming Obligors are bound or any statute, rule or regulation applicable to Assuming Obligors.

(e) There is no action, proceeding or investigation pending or threatened which questions, directly or indirectly, the validity or enforceability of this Agreement or any of the other Loan Documents, or any action taken or to be taken pursuant hereto or thereto, or which might result in any material adverse change in the condition (financial or otherwise) or business of Assuming Obligors.

(f) There has been no legislative action, regulatory change, revocation of license or right to do business, fire, explosion, flood, drought, windstorm, earthquake, accident, other casualty or act of God, labor trouble, riot, civil commotion, condemnation or other action or event which has had any material adverse effect, on the business or condition (financial or otherwise) of Assuming Obligors or any of their properties or assets, whether insured against or not, since Assuming Obligors submitted to Lender their request to assume the Loan.

(g) The financial statements and other data and information supplied by Assuming Obligors in connection with Assuming Obligors' request to assume the Loan or otherwise supplied in contemplation of the assumption of the Loan by Assuming Obligors were in all material respects true and correct on the dates they were supplied, and since their dates no material adverse change in the financial condition of Assuming Obligors has occurred, and there



is not any pending or threatened litigation or proceedings which might impair to a material extent the business or financial condition of Assuming Obligors.

(h) Without limiting the generality of the assumption of the Loan Documents by Assuming Obligors, Assuming Obligors hereby specifically remake and reaffirm the representations, warranties and covenants set forth in the Loan Documents to which they are a party.

(i) No representation or warranty of Assuming Obligors made in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary in order to make such representations and warranties not misleading in light of the circumstances under which they are made.

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

15. **Additional Representations, Warranties and Covenants of Original Obligors.**
As a condition of this Agreement, Original Obligors represent and warrant to Lender as follows:

(a) Original Borrower is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Delaware and is qualified to do business and in good standing in the States of Wisconsin, Indiana and Washington. Original Borrower has



full power and authority to enter into and carry out the terms of this Agreement and to convey the Property and assign the Loan Documents.

(b) First HGI, Inc. is a corporation duly organized and validly existing in good standing under the laws of the State of Delaware and is authorized to transact business as a foreign corporation in each jurisdiction in which such authorization is necessary for the operation of the business or properties of Original Borrower. First HGI, Inc. is the sole General Partner of Original Borrower and has full power and authority to enter into this Agreement as General Partner on behalf of Original Borrower, and to execute this Agreement.

(c) Original Guarantor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. Original Guarantor has full power and authority to enter into and carry out the terms of this Agreement.

(d) This Agreement, the Sales Agreement and all other documents executed by Original Obligor in connection therewith, constitute legal, valid and binding obligations of Original Obligor enforceable in accordance with their respective terms. Neither the entry into nor the performance of and compliance with this Agreement, the Sales Agreement and all other documents executed by Original Obligor in connection therewith has resulted or will result in any violation of, or a conflict with or a default under, any judgment, decree, order, mortgage, indenture, contract, agreement or lease by which Original Obligor or any property of Original Obligor are bound or any statute, rule or regulation applicable to Original Obligor.

(e) Except as previously disclosed to Lender in writing, Original Obligor has not received any written notices from any governmental entity claiming that either the Property or Original Obligor's use of the Property is not presently in compliance with any laws, ordinances, rules, and regulations bearing upon the use and operation of the Property, including, without limitation, any notice relating to zoning laws or building code regulations.

(f) The certified rent roll provided to Lender of even date herewith, is a true, complete and accurate summary of all tenant leases ("**Tenant Leases**" or individually, a "**Tenant Lease**") affecting the Property as of the date of this Agreement. No rent has been prepaid under any Tenant Lease except rent for the current month. Each Tenant Lease has been duly executed and delivered by, and, to the knowledge of Original Obligor, is a binding obligation of, the respective tenant, and each Tenant Lease is in full force and effect. Each Tenant Lease represents the entire agreement between the Original Borrower and the respective tenant and no Tenant Lease has been terminated, renewed, amended, modified or otherwise changed without the prior written consent of Lender to the extent required by the Loan Documents. The tenant under each Tenant Lease has taken possession of and is in occupancy of the premises therein described and is open for business. Rent payments have commenced under each Tenant Lease, and all tenant improvements in such premises and other conditions to occupancy and/or rent commencement have been completed by Original Borrower or its predecessor in interest. All obligations of the landlord under the Tenant Leases have been performed, and no event has occurred and no condition exists that, with the giving of notice or lapse of time or both, would constitute a default by Original Borrower under any Tenant Lease. There are no offsets or defenses that any tenant has against the full enforcement of any Tenant Lease by the Original



