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This instrument prepared by or under the supervision of
and after recording return to:



Michelle Ruberto Fonseca, Esq.
Holland & Knight LLP
10 St. James Avenue, 11th Floor
Boston, Massachusetts 02116

Doc#: 1101033193 Fee: \$68.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 01/10/2011 02:15 PM Pg: 1 of 17

881587102-RK-8

Property of Cook County Clerk's Office

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made and entered into as of December 27 2010 by and among GX CHICAGO MASTER TENANT, LLC, an Illinois limited liability company ("Lessee"); GX CHICAGO, LLC, an Illinois limited liability company ("Owner"); THE CITY OF CHICAGO, ILLINOIS, an Illinois municipal corporation (together with any permitted successors or assigns, the "Lender"); and CHEVRON U.S.A. INC., a Pennsylvania corporation ("Investor").

RECITALS

WHEREAS, Owner is the owner of a building located in Chicago, Illinois and commonly known as the Green Exchange (the "Building"), which Owner is in the process of rehabilitating; and

WHEREAS, Owner is the owner of the certain tract(s) of land upon which the Building is located, together with certain other improvements and all appurtenances, easements, rights of way and other rights belonging to or in any way pertaining thereto or to the Building, more particularly described on Exhibit A attached hereto (collectively, the "Land" and, together with the Building, the "Property"); and

WHEREAS, Owner is in the process of rehabilitating the Building in a manner that qualifies for the historic rehabilitation tax credit allowed for qualified rehabilitation expenditures incurred in connection with the "certified rehabilitation" of a "certified historic structure" (the "Historic Tax Credit") pursuant to the Section 47 of the Internal Revenue Code of 1986, as amended from time to time, or any corresponding provision or provisions of prior or succeeding law (the "Code"); and

Box 400-CTCC

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WHEREAS, Lessee has been formed to lease the Property including the rehabilitated Building from Owner pursuant to the terms of that certain Lease dated December 27, 2010 between Owner, as landlord, and Lessee, as lessee (the "Lease"); and

WHEREAS, pursuant to that certain Operating Agreement of Lessee dated December 22, 2010 (the "Lessee's Operating Agreement"), Investor has acquired a 99.99% interest in Lessee and will make a substantial investment therein; and

WHEREAS, Owner and Lessee have executed or will execute that certain HTC Pass-Through Agreement (the "Pass-Through Agreement") dated December 22, 2010 pursuant to which Owner will elect under Section 50 of the Code to pass-through to Lessee the Historic Tax Credit to which Owner would otherwise have been entitled as a result of the rehabilitation of the Building; and

WHEREAS, Lender is the lender under that certain loan to Owner (the "Mortgage Loan") evidenced by a Promissory Note made by Owner for the benefit of Lender dated as of December 22, 2010 (the "Note") and Section 108 Loan Agreement dated as of December 22, 2010 by and between Lender and Owner relating to a loan by Lender to Owner, as amended (the "Mortgage Loan Agreement"), which Mortgage Loan is secured by means of a junior lien mortgage or deed of trust on the Property dated as of December 22, 2010 (the "Mortgage") and other related security documents and financing statements given by Owner in favor of Lender, as amended (collectively, the "Mortgage Loan Documents"); and

WHEREAS, the Mortgage Loan Documents require that Lender consent to any lease of the Property; and

WHEREAS, Investor has required that Lender provide certain assurances as to non-disturbance of Lessee's rights under the Lease.

NOW, THEREFORE, in consideration of the forgoing, of mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Lender hereby agrees as follows:

1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease. In addition to the defined terms set forth in the Recitals to this Agreement, the following defined terms used herein shall have the meanings specified below:

"Disqualified Transferee" means any of the following:

(a) a tax exempt organization described in Section 50(b)(3) of the Code unless the property is used by such organization predominantly in an unrelated trade or business the income of which is subject to tax under Section 511 of the Code; or

(b) the United States, any State or political subdivision thereof, any possession of the United States, or any agency or instrumentality of any of the foregoing; or

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(c) a foreign person or entity (as defined in Section 168(h)(2)(C) of the Code) unless more than 50 percent of the gross income derived by the foreign person or entity is subject to U.S. tax or included under Section 951 of the Code in the gross income of a United States shareholder for the taxable year with or within which ends the taxable year of the controlled foreign corporation in which such income was derived; or

(d) a mutual savings bank, cooperative bank, or domestic building and loan association to which Section 593 of the Code applies; or

(e) a regulated investment company or real estate investment trust subject to taxation under subchapter M, Chapter 1 of the Code (but not including a "taxable REIT subsidiary," as defined in Section 856(1) of the Code; or

(f) a cooperative organization described in Section 1381(a) of the Code; or

(g) a partnership or other pass-thru entity in which any Disqualified Transferee described in subparts (a) through (f), above, owns a direct or indirect partner or member interest.

