

This Instrument prepared by and
After recording be returned to:
Bruce W. Craig
Craig Law Firm
2043 Maplewood Circle
Suite 100
Naperville, Illinois 60563

NTS # 11000140398

ASSIGNMENT OF RENTS

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This Assignment of Rents (this "Assignment of Rents") is made as of March 27, 2013 by HAN Enterprises, LLC Series E, an Illinois Limited Liability Company having a mailing address at 7033 N. Kedzie Avenue, Apartment 416, Chicago, IL 60645-2810 (hereinafter referred to as "Grantor"), to West Town Savings Bank, having an office at 7820 West 26th Street, North Riverside, Illinois 60546 (hereinafter referred to as "Lender"), and pertains to that certain real estate described in Exhibit "A" (the "Premises"), which is attached hereto and hereby made a part hereof.

ARTICLE I.
RECITALS

Section 1.1 Note. Whereas, BLACK LION AUDIO, INC. ("Borrower") has executed and delivered to Lender a U.S. Small Business Administration Note (together with any amendments, modifications, renewals or extensions thereof or substitutions therefor, the "Note") of even date herewith, wherein Borrower promises to pay to the order of Lender the principal amount of Four Hundred Fifty Thousand and NO/100 (\$450,000.00) in repayment of a loan (the "Loan") from Lender to Borrower in like amount, or so much thereof as may now or hereafter be disbursed by Lender under the Note, together with interest thereon, in installments as set forth in the Note, on or before a date that is ten (10) years from the date hereof (the "Maturity Date") and on the Maturity Date the entire unpaid principal balance of the Loan, and all outstanding and unpaid costs and fees, shall be due and payable;

Section 1.2 Other Loan Documents. Whereas, as security for the repayment of the Loan in addition to this Assignment, there have been executed and delivered to Lender the certain Mortgage (the "Mortgage") of even date herewith from Grantor to Lender, granting to Lender a second lien on the Premises, and certain other loan documents (the Note, the Mortgage, this Assignment, the other loan documents, and all other documents, whether now or hereafter existing, that are executed and delivered as additional evidence of or security for repayment of the Loan, are hereinafter referred to collectively as the "Loan Documents"); and

Section 1.3 Assignment. Whereas, as security for the repayment of the Loan in addition to the other Loan Documents, Grantor is required by the Loan Documents to execute and deliver to Lender this Assignment of Rents; and whereas, Grantor has agreed to execute this Assignment of Rents to induce Lender to make the Loan.

ARTICLE II.
GRANT

Now, therefore, as further security for the repayment of the Loan and the Note, including any and all amendments, modifications, renewals and extensions thereof, and in consideration of the matters recited hereinabove, Grantor does hereby sell, assign and transfer to Lender all rents, issues, deposits and profits now due and which may hereafter become due under or by reason of any lease or any letting of, or any agreement for the use, sale, or occupancy of the Premises or any portion thereof (whether written or verbal), which may have been heretofore or may hereafter be made or agreed to, or which may be made or agreed to, by Lender under the powers herein granted, including without limitation, escrow and other agreements, it being Grantor's intention hereby to establish an absolute transfer and assignment of all such leases, and escrow and other agreements pertaining thereto (such leases, contracts and escrow and other agreements being collectively referred to hereinbelow as "agreements" and any such individual lease, contract, escrow or other agreement being referred to hereinbelow as an "agreement"), and all the avails thereof, to Lender; and

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Grantor does hereby appoint irrevocably Lender its true and lawful attorney in its name and stead (with or without taking possession of the Premises) to rent, lease, let, or sell all or any portion of the Premises to any party or parties at such price and upon such term as Lender in its sole discretion may determine, and to collect all of such rents, issues, deposits, profits, and avails now due, or that may hereafter become due under any and all of such agreements or other tenancies now or hereafter existing on the Premises, with the same rights and powers and subject to the same immunities, exoneration of liability, and rights of recourse and indemnity as Lender would have upon taking possession of the Premises pursuant to the provisions set forth hereinbelow.

This Assignment confers upon Lender a power coupled with an interest and it cannot be revoked by Grantor.