Borrower. Each Tenant Lease is fully and freely assignable by the Original Borrower without notice to or the consent of the tenant thereunder.

(g) Original Borrower is the current owner of the Property. There are no pending or threatened suits, judgments, arbitration proceeding, administrative claims, executions or other legal or equitable actions or proceedings against Original Obligors or the Property, any pending or threatened condemnation or annexation proceedings affecting the Property, any agreements to convey any portion of the Property, or any rights thereto, that are not disclosed in this Agreement, including, without limitation, any pending or threatened administrative claim by any governmental agency.

(h) No representation or warranty of Original Obligors made in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary in order to make such representations and warranties not misleading in light of the circumstances under which they are made.

16. **Incorporation of Recitals.** Each of the Recitals set forth above in this Agreement are incorporated herein and made a part hereof.

17. **Property Remains as Security for Lender.** All of the Property shall remain in all respects subject to the lien, charge or encumbrance of the Mortgages. Except as expressly set forth in this Agreement, nothing contained herein shall affect or be construed to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of the Note, the Mortgages or the other Loan Documents, nor shall anything contained herein affect or be construed to affect any other security for the Note held by Lender.

18. **No Waiver by Lender.** Nothing contained herein shall be deemed a waiver of any of Lender's rights or remedies under any of the Loan Documents, or under applicable law.

19. **References.** From and after the date hereof: (a) references in any of the Loan Documents to any of the other Loan Documents will be deemed to be references to such other Loan Documents as modified by this Agreement; (b) references in the Loan Documents to "Borrower" or "Assignor" shall hereafter be deemed to refer to Assuming Borrower; (c) references in the Loan Documents to the "Guarantor" shall hereafter be deemed to refer to Assuming Guarantor; and (d) all references to the term "Loan Documents" or "Security Documents" in the Mortgage and Assignment shall hereinafter refer to the Loan Documents as defined herein, this Agreement, and all documents executed in connection with this Agreement.

20. **Relationship with Loan Documents.** To the extent that this Agreement is inconsistent with the Loan Documents, this Agreement will control and the Loan Documents will be deemed amended by this Agreement. Except as explicitly amended hereby, the Loan Documents shall remain unchanged and in full force and effect.

21. **Titles and Captions.** Titles and captions of sections and subsections of this Agreement have been inserted for convenience only, and neither limit nor amplify the provisions of this Agreement.



22. **Partial Invalidity.** Any provision of this Agreement or the Loan Documents held to be illegal, invalid or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective only to the extent of such illegality, invalidity or unenforceability, without invalidating the remainder of such provision or the remaining provision hereof or thereof or affecting the legality, validity or enforceability of such provision in any other jurisdiction.

23. **Entire Agreement.** This Agreement and the documents contemplated to be executed herewith constitute the entire agreement among the parties hereto with respect to the assumption of the Loan. The Agreement supersedes all prior negotiations regarding the transfer of the Property and the Assumption. This Agreement and the Loan Documents may only be amended, revised, waived, discharged, released or terminated by a written instrument executed by the party against which enforcement of the amendment, revision, waiver, discharge, release or termination is asserted. Any alleged amendment, revision, waiver, discharge, release or termination of this Agreement which is not in writing and signed by the parties shall not be effective as to any party.

24. **Binding Effect.** This Agreement and the documents contemplated to be executed in connection herewith shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that the foregoing provision shall not be a consent by Lender to any further sale, conveyance, assignment or transfer of the Property by Assuming Borrower.

25. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which when so executed shall be deemed an original and shall be binding upon all parties and all of which, taken together, shall constitute one and the same Agreement.