"Recapture Event" means any action, happening or event which would cause (i) any recapture of the Historic Tax Credits under Section 50 of the Code, (ii) any disallowance of Historic Tax Credits previously claimed by Investor, or (iii) any imposition of additional tax under Section 49 of the Code.

"Recapture Period" means the period commencing as of the date hereof and ending on the next business day following the fifth (5th) anniversary of the date on which the last "qualified rehabilitation expenditure" as defined in Section 47(c)(3) of the Code with respect to the Property is first placed in service.

"Transfer" means (a) the institution of any foreclosure, trustee's sale or other like proceeding, (b) the appointment of a receiver for Owner or the Property, (c) the exercise of rights to collect rents under the Mortgage Loan Documents or an assignment of rents, (d) the recording by Lender or its successor or assignee of a deed in lieu of foreclosure for the property, (e) any transfer or abandonment of possession of the Property to Lender or its successor or assigns, or any other person or entity, including, but not limited to, transfers or abandonments of possession in connection with any proceedings affecting Owner under the Bankruptcy Code, 11 U.S.C. §101 et seq., or (f) taking direct or indirect ownership of any member interest ("Ownership Interest") in the Owner.

"Transferee" means Lender, its successors and assigns, any designee of Lender or any other party taking title to the Property or an Ownership Interest in connection with or following a Transfer.

2. Lender Consent. Lender hereby consents to the Lease and to the acquisition by Investor of an interest in the Lessee and to the execution of the Lessee's Operating Agreement and related documents, and agrees that the execution and delivery thereof by Owner and/or the Lessee, as the case may be, shall not constitute a default under the Mortgage Loan.

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3. Subordination. So long as Lender materially complies with the provisions of this Agreement, the Mortgage is and shall unconditionally be and remain at all times a lien or charge upon the Property prior and superior to the Lease and all rights and privileges of Lessee thereunder, or any subtenant thereunder, and the Lease, and all rights and privileges of Lessee or any subtenant are hereby unconditionally subjected and made subordinate to the lien or charge of the Mortgage.

4. Lender's Exercise of Remedies: Non-Disturbance.

(a) During the Recapture Period, neither Lender, Owner nor Transferee shall terminate the Lease (even in the event of a default by the Lessee under the Lease) or take any action or exercise any remedy (at law or in equity) that would cause a Recapture Event, including, without limitation, permitting any Transfer to a Disqualified Transferee. This provision shall not preclude Lender or Transferee from exercising its rights and remedies (i) to effectuate a Transfer in accordance with Section 4(b) hereof; or (ii) under any guarantees of the Mortgage Loan.

(b) Prior to commencing efforts to effectuate a Transfer during the Recapture Period, Lender, Owner or Transferee, as the case may be, shall provide written notice to Investor of its intention to effectuate a Transfer. Neither Lender, Owner nor Transferee shall effectuate such Transfer unless Lender, Owner or Transferee, as the case may be, shall have received, within twenty (20) business days after such notice to Investor, either (i) the consent of Investor to such Transfer, which consent shall be given if the Transfer does not cause a Recapture Event and all subsequent Transferees are bound by this Agreement, or (ii) an opinion of Qualified Counsel that (a) such Transfer will not cause a Recapture Event and (b) Transferee is bound by this Agreement. Any attempted Transfer in violation of this Section 4(b) shall be void *ab initio*. For purposes of this Section, "Qualified Counsel" means a lawyer or law firm with a high reputation for ethics and competence, which lawyer (or one or more members of which firm) shall have been admitted to practice before the United States Tax Court for at least five years and shall regularly engage in a practice that involves issues such as those raised by the requested opinion or advice.

(c) After the Recapture Period, Lender may terminate the Lease solely if the Lessee is in default thereunder and may take any other action otherwise prohibited by Section 4(a). Prior to commencing any action to effect a termination of the Lease upon a default by Lessee thereunder, Lender shall first give written notice to Investor of its intention to terminate the Lease and Investor will have a reasonable time, not to exceed sixty (60) days from the date of Investor's receipt of such written notice, to cause Lessee to cure any defect in Lessee's compliance with the Lease, such that upon such cure the Lessee would be entitled to the non-disturbance of the Lease.