ARTICLE III. GENERAL AGREEMENTS

Section 3.1 Available Rents. Grantor represents and agrees that no rent for right of future possession has been or will be paid by any person in possession of any portion of the Premises in excess of one (1) installment thereof paid in advance and that no payment of rents to become due for any portion of the Premises has been or will be waived, conceded, released, reduced, discounted, or otherwise discharged or compromised by Grantor. Grantor waives any right of set-off against any person in possession of any portion of the Premises. Grantor agrees that it will not assign any of such rents, issues, profits, deposits, or avails except to a purchaser or grantee of the Premises.

Section 3.2 Lease Modifications. Grantor shall not agree to any modification of the terms, or a voluntary surrender, of any such lease or agreement without the prior written consent of Lender.

Section 3.3 Management of Premises. At all times while Lender is not in actual possession of the Premises, Grantor shall use its best efforts to manage the Premises, or cause the Premises to be managed, in accordance with sound business practices.

Section 3.4 Future Assignments. Grantor further agrees to assign and transfer to Lender all future leases and agreements pertaining to all or any portion of the Premises and to execute and deliver to Lender, immediately upon demand of Lender, all such further assurances and assignments pertaining to the Premises as Lender may from time to time require.

ARTICLE IV. DEFAULTS AND REMEDIES

Section 4.1 Exercise of Rights. Although it is the intention of Grantor and Lender that this Assignment be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Lender shall not exercise any of the rights and powers conferred upon it herein unless and until a "Default" (as that term is defined in any of the Loan Documents) has occurred in the payment of interest or principal due under the Note or in the performance or observance of any of the other provisions of the Note, the Mortgage, this Assignment, or any of the other Loan Documents, and nothing herein contained shall be deemed to affect or impair any rights Lender may have under the Note or any of the other Loan Documents.

Section 4.2 Application of Rents. Lender, in the exercise of the rights and powers conferred upon it herein, shall have full power to use and apply the rents, issues, deposits, profits, and avails of the Premises to the payment of or on account of the following, in such order as Lender may in its sole discretion determine:

A. operating expenses of the Premises (including without limitation costs of management, sale, and leasing thereof, which shall include reasonable compensation to Lender and its agents if management be delegated thereto, and lease or sale commissions and other compensation and expenses of seeking and procuring tenants or purchasers and entering into leases or sales), establishing any claims for damages, and premiums on insurance authorized hereinabove;

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B. taxes, special assessments, and water and sewer charges on the Premises now due or that may hereafter become due;

C. any and all repairs, decorating, renewals, replacements, alterations, additions, and betterments and improvements of the Premises (including without limitation the cost from time to time of installing or replacing ranges, refrigerators, and other appliances or other personal property therein, and of placing the Premises in such condition as will, in the sole judgment of Lender, make them readily rentable or salable);

D. any indebtedness secured by the Mortgage or any deficiency that may result from any foreclosure sale pursuant thereto; and

E. any remaining funds to Grantor or its successors or assigns, as their interests and rights may appear.

Section 4.3 Authorization to Lessees. Grantor does further specifically authorize and instruct each and every present and future lessee or purchaser of all or any portion of the Premises to pay all unpaid rentals or deposits agreed upon in any lease or agreement pertaining to the Premises to Lender upon receipt of demand from Lender to pay the same.

Section 4.4 Right of Possession. In any case in which Lender has a right, under the provisions of the Mortgage, to institute foreclosure proceedings (whether before or after declaration of the entire principal amount secured thereby to be immediately due, before or after institution of legal proceedings to foreclose the lien thereof, or before or after sale thereunder), Grantor agrees, immediately upon demand of Lender, to surrender to Lender, and Lender (personally or by its agents or attorneys) shall be entitled to take, actual possession of the Premises or any portion thereof, and in any such case Lender in its sole discretion may enter upon and take and maintain possession of all or any portion of the Premises, together with all the documents, books, records, papers, and accounts of Grantor or the then owner of Premises relating thereto, may exclude Grantor and its employees and agents wholly therefrom, and may, as attorney-in-fact or agent of Grantor, or in its own name as Lender and under the powers herein granted, hold, operate, manage, and control the Premises and conduct business therefrom either personally or by its agents, with full power to use such measures, legal or equitable, as in its sole discretion may be deemed proper or necessary to enforce the payment of all rents, issues, deposits, profits, and avails of the Premises (including without limitation actions for the recovery of rent, actions in forcible detainer, and actions in distress for rent). Grantor hereby grants to Lender full power and authority to exercise each and every one of the rights, privileges, and powers herein granted at any and all times hereafter, without notice to Grantor, and with full power to cancel or terminate any lease (and any sublease) or agreement pertaining to the Premises for any cause or on any ground that would entitle Grantor to cancel the same, to elect to disaffirm any such lease (and any sublease) or agreement made subsequent to the Mortgage or subordinated to the lien thereof, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements to the Premises that Lender in its sole discretion deems appropriate, to insure (and reinsure) the same for all risks incidental to Lender's possession, operation, and management thereof, and to receive all such rents, issues, deposits, profits, and avails.