26. **Governing Law.** This Agreement shall be governed by and construed in accordance with Section 18.13 of each Mortgage which section is hereby incorporated herein by reference.

27. **Effective Date.** This Agreement shall be effective as of the date of its execution by the parties hereto and upon such date this Agreement shall be incorporated into the terms of the Loan Documents.

28. **Time of Essence.** Time is of the essence with respect to all provisions of this Agreement.

29. **Cumulative Remedies.** All remedies contained in this Agreement are cumulative and Lender shall also have all other remedies provided at law and in equity contained in the Mortgages and other Loan Documents. Such remedies may be pursued separately, successively or concurrently at the sole discretion of Lender and may be exercised in any order and as often as occasion therefor shall arise.

30. **Construction.** Each party hereto acknowledges that it has participated in the negotiation of this Agreement and that no provision shall be construed against or interpreted to the disadvantage of any party. Assuming Obligors and Original Obligors have had sufficient time to review this Agreement, have been represented by legal counsel at all times, have entered into this Agreement voluntarily and without fraud, duress, undue influence or coercion of any



kind. Lender has not made a representation or warranty to any party except as set forth in this Agreement.

31. **WAIVER OF JURY TRIAL.** ORIGINAL OBLIGORS, ASSUMING OBLIGORS AND LENDER, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVE, RELINQUISH AND FOREVER FORGO THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THE LOAN DOCUMENTS OR THIS AGREEMENT.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first aforesaid.

**ASSUMING
BORROWER:**

BFO FACTORY SHOPPES LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

[Signature]
DAVID K. TINKHAM
Secretary



**ASSUMING
GUARANTOR:**

HORIZON GROUP PROPERTIES, INC.,
a Maryland corporation

By: _____

Name: _____

Title: _____

[Signature]
DAVID K. TRUCKHAM
Secretary



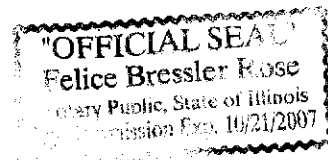
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I certify that I know or have satisfactory evidence that David Tinkham, as Secretary of BFO Factory Shoppes LLC, a Delaware limited liability company, is the person who appeared before me, and said person acknowledged that he signed this instrument on behalf of BFO Factory Shoppes LLC and acknowledged it to be the free and voluntary act of BFO Factory Shoppes LLC for the uses and purposes mentioned in this instrument, and on oath stated that he is authorized to execute this instrument.

DATED: July 24, 2007

Felice B. Rose

Print Name: Felice B. Rose
NOTARY PUBLIC for the State of Illinois
residing at: Cook County, Illinois
My appointment expires: 10/21/2007



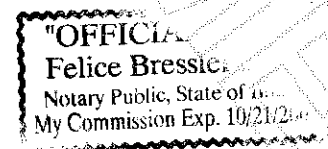
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I certify that I know or have satisfactory evidence that David Tinkham, as Secretary of Horizon Group Properties, Inc., a Maryland corporation, is the person who appeared before me, and said person acknowledged that he signed this instrument on behalf of Horizon Group Properties, Inc. and acknowledged it to be the free and voluntary act of Horizon Group Properties, Inc. for the uses and purposes mentioned in this instrument, and on oath stated that he is authorized to execute this instrument.

DATED: July 24, 2007

Felice B. Rose

Print Name: Felice B. Rose
NOTARY PUBLIC for the State of Illinois
residing at: Cook County, Illinois
My appointment expires: 10/21/2007



200708100191

Skagit County Auditor

**ORIGINAL
BORROWER:**

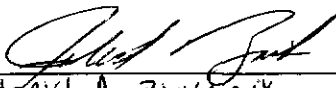
FIRST HORIZON GROUP LIMITED PARTNERSHIP,
a Delaware limited partnership

By: First HGI, Inc.
a Delaware corporation
Its: General Partner

By:

Name:

Title:


Robert A. Brvenik
Authorized Signatory

[Original Borrower's Counsel to add State-appropriate notorial acknowledgements.]