(d) Nothing in the Mortgage Loan Documents or any replacement documents with any Transferee will preclude Investor's right to collect the Priority Return and the Asset Management Fee (as such terms are defined in the Lessee's Operating Agreement) from Lessee, Gx Chicago Master Tenant Manager, LLC, an Illinois limited liability company (in such capacity, together with its successors and assigns, the "Lessee's Managing Member") and/or any

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guarantor of such obligations to Investor. However, if, at anytime during the Recapture Period, Lessee is in default of its obligations to pay (i) rent, (ii) additional rent or (iii) any other amounts due under the Lease (collectively, the "Amounts Due"), then no distributions of cash flow may be made to any member of Lessee under Lessee's Operating Agreement and Lessee shall pay to Owner or Transferee, as applicable, all amounts of cash flow available from any source after the payment of reasonable and necessary operating expenses. Such amounts paid will be applied to Lessee's obligations to pay Amounts Due with any unsatisfied obligations accruing until Lessee has cash flow available to pay all such Amounts Due.

(e) No event of default under the Mortgage Loan Documents or any replacement documents with any Transferee will result from (i) the exercise of the "Put" or the "Call Option" as described in the Purchase Agreement dated as of December 20, 2010 between Investor and Lessee's Managing Member or (ii) the removal of the Lessee's Managing Member by Investor pursuant to the Lessee's Operating Agreement.

(f) After a Transfer, if Owner has not yet received approval by the National Park Service of Part 3 of the Historic Preservation Certification Application – Request for Certification of Completed Work, then Lender and/or Transferee agree to take all commercially reasonable actions requested by Lessee and Investor to obtain such approval (at the sole expense of Lessee or Investor), including, without limitation, the execution of the Part 3 application and providing access to the Property for inspection by the National Parks Service and any similar state agency.

(g) During the Recapture Period without the prior written consent of Investor, neither Lender, Owner nor any Transferee shall take any action, authorize or consent to any action or otherwise permit any physical alterations to Property that might reasonably impact the status of the Building as a certified historic structure or that violate or conflict with the Part 2 approval. Such alterations include, but are not limited to (a) alteration of the façade of the Building including the alteration, repair or replacement of window and door elements, (b) construction of a new building addition which overshadows the historic structure, or (c) the demolition or destruction of any portion of the Building.

(h) Notwithstanding any language contained in this Agreement to the contrary, nothing contained herein shall be construed to restrict, in any manner whatsoever, the capacity of the Lender to enforce the Municipal Code of Chicago and, without limitation, to take all necessary action to protect the citizens of the City of Chicago from any dangerous or hazardous conditions in connection with the Property that may pose a threat to public safety.

(i) The provisions of this Agreement are binding on Lender shall also be binding on any Transferee.

5. Attornment.

(a) Lessee shall attorn to any Transferee, including Lender if Lender becomes a Transferee, as the landlord under the Lease, provided such Transfer complies with the provisions of this Agreement. Said attornment is subject to the limitation of Transferee's obligations set

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forth in Section 5(b) below and shall be effective and self-operative without the execution of any further instruments upon Transferee succeeding to the interest of the landlord under the Lease. Within ten (10) days after receipt of a written request therefor from a Transferee, Lessee agrees to provide such Transferee with a written confirmation of its attornment and any other matter set forth in this Agreement.

(b) Upon a Transfer of the Property to a Transferee, which Transfer complies with the provisions of this Agreement, the Lease will be recognized as a direct lease from Transferee to Lessee upon such Transfer for the balance of the term thereof. In the event that the Lease is recognized as a direct lease from a Transferee as aforesaid, then the liability of a Transferee under the Lease shall exist only so long as such Transferee is the owner of the Property, and such liability shall not continue or survive with respect to claims accruing after further transfer of ownership. A Transferee shall not be: (i) liable for any act or omission of any prior landlord (including Owner), (ii) subject to any offsets or counterclaims which Lessee may have against a prior landlord (including Owner), unless expressly provided for herein, (iii) bound by any prepayment of Base Rent which Lessee may have made in excess of the amounts then due for the next succeeding month, unless specifically approved in writing by Lender, or be liable or responsible for any security deposit or other sums which Lessee may have paid under the Lease unless such deposit or other sums have been physically delivered to Transferee, (iv) bound by any notices given by Lessee to Owner of which it did not also receive notice, (v) required after a fire, casualty or condemnation of the Property to repair or rebuild the same to the extent that such repair or rebuilding requires funds in excess of the insurance or condemnation proceeds specifically allocable to the Property and arising out of such fire, casualty or condemnation which have actually been received by a Transferee, and then only to the extent required by the terms of the Lease, (vi) bound by any modification to the Lease made without Lender's consent, or (vii) required to undertake or complete any of Landlord's Work.

