

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF LOUISIANA**

DE LAGE LANDEN FINANCIAL)
SERVICES, INC.,)

Plaintiff,)

v.)

PERKINS ROWE ASSOCIATES LLC,)
JTS REALTY SERVICES, L.L.C.;)
ECHELON CONSTRUCTION)
SERVICES, L.L.C.; JOSEPH T.)
SPINOZA,)

Defendants)

CIVIL ACTION NO. 09-990

JUDGE JAMES J. BRADY

MAGISTRATE STEPHEN C.
RIEDLINGER

KEYBANK NATIONAL ASSOCIATION
and JONES LANG LASALLE
AMERICAS, INC.,

Intervenors

CONSENT ORDER ON STIPULATED FACTS AND DISMISSAL WITH PREJUDICE

Plaintiff, De Lage Landen Financial Services, Inc. (“DLL”) and Intervenors KeyBank National Association (“KeyBank”) and Jones Lang LaSalle Americas, Inc. (“JLL”) (KeyBank and JLL are sometimes collectively referred to as “Intervenors”) have reached a settlement in the above-captioned litigation via a “Settlement Agreement” by and among DLL, KeyBank and JLL, and seek the entry of a consent order dismissing with prejudice the claims between DLL and Intervenors based on the following stipulated facts and agreements:

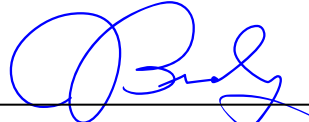
1. The DLL Complaint concerns the Master Lease Agreement between Perkins Rowe Associates, L.L.C. and Cisco Systems Capital Corporation (“Cisco Capital”) dated October 3, 2007 (the “Cisco Contract”). Cisco Capital is DLL’s predecessor in interest under the Cisco Contract.

2. Pursuant to the Cisco Contract, Cisco Capital was to purchase identified equipment, goods and software (collectively, for purposes herein, the “Equipment”).
3. KeyBank has a prior perfected security interest in certain immovable property and movable property, including the Equipment provided by Cisco Capital/DLL, pursuant to that certain Amended, Restated and Consolidated Mortgage, Assignment of Rents and Security Agreement (as amended, “KeyBank’s Mortgage”), recorded July 21, 2006, by Perkins Rowe Associates, L.L.C. and Perkins Rowe Associates II, L.L.C. in favor of KeyBank as Agent for current and future holders of the Secured Obligations, as therein defined.
4. KeyBank’s Mortgage was filed for recordation with the Clerk of Court and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 465, Bundle 11861 on July 21, 2006 and affected the property, as defined in KeyBank’s Mortgage (the “Property”).
5. The Equipment, serving as the communications spine of the Perkins Rowe development, has been fully integrated and installed into the Property (the “Cisco System”). Its fiber optic cable is located in building walls, ceiling joists and under the roads of Perkins Rowe.
6. DLL and Intervenors agree that the Equipment and the Cisco System are subject to KeyBank’s Mortgage.
7. DLL agrees that it will no longer pursue sequestration, seizure, or sale of the Equipment or the Cisco System at the Property.
8. As a result of these stipulated facts and agreements, DLL agrees that it will allow the Equipment and the Cisco System to be retained and used by Intervenors and their successors and assigns at the Property free and clear of any claims by DLL or any parties acting by, through or under DLL. DLL will transfer and convey all of its right, title and

interest in the Equipment to KeyBank and will use its best efforts to transfer all software needed to operate the Equipment, as set forth in the Settlement Agreement.

9. Intervenor agree that all payments required under the Settlement Agreement will be made, and that failure to do so will be considered contempt of this Consent Order.
10. Based on these stipulated facts and agreements, the parties to this Consent Order agree that all claims between DLL and Intervenor that were or could have been asserted in this action are hereby dismissed with prejudice pursuant to Federal Rule of Civil Procedure Rule 41. Except as otherwise set forth in the Settlement Agreement, each party to this Consent Order shall bear its own costs, expenses and attorneys' fees in connection with this action.

Signed in Baton Rouge, Louisiana, on April 28, 2011.



JUDGE JAMES J. BRADY
UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF LOUISIANA

Agreed to by:

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Jones Lang LaSalle Americas, Inc., solely in its capacity as Keeper pursuant to Order dated July 29, 2009 entered in the action styled KeyBank National Association v. Perkins Rowe Associates, L.L.C., et al., Civil Action No. 09-497-JJB-SCR, in the United States District Court for the Middle District of Louisiana

By: /s/ Rick Balow

Name: Rick Balow
Title: Manager
Date: 4/19/11