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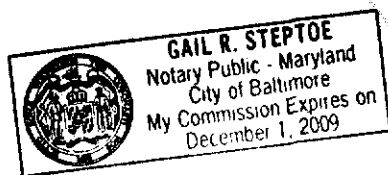
Skagit County Auditor

STATE of Maryland)

CITY OF Baltimore)

I HEREBY CERTIFY that on this 7th day of August, 2007, before me, a Notary Public for the State and ~~County~~ ^{City} aforesaid, personally appeared Robert A. Brzenik, the authorized signatory of First HGI, Inc., a Delaware corporation, the general partner of First Horizon Group Limited Partnership, a Delaware limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.



Gail R. Steptoe
Notary Public

My commission expires: _____



200708100191

Skagit County Auditor

ORIGINAL
GUARANTOR:

PRIME OUTLETS ACQUISITION COMPANY LLC,
a Delaware limited liability company

By: Lightstone Prime LLC,
a Delaware limited liability company
Its: Managing member

By: 
Name: Robert A. Brvenik
Title: Authorized Signatory

[Original Borrower's Counsel to add State-appropriate notarial acknowledgements.]



200708100191
Skagit County Auditor

8/10/2007 Page

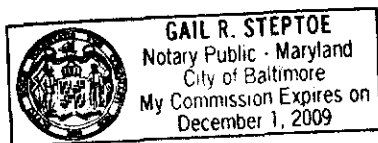
25 of 36 4:24PM

STATE of Maryland)

CITY OF Baltimore)

I HEREBY CERTIFY that on this 7th day of August, 2007, before me, a Notary Public for the State and ~~County~~ ^{City} aforesaid, personally appeared Robert A. Bruenik, the authorized signatory of Lightstone Prime, LLC, a Delaware limited liability company, the managing member of Prime Outlets Acquisition Company LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.



Gail R. Steptoe
Notary Public

My commission expires: _____

LENDER:

WELLS FARGO BANK, N.A., as Trustee for the Registered Holders of Wachovia Bank Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates Series 2006-C23

By: WACHOVIA BANK, NATIONAL ASSOCIATION, solely in its capacity as Servicer, as authorized under that certain Pooling and Servicing Agreement dated as of March 1, 2006

By: *Aldrin Buenaventura*
Name: Aldrin Buenaventura
Title: Vice President

STATE OF NORTH CAROLINA)
) ss.
COUNTY OF MECKLENBURG)

I certify that I know or have satisfactory evidence that Aldrin Buenaventura, Vice Pres. of WACHOVIA BANK, NATIONAL ASSOCIATION, acting in its authorized capacity as Servicer for and on behalf of Wells Fargo Bank, N.A., as Trustee for the Registered Holders of Wachovia Bank Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates Series 2006-C23, is the person who appeared before me, and acknowledged it to be the free and voluntary act of Servicer for the uses and purposes mentioned in this instrument, and on oath stated that he is authorized to execute this instrument.

DATED: 7-24-07

Janet Garner
Print Name: JANET GARNER
NOTARY PUBLIC for the State of NC
residing at GASTON, NC
My appointment expires: 3-27-2010



EXHIBIT A-1
(Oshkosh Property)
[TITLE COMPANY TO ATTACH]

LEGAL02/30379642v10



200708100191

Skagit County Auditor

8/10/2007 Page 28 of 36 4:24PM

LEGAL DESCRIPTION
Prime Outlets at Oshkosh

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Oshkosh, County of Winnebago, State of Wisconsin

A part of the Southeast 1/4 of the Southeast 1/4 and a part of the Northeast 1/4 of the Southeast 1/4 of Section 33, T.18N., R. 16E., City of Oshkosh, Winnebago County, Wisconsin and more particularly described as follows:

Commencing at the Southeast corner of the Southeast 1/4 of said Section 33; thence North 89 degrees 53 minutes 38 seconds West, along the South line of said Section 33, 174.00 feet to the point of beginning; thence continuing North 89 degrees 53 minutes 38 seconds West, along the south line of said Section 33, 1164.28 feet; thence North 00 degrees 03 minutes 03 seconds West along the west line of the Southeast 1/4 of the Southeast 1/4 of said Section 33, 1211.36 feet; thence South 89 degrees 37 minutes 30 seconds East, 583.00 feet; thence North 00 degrees 03 minutes 03 seconds West, 305.00 feet; thence South 89 degrees 37 minutes 30 seconds East, 661.23 feet to the West right of way line of Washburn Street; thence South 00 degrees 08 minutes 11 seconds West along the West right of way line of Washburn Street, 873.36 feet; thence North 89 degrees 52 minutes 27 seconds West, 204.72 feet; thence South 00 degrees 06 minutes 45 seconds West, 28.52 feet; thence South 88 degrees 21 minutes 40 seconds West, 8.92 feet; thence South 00 degrees 20 minutes 57 seconds West, 68.75 feet; thence South 89 degrees 39 minutes 03 seconds East, 5.75 feet; thence South 00 degrees 20 minutes 57 seconds West, 7.00 feet; thence North 89 degrees 39 minutes 03 seconds West, 5.75 feet; thence South 00 degrees 20 minutes 57 seconds West, 99.02 feet; thence South 61 degrees 05 minutes 13 seconds East, 11.17 feet; thence South 89 degrees 53 minutes 38 seconds East, (recorded as South 89 degrees 52 minutes 27 seconds East), 204.47 feet to the West right of way line of Washburn Street; thence South 00 degrees 08 minutes 11 seconds West, along the West right of way line of Washburn Street, 338.30 feet (recorded as 338.34 feet); thence South 19 degrees 09 minutes 32 seconds West along said right of way line, 24.05 feet; thence South 45 degrees 07 minutes 16 seconds West, along said right of way line, 95.00 feet to the point of beginning.

EXHIBIT A-2
(Fremont Property)
[TITLE COMPANY TO ATTACH]



200708100191

Skagit County Auditor

LEGAL DESCRIPTION
Prime Outlets at Fremont

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Jamestown, County of Steuben, State of Indiana

PARCEL 3-95:

All that land contained in the, Plat of Valley Crossing Amended Plat Phase No. 1 as recorded in Plat Book No. 5, Document No. 94-08-0344, recorded August 11, 1994, in the Office of the Recorder of Steuben County, Indiana excepting therefrom Lot "D" and Lot "E" in said Amended Plat, said land described as follows:

Lot A, Valley Crossing, Amended Plat Phase No. 1, being in the Southwest Quarter of Section 23, Township 38 North, Range 13 East, Jamestown Township, Steuben County, Indiana, according to the plat thereof recorded in Plat Book 5, Document No. 94-08-0344 in the Office of the Recorder of Steuben County, Indiana.

ALSO, Lot B, Valley Crossing, Amended Plat Phase No. 1, Being in the Southwest Quarter of Section 23, Township 38 North, Range 13 East, Jamestown Township, Steuben County, Indiana, according to the plat thereof recorded in Plat Book 5, Document No. 94-08-0344 in the Office of the Recorder of Steuben County, Indiana.

ALSO, Lot C, Valley Crossing, Amended Plat Phase No. 1, Being in the Southwest Quarter of Section 23, Township 38 North, Range 13 East, Jamestown Township, Steuben County, Indiana, according to the plat thereof recorded in Plat Book 5, Document No. 94-08-0344 in the Office of the Recorder of Steuben County, Indiana.

ALSO, A strip of land in the Southwest quarter of Section 23, Township 38 North, Range 13 East, Jamestown Township, Steuben County, Indiana, being eighty (80) feet wide, lying forty (40) feet on either side of the following described centerline and said centerline produced, said centerline described as follows:

Commencing at the Southeast corner of the Southwest quarter of said Section 23; thence North 90 degrees 00 minutes 00 seconds West (assumed bearing) 562.55 feet along the South line of said Southwest quarter; thence North 00 degrees 00 minutes 00 seconds East, 60.00 feet to the North right-of-way line of State Road No. 120; thence North 47 degrees 10 minutes 39 seconds East, 94.80 feet along said North right-of-way line to the West right-of-way line of Relocated Old U.S. No. 27; thence North 12 degrees 34 minutes 05 seconds West, 550.00 feet along said West right-of-way line; thence North 10 degrees 25 minutes 37 seconds West, 267.52 feet along said West right-of-way line; thence 386.23 feet along a 662.95 foot radius curve to the right in said West right-of-way line to the true point of beginning of this centerline description, said chord of curve bears North 04 degrees 07 minutes 48 seconds East, 380.79 feet; thence North 69 degrees 10 minutes 55 seconds West, 136.99 feet along said centerline; thence 149.14 feet along a 569.68 foot radius curve to the left in said centerline, said chord of curve bears North 76 degrees 40 minutes 55 seconds West, 148.72 feet; thence North 84 degrees 10 minutes 55 seconds West, 466.22 feet along said centerline; thence 16.58 feet along a 250.00 foot radius curve to the right in said centerline, said chord of curve bears North 82 degrees 16 minutes 53 seconds West, 16.58 feet, said point being the terminus of said centerline.

PARCEL 4-95:

A part of the Southwest quarter of Section 23, Township 38 North, Range 13 East, Jamestown Township, Steuben County, Indiana, described as follows:

Commencing at the Southwest corner of the Southwest quarter of said Section 23; thence North 00 degrees 10 minutes 16 seconds East (assumed bearing) 1,298.67 feet along the West line of the Southwest quarter of said Section 23 to the true point of beginning of this description; thence North 90 degrees 00 minutes 00 seconds East, 586.15 feet; thence South 61 degrees 16 minutes 11 seconds East, 569.52 feet to a point on the West line of Valley Crossing Amended Plat Phase No. 1 as recorded in Plat Book 5, Document No. 94-08-0344 in the Office of the Recorder of Steuben County, Indiana; thence North 41 degrees 44 minutes 57 seconds West, 133.24 feet (Plat -



North 41 degrees 42 minutes 31 seconds West, 133.28 feet) along said West line; thence North 77 degrees 10 minutes 02 seconds East, 149.80 feet (Plat - North 77 degrees 11 minutes 45 seconds East, 149.73 feet) along said West line; thence North 38 degrees 29 minutes 19 seconds East, 71.86 feet (Plat - 38 degrees 28 minutes 30 seconds East, 71.96 feet) along said West line; thence North 17 degrees 45 minutes 15 seconds East, 192.92 feet (Plat - North 17 degrees 44 minutes 55 seconds East, 192.82 feet) along said West line; thence North 09 degrees 37 minutes 09 seconds East, 80.00 feet along said West line; thence 13.93 feet along a 210.00 foot radius curve to the left in said West line, the chord of said curve bears South 82 degrees 16 minutes 53 seconds East, 13.93 feet; thence South 84 degrees 10 minutes 55 seconds East, 129.74 feet along said West line; thence North 31 degrees 58 minutes 56 seconds West, 210.85 feet (Plat - North 31 degrees 58 minutes 57 seconds West, 210.87 feet) along said West line; thence North 74 degrees 32 minutes 49 seconds West, 153.88 feet, (Plat - North 74 degrees 34 minutes 59 seconds West 153.90 feet) along said West line; thence North 58 degrees 09 minutes 59 seconds West, 126.34 feet (Plat - North 58 degrees 07 minutes 16 seconds West, 126.35 feet) along said West line; thence North 10 degrees 05 minutes 07 seconds West, 63.86 feet (Plat - North 10 degrees 08 minutes 29 seconds West, 63.78 feet) along said West line; thence North 67 degrees 22 minutes 37 seconds East, 191.71 feet (Plat - North 67 degrees 21 minutes 29 seconds East, 191.79) feet along said West line; thence North 71 degrees 20 minutes 35 seconds East, 93.95 feet (Plat - 93.97 feet) along said West line; thence South 65 degrees 08 minutes 27 seconds East, 79.19 feet (Plat - South 65 degrees 04 minutes 07 seconds East, 79.18 feet) along said West line; thence South 21 degrees 40 minutes 03 seconds West, 123.13 feet (Plat - South 21 degrees 39 minutes 43 seconds West, 123.04 feet) along said West line; thence North 50 degrees 51 minutes 33 seconds East, 37.65 feet (Plat - 37.63 feet) along said West line; thence North 54 degrees 59 minutes 33 seconds East, 344.86 feet (Plat - North 55 degrees 00 minutes 00 seconds East, 344.77 feet) along said West line to the South right-of-way line of the Indiana Toll Road; thence North 79 degrees 49 minutes 14 seconds West, 314.68 feet along said South right-of-way line to a concrete right-of-way marker; thence North 32 degrees 42 minutes 46 seconds West, 56.21 feet along said South right-of-way line to a concrete right-of-way marker; thence 1,409.97 feet along a 3,958.93 foot radius curve to the right in said South right-of-way line to a concrete right-of-way marker on the West line of the Southwest quarter of said Section 23, the chord of said curve bears North 66 degrees 16 minutes 29 seconds West, 1,402.53 feet; thence South 00 degrees 10 minutes 16 seconds West, 1,356.94 feet along said West line back to the true point of beginning, containing 32.161 acres subject to legal highways and easements of record.