6. Notice and Cure Rights.

(a) Lessee and Owner each agrees, simultaneously with the giving of any notice under the Lease, to give a duplicate copy thereof to Lender. Should either Owner or Lessee default in respect of any of the provisions of the Lease, Lender shall have the right, but not the obligation, to cure such default, and either Lessee or Owner, as the case may be, shall accept performance by or on behalf of Lender as though, and with the same effect as if, it had been done or performed by the defaulting party. Lender will have a period of time after the service of such notice upon it within which to cure the default specified in such notice, or cause it to be cured, which is the same period for cure, if any, as is given under the Lease in respect of the specified default after the giving of any required notice thereunder.

(b) Lender and Owner each agrees, simultaneously with the giving of any notice with respect to the Mortgage Loan, to use its best efforts to give a duplicate copy thereof to Lessee and to Investor. Should (i) Owner default in respect of any of the provisions of the Mortgage Loan or (ii) Owner or Lessee default in respect of any of the provisions of the Lease, Investor shall have the right, but not the obligation, to cure such default or cause it to be cured, and Lender and Owner, as the case may be, shall accept performance by or on behalf of Investor as though, and with the same effect as if it had been done or performed by Owner or Lessee, as the

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case may be. Lessee and Investor each will have a period of time (co-terminously) after the service of such notice upon it within which to cure or cause to be cured the default specified in such notice, or cause it to be cured, which is the same period for cure, if any, as is given under the Mortgage Loan Documents in respect of the specified default after the giving of any required notice thereunder.

7. Miscellaneous.

(a) This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, their successors and assigns (including all Transferees); provided, however, that in the event of the assignment or transfer of the interest of a Transferee, all obligations and liabilities of such Transferee under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom the Transferee's interest is assigned or transferred; and provided further that the interest of Lessee under this Agreement may not be assigned or transferred except to the extent the assignment of Lessee's interest in the Lease is permitted under the Lease.

(b) This Agreement is the whole and only agreement among the parties hereto with regard to the subordination of the Lease to the lien or charge of the Mortgage, and shall supersede and cancel all other subjection or subordination agreements, including, but not limited to, those provisions, if any, contained in the Lease that provide for the subjection or subordination of said Lease to a deed of trust or to a mortgage or mortgages, or other similar mortgage loan documents. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto.

(c) This Agreement shall be governed by, construed, applied and enforced in accordance with the laws of the State of Illinois. The invalidity, legality or enforceability of any provision of this Agreement shall not affect or impair the validity, legality or enforceability of the remainder of this Agreement, and to this end, the provisions of this Agreement are declared to be severable.

(d) In the event any legal action or proceeding is commenced to interpret or enforce the terms of, or obligations arising out of, this Agreement, or to recover damages for the breach thereof, the party prevailing in any such action or proceeding shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, costs and expenses incurred by the prevailing party.

(e) The Lease may not be modified or amended, nor shall the Lease be canceled or surrendered, without the consent, in each instance, of Lender.

(f) Investor agrees to consider, at the request of Lender, to terminate or amend this Agreement when the Senior Construction Loan with Related UBC Opportunity Fund, L.P. is refinanced by Owner.

