

Mr. Walter J. Kassuba  
Debtor in Possession  
c/o Levy and Erens  
208 South LaSalle Street  
Chicago, Illinois 60604

Re: Restated Contract of Purchase and  
Sale dated July 9, 1974

Dear Mr. Kassuba:

The attorneys for Community Associates (a limited partnership) are in the process of preparing for submission to your counsel the necessary documentation for the closing of all the Properties subject to the above Contract except Properties 1 through 10.

We are both aware of the fact that the amount of the purchase money notes making up the purchase price on some of these Properties has been changed from those set forth in the Property Schedule attached to subject Contract, with the understanding that the re-allocation within said Properties in the aggregate will not change the economic benefit to the seller. It is not possible, however, to submit all of these Properties to the Court at the same time. The purchaser understands that you would not permit re-allocation as aforesaid unless you are given assurances that to the extent a reduction in the amount of the purchase money notes on closed Properties is not offset by an increase on other remaining Properties, any difference in such purchase money notes will be adjusted upward in accordance with the Property Schedule referred to above.

Based upon the foregoing circumstances, I agree as general partner of Community Associates (a limited partnership) and on behalf of any nominees or successors as purchasers of such Properties that to the extent a reduction in the amount of the purchase money notes on closed properties is not offset by an increase on other closed Properties,

Exhibit 12