ALSO, the 15.5624 acre Preserve Area of Valley Crossing Amended Plat Phase 1, a part of the Southwest Quarter of Section 23, Township 38 North, Range 13 East, Jamestown Township, Steuben County, Indiana according to the plat thereof recorded in Plat Book No. 5, Document No. 94-08-0344, in the Office of the Recorder of Steuben County, Indiana.

PARCEL 1-95:

A part of the Northwest Quarter of Section 26, Township 38 North, Range 13 East, Jamestown Township, Steuben County, Indiana, described as follows:

Commencing at the Northeast corner of the Northwest quarter of said Section 26; thence North 90 degrees 00 minutes 00 seconds West, 1,032.01 feet along the North line of the Northwest quarter of said Section 26; thence South 00 degrees 00 minutes 00 seconds West, 50.00 feet to a point on the South right-of-way line of State Road No. 120 and being the true point of beginning of this description; thence North 90 degrees 00 minutes 00 seconds East, 269.46 feet along said South right-of-way line; thence South 84 degrees 15 minutes 27 seconds East, 100.44 feet along said South right-of-way line; thence North 90 degrees 00 minutes 00 seconds East, 200.00 feet along said South right-of-way line; thence South 55 degrees 03 minutes 36 seconds East, 95.11 feet to the Westerly right-of-way line of State Road No. 27; thence South 10 degrees 08 minutes 39 seconds West, 138.79 feet along said Westerly right-of-way line; thence South 89 degrees 59 minutes 16 seconds East, 74.69 feet along said Westerly right-of-way line; thence South 19 degrees 58 minutes 58 seconds East, 220.10 feet along said Westerly right-of-way line; thence South 05 degrees 20 minutes 07 seconds East, 353.91 feet along said Westerly right-of-way line; thence South 90 degrees 00 minutes 00 seconds West, 191.75 feet; thence South 11 degrees 40 minutes 52 seconds West, 60.0 feet; thence North 90 degrees 00 minutes 00 seconds East, 194.33 feet to the Westerly right-of-way line of State Road # 27; thence South 11 degrees 48 minutes 36 seconds West, 456.47 feet along said Westerly right-of-way line, to the North line of Cranston's Reef Subdivision; thence North 89 degrees 38 minutes 29 seconds West, 705.08 feet, along said North line; thence North 00 degrees 06 minutes 24 seconds East, 649.61 feet; thence South 90 degrees 00 minutes 00 seconds West, 370.02 feet; thence South 74 degrees 00 minutes 00 seconds West 20.0



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feet; thence South 80 degrees 19 minutes 22 seconds West, 216.43 feet; thence South 64 degrees 03 minutes 22 seconds West, 65.11 feet; thence North 80 degrees 27 minutes 11 seconds West, 54.82 feet; thence North 79 degrees 55 minutes 08 seconds West, 150.77 feet; thence North 14 degrees 01 minute 29 seconds West, 25.08 feet; thence North 00 degrees 12 minutes 32 seconds West, 220.00 feet; thence South 85 degrees 26 minutes 32 seconds West, 240.08 feet, to the East line of George Street in the Plat of Pokagon Hills Addition; thence North 00 degrees 18 minutes 37 seconds East, 421.56 feet along said East line to the South right-of-way line of State Road No. 120; thence South 90 degrees 00 minutes 00 seconds East, 1,108.67 feet along said South right-of-way line back to the true point of beginning, containing 36.137 acres, subject to legal highways and easements of record.