(g) Any notices required hereunder will be in writing and will be either given by U.S. registered or certified mail, return receipt requested, with postage prepaid (except in the event of

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a postal disruption, by strike or otherwise, in the United States), or sent by telex or facsimile promptly confirmed in writing, or sent by personal delivery by a nationally recognized courier service for next day delivery. The current addresses and telecopy numbers of the parties to which any notice provided for herein shall be sent, are as follows:

If to Owner:

Gx Chicago, LLC
c/o Baum Real Estate Services, LLC
1030 W. Chicago Avenue, Suite 300
Chicago, IL 60622
Attention: Douglas Baum
Facsimile: (312) 628-8133

With copies to:

Ginsberg Jacobs LLC
300 South Wacker Drive, Suite 2450
Chicago, IL 60606
Attention: Darryl Jacobs, Esq.
Facsimile: (312) 660-9612

and

Baum Development, LLC
1030 W. Chicago, Suite 300
Chicago, IL 60642
Attention: Talia A. Lissner, Esq.
Facsimile: (312) 666-7970

If to Lessee:

Gx Chicago Master Tenant, LLC
c/o Gx Chicago Master Tenant Manager, LLC
c/o Baum Real Estate Services, LLC
1030 W. Chicago Avenue, Suite 300
Chicago, IL 60622
Attention: Douglas Baum
Facsimile: (312) 628-8133

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With copies to:

Ginsberg Jacobs LLC
300 South Wacker Drive, Suite 2450
Chicago, IL 60606
Attention: Darryl Jacobs, Esq.
Facsimile: (312) 660-9612

and

Baum Development, LLC
1030 W. Chicago, Suite 300
Chicago, IL 60642
Attention: Talia A. Lissner, Esq.
Facsimile: (312) 666-7970

If to Investor:

Chevron U.S.A. Inc.
345 California Street, 30th Floor
San Francisco, CA 94104
Attention: Richard Sheehy
Facsimile: (415) 733-4591

With a copy to:

Holland & Knight LLP
10 St. James Avenue
Boston, MA 02116
Attention: Harry Dannenberg, Esq.
Facsimile: (617) 523-6850

If to Lender:

Department of Community Development
City of Chicago
121 North LaSalle Street, 10th Floor
Chicago, IL 60602
Attention: Commissioner
Facsimile: (312) 744-2271

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With copies to:

Department of Law
 City of Chicago
 121 North LaSalle Street, Room 600
 Chicago, IL 60602
 Attention: Finance and Economic Development Division
 Facsimile: (312) 744-8538

and

Department of Finance
 City of Chicago
 121 North LaSalle Street, Room 600
 Chicago, IL 60602
 Attention: City Comptroller
 Facsimile: (312) 742-6544

Any party may designate another addressee (and/or change its address or telecopy number) for notices hereunder by a notice given pursuant to this Section 7(g). Notices delivered personally or by facsimile will be effective upon delivery to an authorized representative of the party at the designated address; notices sent by mail in accordance with the above paragraph will be effective upon execution by the addressee of the return receipt requested.

(h) This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart. Lender hereby represents and warrants as follows: (i) there are no conditions precedent to the effectiveness of this Agreement that have not been satisfied or waived; (ii) the Mortgage Loan Documents have been finalized and fully executed and there are no further conditions precedent to the closing of the Mortgage Loan; and (iii) the conditions set forth in the HUD Commitment Letter dated December 20, 2010 have been or will promptly be satisfied. Lender acknowledges that Investor is relying upon the foregoing in making its investment in the Project, and that Lender's willingness to disburse amounts under the Mortgage Loan (notwithstanding that no proceeds of the Mortgage Loan are to be disbursed concurrently with such initial disbursement of proceeds of the investment) is expressly subject to the understanding pursuant to the terms of the Mortgage Loan Documents, a material amount of proceeds under the Mortgage Loan shall be available for disbursement, and shall be disbursed, not more than sixty (60) days from and after the date of initial funding of the Investor's equity in such amounts as are sufficient to satisfy the required funding ratios pursuant to the Construction Loan Escrow Agreement of even date herewith.

[SIGNATURE PAGE FOLLOWS]

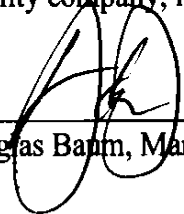
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IN WITNESS WHEREOF, the parties have hereunto set their signatures and seals to this Subordination, Non-Disturbance and Attornment Agreement as of the date first above written.