Section 4.5 Indemnity. Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligations, duty, or liability under any leases or agreements pertaining to the Premises, and Grantor shall and does hereby agree to indemnify and hold Lender harmless of and from any and all liability, loss, and damage that it may or might incur under any such leases or agreements or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or conditions contained in such leases or agreements. Should Lender incur any such liability, loss, or damage under such leases or agreements, or under or by reason of the assignment thereof, or in the defense of any claims or demands relating thereto, Grantor shall reimburse Lender for the amount thereof (including without limitation costs, expenses, and reasonable attorneys' fees) immediately upon demand.

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Section 4.6 Limitation of Liability. Nothing herein contained shall be construed as making or constituting Lender a “mortgagee in possession” in the absence of the taking of actual possession of the Premises by Lender pursuant to the provisions set forth hereinbelow. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Grantor.

Section 4.7 Nature of Remedies. It is understood and agreed that the provisions set forth herein shall be deemed a special remedy given to Lender, and shall not be deemed exclusive of any of the remedies granted in the Note, the Mortgage, or any of the other Loan Documents, but shall be deemed an additional remedy and shall be cumulative with the remedies therein granted.

Section 4.8 Continual Effectiveness. It is expressly understood that no judgment or decree entered on any debt secured or intended to be secured by any of the other Loan Documents shall operate to abrogate or lessen the effect of this Assignment, but the same shall continue in full force and effect until the payment and discharge of any and all indebtedness secured thereby, in whatever form such indebtedness may be, and until the indebtedness secured thereby shall have been paid in full and all bills incurred by virtue of the authority contained herein have been fully paid out of the rents, issues, deposits, profits, and avails of the Premises, by Grantor, or by any guarantor of payment of the Note, or until such time as this Assignment may be voluntarily released. This Assignment shall also remain in full force and effect during the pendency of any foreclosure proceedings pursuant to the Mortgage, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree, unless the indebtedness secured by the Mortgage is fully satisfied before the expiration of any period of redemption.

ARTICLE V. MISCELLANEOUS

Section 5.1 Notices. Any notice that Lender or Grantor may desire or be required to give to any other such party shall be in writing and shall be mailed or delivered to the intended recipient thereof at its address hereinabove set forth or at such other address as such intended recipient may, from time to time, by notice in writing, designate to the sender pursuant hereto. Any such notice shall be deemed to have been delivered two (2) business days after mailing by United States registered or certified mail, return receipt requested, or one (1) business day after deposit with a national overnight delivery carrier, or when delivered in person with written acknowledgment of the receipt thereof. Except as otherwise specifically required herein, notice of the exercise of any right or option granted to Lender by this Assignment is not required to be given.

Section 5.2 Governing Law. The place of negotiation, execution, and delivery of this Assignment, the location of the Premises, and the place of payment and performance under the Loan Documents being the State of Illinois, this Assignment shall be construed and enforced according to the laws of that State.

Section 5.3 Rights and Remedies. All rights and remedies set forth in this Assignment are cumulative, and the holder of the Note and of every other obligation secured hereby may recover judgment thereon, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby. Unless expressly provided in this Assignment to the contrary, no consent or waiver, express or implied, by any interested party referred to herein, to or of any breach or default by any other interested party referred to herein, in the performance by such other party of any obligations contained herein shall be deemed a consent to or waiver of the party of any obligations contained herein or waiver of the performance by such party of any other obligations hereunder or the performance by any other interested party referred to herein of the same, or of any other, obligations hereunder.

Section 5.4 Interpretation. If any provision of this Assignment, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstance, is held invalid, the validity of the remainder of this Assignment shall be construed as if such invalid part were never included herein. The headings of sections and paragraphs in this Assignment are for convenience or reference only and shall not be construed in any way to limit or

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define the content, scope, or intent of the provisions hereof. As used in this Assignment, the singular shall include the plural, and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires.

Section 5.5 Successors and Assigns. This Assignment and all provisions hereof shall be binding upon Grantor, their heirs, successors, assigns, and legal representatives, and all other persons or entities claiming under or through Grantor and the words "Borrower" when used herein, shall include all such persons and entities and any others liable for the payment of the indebtedness secured hereby or any part thereof, whether or not they have executed the Note or this Assignment. The word "Lender," when used herein, shall include Lender's successors, assigns, and legal representatives, including all other holders, from time to time, of the Note. This Assignment shall run with the land constituting the Premises.

Section 5.6 Acknowledgement of SBA Enforcement Provisions. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

(a) When SBA is the Holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.

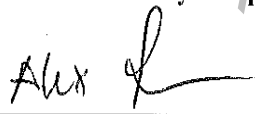
(b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Grantor or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Grantor, or defeat any claim of SBA with respect to the Loan described herein.

(c) Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

IN WITNESS WHEREOF, Grantor has caused this Assignment of Rents to be executed as of the date hereinabove first written.


GRANTOR:

**HAN Enterprises, LLC Series E,
an Illinois Limited Liability Company**

By: 

Name: Alexander Turik

Title: Managing Member

By: 

Name: Nikita Turik

Title: Managing Member

By: The Harold Eisenberg Living Trust as Governed by the
2009 Restatement of Trust Agreement, as a Managing Member
of Grantor

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By: Alex Tu
Name: Alexander Turik-Eisenberg a/k/a Alexander Turik
Title: Co-Trustee of The Harold Eisenberg Living Trust

By: Nikita Turik-Eisenberg
Name: Nikita Turik-Eisenberg a/k/a Nikita Turik
Title: Co-Trustee of The Harold Eisenberg Living Trust

By: Harold Eisenberg
Name: Harold Eisenberg
Title: Co-Trustee of The Harold Eisenberg Living Trust

Property of Cook County Clerk's Office

This document prepared by and after recording should be returned to:
Bruce W. Craig
Craig Law Firm
2043 Maplewood Circle
Suite 100
Naperville, Illinois 60563

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
) SS.
COUNTY OF COOK)

On this 6 th day of March, 2012 before me, a Notary Public in and for said County and State, appeared Alexander Turik, to me personally known to be or who evidenced to me to be one of the Managing Members of **HAN Enterprises, LLC Series E, an Illinois Limited Liability Company** and that the foregoing instrument was signed and sealed on behalf of said limited liability company and that he acknowledged the foregoing instrument to be the free act and deed of said limited liability company.

Corina Dudas
NOTARY PUBLIC

My Commission Expires:
06/04/2016



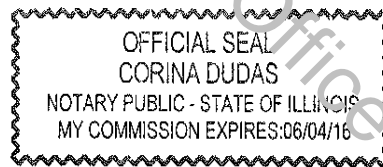
ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
) SS.
COUNTY OF COOK)

On this 6 th day of March, 2012 before me, a Notary Public in and for said County and State, appeared Nikita Turik, to me personally known to be or who evidenced to me to be one of the Managing Members of **HAN Enterprises, LLC Series E, an Illinois Limited Liability Company** and that the foregoing instrument was signed and sealed on behalf of said limited liability company and that he acknowledged the foregoing instrument to be the free act and deed of said limited liability company.

Corina Dudas
NOTARY PUBLIC

My Commission Expires:
06/04/2016



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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, CORINA DUDAS, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Alexander Turik-Eisenberg a/k/a Alexander Turik known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed and delivered said instrument as his/her/their own free and voluntary act, individually, as well as in his/her/their capacity as one of the Co-Trustees of The Harold Eisenberg Living Trust as Governed by the 2009 Restatement of Trust Agreement and any amendments thereto and as the free and voluntary act of such Trustee and of such Trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6th day of March, 2013.



Corina Dudas
Notary Public

My Commission Expires:
06/04/2016

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, CORINA DUDAS, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Nikita Turik-Eisenberg a/k/a Nikita Turik known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed and delivered said instrument as his/her/their own free and voluntary act, individually, as well as in his/her/their capacity as one of the Co-Trustees of The Harold Eisenberg Living Trust as Governed by the 2009 Restatement of Trust Agreement and any amendments thereto and as the free and voluntary act of such Trustee and of such Trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6th day of March, 2013.



Corina Dudas
Notary Public

My Commission Expires:
06/04/2016

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, CORINA DUDAS, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Harold Eisenberg known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed and delivered said instrument as his/her/their own free and voluntary act, individually, as well as in his/her/their capacity as one of the Co-Trustees of The Harold Eisenberg Living Trust as Governed by the 2009 Restatement of Trust Agreement and any amendments thereto and as the free and voluntary act of such Trustee and of such Trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6th day of March, 2013.



Corina Dudas
Notary Public

My Commission Expires:

06/04/2016

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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1: UNIT 4E IN 5300 NORTH LINCOLN CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING REAL ESTATE: LOTS 37, 38, AND 39 IN OLIVER SALINGER AND COMPANY'S LINCOLN AVENUE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH ½ OF THE WEST ¾ OF THE EAST ¼ OF THE NORTHEAST ¼ OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING WEST OF LINCOLN AVENUE, EXCEPTING THERE FROM PARCEL 2 (RETAIL PROPERTY-UNIT B) AND PARCEL 3 (RETAIL PROPERTY-UNIT A) MORE PARTICULARLY DESCRIBED AS FOLLOWS: PARCEL 2 (RETAIL PROPERTY-UNIT B): THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION 37.82 FEET (CHICAGO CITY DATUM) AND LYING BELOW A HORIZONTAL PLANE AT ELEVATION 50.02 FEET (CHICAGO CITY DATUM) DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT 4.84 WEST OF THE SOUTHEAST CORNER OF LOT 39; THENCE WEST, A DISTANCE OF 22.37 FEET; THENCE NORTH, A DISTANCE 10.20 FEET; THENCE WEST, A DISTANCE OF 7.41 FEET; THENCE NORTH, A DISTANCE OF 27.93 FEET; THENCE EAST, A DISTANCE OF 17.91 FEET; THENCE SOUTH, A DISTANCE OF 2.20 FEET; THENCE EAST, A DISTANCE OF 9.84 FEET; THENCE NORTH, A DISTANCE OF 0.87 FEET; THENCE EAST, A DISTANCE OF 2.00 FEET; THENCE SOUTH, A DISTANCE OF 37.67 FEET TO THE POINT OF BEGINNING, COOK COUNTY, ILLINOIS, PARCEL 3 (RETAIL PROPERTY-UNIT A): THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLACE AT ELEVATION 37.82 FEET (CHICAGO CITY DATUM) DESCRIBED AS FOLLOWS; BEGINNING AT THE POINT 0.76 FEET SOUTH AND 4.85 FEET WEST OF THE NORTHEAST CORNER OF LOT 37; THENCE SOUTH, A DISTANCE OF 37.00 FEET; THENCE WEST, A DISTANCE OF 2.00 FEET; THENCE NORTH, A DISTANCE OF 0.24 FEET; THENCE WEST, A DISTANCE OF 7.71 FEET; THENCE SOUTH, A DISTANCE OF 0.54 FEET; THENCE WEST, A DISTANCE OF 14.50 FEET; THENCE NORTH, A DISTANCE OF 10.36 FEET; THENCE WEST, A DISTANCE OF 5.80 FEET; THENCE NORTH, A DISTANCE OF 27.80 FEET; THENCE EAST, A DISTANCE OF 30.04 FEET TO THE POINT OF BEGINNING, COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 0716315136; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AS AMENDED FROM TIME TO TIME, COOK COUNTY, ILLINOIS. PARCEL 4: EXCLUSIVE RIGHT TO USE OF PARKING SPACE P-6, A LIMITED COMMON ELEMENT AS DELINEATED IN THE DECLARATION OF CONDOMINIUM AND PLAT OF SURVEY RECORDED AS DOCUMENT NO. 0716315136. PARCEL 5: EASEMENT FOR INGRESS AND EGRESS AS CREATED BY RECIPROCAL EASEMENT DECLARATION DATED JUNE 12, 2007 AND RECORDED AS DOCUMENT NO. 0716315135, BETWEEN LINCOLN MANOR COND. LLC AND LINCOLN MANOR CONDOMINIUM ASSOCIATION.

Common Address of Property: 5300 Lincoln, 4E, Chicago, IL 60625

Permanent Tax Identification Number: 13-12-224-035-1015