EXHIBIT A-3
(Burlington Property)
[TITLE COMPANY TO ATTACH]



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**LEGAL DESCRIPTION
Prime Outlets at Burlington**

PARCEL "A":

Lots 1 and 3, City of Burlington Short Plat No. 1-92 as approved July 18, 1989, and recorded July 27, 1992, in Volume 10 of Short Plats, page 105, under Auditor's File No. 9207270058, records of Skagit County, Washington; being a portion of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 7, Township 34 North, Range 4 East, W.M.,

EXCEPT the South 13 feet of Lot 1 thereof.

Situate in the City of Burlington, County of Skagit, State of Washington.

PARCEL "B":

Parcel B, City of Burlington Short Plat No. B-1-92 as approved June 2, 1992, and recorded June 11, 1992, in Volume 10 of Short Plats, pages 88 and 89, under Auditor's File No. 9206110001, records of Skagit County, Washington; being a portion of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 7, Township 34 North, Range 4 East, W.M.

Situate in the City of Burlington, County of Skagit, State of Washington.

PARCEL "C":

Parcel A, City of Burlington Short Plat No. B-1-92 as approved June 2, 1992, and recorded June 11, 1992, in Volume 10 of Short Plats, pages 88 and 89, under Auditor's File No. 9206110001, records of Skagit County, Washington; being a portion of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 7, Township 34 North, Range 4 East, W.M.

Situate in the City of Burlington, County of Skagit, State of Washington.

PARCEL "D":

An easement for drainage, as acquired by document recorded under Auditor's File No. 8811230046, records of Skagit County, Washington, over and across the following described property:

The West 20 feet of Lot 3, City of Burlington Short Plat No. 37-76 as approved August 2, 1976, and recorded August 5, 1976, in Volume 1 of Short Plats, page 156, under Auditor's File No. 840316, records of Skagit County, Washington; being a portion of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 6, Township 34 North, Range 4 East, W.M.

Situate in the City of Burlington, County of Skagit, State of Washington.

PARCEL "E":

An easement acquired by instruments recorded November 23, 1988, under Auditor's File No. 8811230048, records of Skagit County, Washington, for ingress, egress, and utilities, over, under, and across a 36.00 foot strip of land lying 18.00 feet each side of the following described centerline:



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Beginning at the Northeast corner of Section 7, Township 34 North, Range 4 East, W.M.; thence South 01°34'38" East, along the East line of said Section 7 a distance of 13.73 feet; thence South 86°59'04" West, 40.01 feet to the true point of beginning; thence continuing South 86°59'04" West, 56.99 feet to the beginning of a curve to the left having a radius of 170.00 feet; thence Southwesterly along said curve through a central angle of 66°32'00", an arc distance of 197.41 feet; thence South 20°27'04" West, 124.00 feet to the beginning of a curve to the right, having a radius of 273.00 feet; thence Southwesterly along said curve through a central angle of 71°07'06", an arc distance of 338.86 feet; thence North 88°25'50" West, 150.00 feet to the terminus point of said centerline. (Said easement being appurtenant to Parcels "B" and "C".)

Situate in the City of Burlington, County of Skagit, State of Washington.

PARCEL "F":

An easement for ingress, egress, and utilities over, under, and across that area delineated as "Access and Utility Easement" on the Easterly portion of Parcel "B" of City of Burlington Short Plat No. B-1-92 as approved June 2, 1992, and recorded June 11, 1992, in Volume 10 of Short Plats, pages 88 and 89, under Auditor's File No. 9206110001, records of Skagit County, Washington. (Said easement is appurtenant to Parcel "C".)

Situate in the City of Burlington, County of Skagit, State of Washington.



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