OWNER:

GX CHICAGO, LLC, an Illinois limited liability company

By: Baum Real Estate Services, LLC, an Illinois limited liability company, its Managing Member

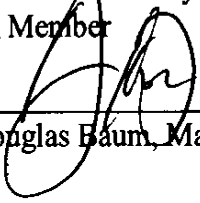
By: 

Douglas Baum, Manager

LESSEE:

GX CHICAGO MASTER TENANT, LLC, an Illinois limited liability company

By: Gx Chicago Master Tenant Manager, LLC, an Illinois limited liability company, its Managing Member

By: 

Douglas Baum, Manager

LENDER:

THE CITY OF CHICAGO, ILLINOIS, an Illinois municipal corporation

By: _____
Andrew J. Mooney
Acting Commissioner
Department of Community Development

INVESTOR:

CHEVRON U.S.A. INC., a Pennsylvania corporation

By: _____
Richard Sheehy, Attorney in Fact

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OWNER: GX CHICAGO, LLC, an Illinois limited liability company

By: Baum Real Estate Services, LLC, an Illinois limited liability company, its Manager

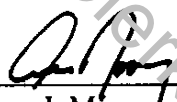
By: _____
Douglas Baum, Manager

LESSEE: GX CHICAGO MASTER TENANT, LLC, an Illinois limited liability company

By: Gx Chicago Master Tenant Manager, LLC, an Illinois limited liability company, its Managing Member

By: _____
Douglas Baum, Manager

LENDER: THE CITY OF CHICAGO, ILLINOIS, an Illinois municipal corporation

By:  _____
Andrew J. Mooney
Acting Commissioner
Department of Community Development

INVESTOR: CHEVRON U.S.A. INC., a Pennsylvania corporation

By: _____
Richard Sheehy, Attorney in Fact

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OWNER: GX CHICAGO, LLC, an Illinois limited liability company

By: Baum Real Estate Services, LLC, an Illinois limited liability company, its Manager

By: _____
Douglas Baum, Manager

LESSEE: GX CHICAGO MASTER TENANT, LLC, an Illinois limited liability company


By: Gx Chicago Master Tenant Manager, LLC, an Illinois limited liability company, its Managing Member

By: _____
Douglas Baum, Manager

LENDER: THE CITY OF CHICAGO, ILLINOIS, an Illinois municipal corporation

By: _____
Andrew J. Mooney
Acting Commissioner
Department of Community Development

INVESTOR: CHEVRON U.S.A. INC., a Pennsylvania corporation

By: 
Richard Sheehy, Attorney in Fact

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

In said county and state, on this 16th day of December, 2010, before me personally appeared the above-named Douglas Baum, Manager of Baum Real Estate Services, LLC, an Illinois limited liability company and the managing member of Gx Chicago, LLC, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed as Manager and the free act and deed of said limited liability companies.

Dragica Perunac
Notary Public
My Commission Expires: 6-29-2011



STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

In said county and state, on this 16th day of December, 2010, before me personally appeared the above-named Douglas Baum, Manager of Gx Chicago Master Tenant Manager, LLC, an Illinois limited liability company and the managing member of Gx Chicago Master Tenant, LLC, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed as Manager and the free act and deed of said limited liability companies.

Dragica Perunac
Notary Public
My Commission Expires: 6-29-2011



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STATE OF ILLINOIS

)

) ss.

COUNTY OF COOK

)

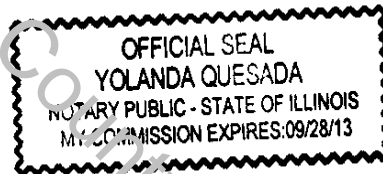
In said county and state, on this 20 day of December, 2010, before me personally appeared the above-named Andrew J. Mooney, Acting Commissioner of the City of Chicago Department of Community Development, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed as Acting Commissioner and the free act and deed of said City of Chicago.

Yolanda Quesada

Notary Public

My Commission Expires: 9-28-2013

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Exhibit A

Legal Description

| | |
|-----------------|---------------------------|
| STREET ADDRESS: | 2545 West Diversey Avenue |
| CITY: | Chicago, Illinois |
| COUNTY: | COOK |
| TAX NUMBERS: | 13-25-404-001-0000 |
| | 13-25-405-001-0000 |
| | 13-25-405-002-0000 |

LEGAL DESCRIPTION

PARCEL 1:

LOTS 1 TO 13, BOTH INCLUSIVE, LOTS 26 TO 34, BOTH INCLUSIVE, AND THE VACATED ALLEY RUNNING NORTH AND SOUTH LYING BETWEEN LOTS 1 TO 12 AND 26 TO 34, AND ALSO THE VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID NORTH AND SOUTH VACATED ALLEY AND SOUTH OF LOTS 12, 13, 26, 27, AND 28 AND ADJOINING SAID LOTS, AND THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD IN BLOCK 17 IN CROSBY'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 42 AND 43 IN BLOCK 24 IN CROSBY'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS