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

Jonathan I. Sirois, Esq. Holland & Knight LLP 10 St. James Avenue, 11th Floor Boston, Massachusetts 02116

Doc#: 1336129091 Fee: \$70.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 12/27/2013 04:12 PM Pg: 1 of 17



Doc#: 1336545055 Fee: \$70.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 12/31/2013 02:05 PM Pg: 1 of 17

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

SUBORDINATION, THIS NONDISTURBANCE AND AGREEMENT (this "Agreement") is made and entered into as of December 27, 2013 by and **ATTORNMENT** among ROSENWALD COURTS MASTER TENANT, LP, an Illinois limited partnership ("Lessee"); ROSENWALD COURTS APARTMENTS, LP, an Illinois limited partnership ("Owner"); BURTON ROSENWALD GP, LLC, an Illinois limited liability company (together with any permitted successors or assigns, (re "Lender"); and USA HTC ROSENWALD LLC, a Delaware limited liability company ("Investor").

RECITALS

WHEREAS, Owner is the owner of certain buildings located in Chicago, Illinois and commonly known as Rosenwald Courts (collectively, the "Bullding"), which Owner intends to rehabilitate; and

WHEREAS, Owner is the owner of the certain tract(s) of land up on 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, logether with the Building, the "Property"); and

WHEREAS, Owner intends to rehabilitate 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");

WHEREAS, Lessee has been formed to lease the Property including the rehabilitated Building from Owner pursuant to the terms of that certain Master Lease dated as of December 1, 2013, between Owner, as landlord, and Lessee, as lessee (the "Lease"); and

Rerecorded to correct dolls on the second page. dates

Near North National Title 222 N. LaSalle Chicago, IL 60601 10

#26853646_v2

WHEREAS, pursuant to that certain Amended and Restated Agreement of Limited Partnership of Lessee dated as of December 1, 2013 (the "Lessee's Partnership Agreement"), Investor has acquired a 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 as of December 1, 2013 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 Non-Negotiable DTC Promissory Note made by Owner for the benefit of Lender dated as of December 27, 2013 (the "Note") relating to a loan by Lender to Owner, which Mortgage Loan is secured by means of a sixth lien mortgage or deed of trust on the Property dated as of December 24, 2013 (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 I ender 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. <u>Defined Terms</u>. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease. In addition to the defined term a 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
- (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.

"Recarture 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)(2) 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 hear of foreclosure for the property, or (e) any transfer or abandonment of possession of the Property of 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. <u>Lender Consent</u>. 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 Partnership 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.
- 3. <u>Subordination</u>. So long as Lender 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. <u>Lender's Exercise of Remedies: Non-Disturbance.</u>

- (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 or exercise any other right or remedy, provided such Transfer or exercise of such right or remedy does not cause a Recapture Event; 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 thirty (30) 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; or (ii) an opinion of Investor's counsel that (a) such Transfer, in and of itself, will not cause a Recapture Event and (b) in the case of the appointment of a receiver for Owner or the Property, that the restrictions on permitting any Transfer to a Disqualified Transferee will be binding in such receiver. Any attempted Transfer (in violation of this Section 4(b) shall be void ab initio.
- (c) After the Recapture Period, Lerger 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 tryestor 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) 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 Partnership 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 "Call Option" as described in the Purchase Agreement dated as of December 1, 2013 between Investor and Credit Capital LLC, a Delaware limited liability company or (ii) the removal of Rosenwald Courts GP, LLC, or any successor to such entity, by Investor pursuant to the Lessee's Partnership 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 Investor, its consultants, the National Parks Service, and any similar state agency.
- 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 adultion which overshadows the historic structure, or (c) the demolition or destruction of any portion of the Building.
- (h) 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 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.
- Upon a Transfer of the Property to a Transferee, which Transfer complies with the (b) 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.

- Lessee and Owner each agrees, simultaneously with the giving of any notice (a) 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 thirty (30) days after the service of such notice upon it within which to cure the default specified in such notice, or cause it to be cured.
- Lender and Owner each agrees, simultaneously with the giving of any notice with respect to the Mortgage Loan, 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 er 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 case may be. Lessee and Investor each will have thirty (30) days (co-terminous'y) 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.

7.

- Miscellaneous.

 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, an 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.
- 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.
- 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.

- In the event any legal action or proceeding is commenced to interpret or enforce (d) 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.
- The Lease may not be modified or amended so as to reduce the rent or other payments due Owner thereunder or shorten the Term provided thereunder or so as to adversely affect in any other respect to any material extent the rights of Lender, nor shall the Lease be canceled or surrendered, without the consent, in each instance, of Lender.
- Any sotices required hereunder will be in writing and will be either given by U.S. (f) registered or certified in il, return receipt requested, with postage prepaid (except in the event of a postal disruption, by strike or otherwise, in the United States), or sent by telex or facsimile promptly confirmed in writing cr 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:

Rosenwald Courts Apartments, LP TO COME OFFICE c/o Rosenwald Courts GP, LLC, General Partner 20 Sandstone Court LeClaire, IA 52753 Attention: James N. Bergman

DR Rosenwald, LLC 15828 Clarendon Hills Drive Granger, Indiana 46530 Attention: David Roos

Rosenwald LGG, LLC 39 South LaSalle Street Suite 808 Chicago, Illinois 60603 Attention: Virginia Pace

With a copy to:

DLA Piper (US) LLP 230 N. LaSalle Street, Suite 1900 Chicago, IL 60601 Attention: Elizabeth Friedgut, Esq.

If to Lessee:

Rosenwald Courts Master Tenant, LP c/o Rosenwald Courts GP, LLC, General Partner 20 Sandsione Court Le Claire, 1A, 52753 Attention: James N. Bergman

DR Rosenwald, LLC 15828 Clarendon Hilic Drive Granger, Indiana 46530 Attention: David Roos

Rosenwald LGG, LLC 39 South LaSalle Street Suite 808 Chicago, Illinois 60603 Attention: Virginia Pace

With a copy to:

SOOT COUNTY CLOTH'S OFFICE DLA Piper (US) LLP 230 N. LaSalle Street, Suite 1900 Chicago, IL 60601 Attention: Elizabeth Friedgut, Esq.

If to Investor:

USA HTC Rosenwald LLC 340 Pemberwick Road. Greenwich, CT 06831, Attention: Joanne D. Flanagan, Esq.

With a copy to:

Holland & Knight LLP 10 St. James Avenue Boston, MA 02116

Attention: Jonathan I. Sirois, Esq.

Facsimile: (617) 523-6850

and

If to Lender:

Burton Rosenwald GP, LLC c/o The Par on Foundation 4015H East Lincolnway Dixon, Illinois 61081
Attention: Tracey L. Manning

The Law Offices of Peter C. Quigley 53 West Jackson, Suite 601 Chicago, Illinois 60604 Attn: Peter C. Quigley, Esq.

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(f). 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.

- (g) This Agreement may be executed in several counterpars 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.
- (h) Notwithstanding any provision contained in this Agreement, inclien created hereby and the rights of Investor and Lessee hereunder, are and will be subordinate in the lien to be created in favor of the United States of America, acting by and through the Secretary of Housing and Urban Development ("HUD"), by that certain Declaration of Restrictive Covenants to be executed by Owner and Master Tenant in favor of HUD, and the rights of HUD thereunder, with respect to that portion of the Property therein described.

[SIGNATURE PAGE FOLLOWS]

1336545055 Page: 10 of 17

UNOFFICIAL COPY

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: | ROSENWALD COURTS APARTMENTS, LP, an Illinois limited partnership | |
|-----------------|--|---|
| | By: | Rosenwald Courts GP, LLC, an Illinois limited liability company, its general partner |
| LESSEE: | Ву: | GB Rosenwald, LLC, an Illinois limited liability company, its managing member By: Name: James N Bergman |
| | | Title: Managing Member |
| LESSEE: | | NWALD COURTS APARTMENTS, LP, an s limited partnership |
| | Ву: | Rosenwald Courts GP, LLC, an Illinois limited liability company, its general partner |
| | By: | GB Rosenwald, LLC, an Illinois limited lineility company, its managing member By: Name: James N. Bergman Title: Managing Member |
| INVESTOR: | | HTC ROSENWALD LLC, a Delaware d liability company |
| | By: | TRGHT, Inc., its managing member By: Name: David Salzman Title: President |
| <u>LENDER</u> : | | TON ROSENWALD GP, LLC, an Illinois d liability company |
| | | By: Name: Trace Manage Its: President |
| | | |

1336545055 Page: 11 of 17

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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: | | ENWALD COURTS APARTMENTS, LP, an s limited partnership |
|-----------------|-----------------|---|
| | By: | Rosenwald Courts GP, LLC, an Illinois limited liability company, its general partner |
| | By: | GB Rosenwald, LLC, an Illinois limited liability company, its managing member |
| LESSEE: | | By: Name: James N. Bergman Title: Managing Member |
| LESSEE: | ROSE Illinoi | NWALD COURTS APARTMENTS, LP, an s limited partnership |
| | By: | Rosenwald Courts GP, LLC, an Illinois limited liability company, its general partner |
| | By: | GB Rosenwald, LLC, an Illinois limited liability company, its managing member By: Name: Ja nes N. Bergman Title: Managing Member |
| INVESTOR: | | HTC ROSENWALD LLC, a Delaware I liability company |
| | By: | TRGHT Inc., its managing member By: Name: David Salzman Title: President |
| <u>LENDER</u> : | | ON ROSENWALD GP, LLC, an Illinois liability company |
| | | By: Name: Its: |

1336545055 Page: 12 of 17

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| STATE OF Illinois) ss. |
|---|
| COUNTY OF Lee) |
| In said county and state, on this 20 ⁿ day of 0ce-bv, 20 ¹ , before me personally appeared the above-named JAMES N. BERGMAN, managing member of GB Rosenwald, LLC, the managing member of Rosenwald Courts GP, LLC, the general partner of ROSENWALD COURTS APARTMENTS, LP, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed as managing member and the free act and deed of said limited liability companies and limited partnership, as the case may be. |
| Notary Public My Commission Expire OFFICIAL SEAL" ROBERT T. LESAGE III Notary Public, State of Illinois My Commission Expires Oct. 14, 2017 |
| STATE OF Illinois |
| COUNTY OF Lee) 3. |
| In said county and state, on this 2010 day of 1000 May 1000, 2013, before me personally appeared the above-named JAMES N. BEKGMAN, managing member of GB Rosenwald, LLC, the managing member of Rosenwald Cours GP, LLC, the general partner of ROSENWALD COURTS MASTER TENANT, LP, as aforecaid, and acknowledged the foregoing instrument to be his/her free act and deed as managing member and the free act and deed of said limited liability companies and limited partnership, as the case may be. |
| De Constant |
| Notary Public My Commission Empirement Association |
| "OFFICIAL SEAL" ROBERT T. LESAGE III Notary Public, State of Illinois My Commission Expires Oct. 14, 2017 |

1336545055 Page: 13 of 17

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| New York | |
|---|--|
| STATE OF FAIRFIELD |) |
| New York |) ss.: |
| New York COUNTY OF CONNECTICUT | |
| | 18 day of December, 2013 before me |
| In said county and state, on this | 18 day of 1800 day of 18 |
| personally appeared the above-named DA | VID A. SALZMAN, President of TRGHT, Inc., the |
| managing member of USA HTC Rosenwale | d LLC, as aforesaid, and acknowledged the foregoing |
| instrument to be his/her free act and deed a | as president and the free act and deed of said limited |
| liability company and limited partnership, a | s the case may be. |
| | |
| 90 | Dominica hella |
| DOMENNU/ WEEMAN Notary Public, 8000 (25ton) Vactor | Notary Public |
| No. 01ME9142 | My Commission Expires: |
| Commission Explana February 28, 20 | • |
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1336545055 Page: 14 of 17

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| Thomas |
|---|
| STATE OF) ss. |
| COUNTY OF <u>lee</u>) |
| In said county and state, on this day of new bound of Burton Rosenwald GP, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed as Product of Burton Rosenwald GP, LLC, and the free act and deed of said limited liability companies and limited partnerships, as the case may be. |
| Notary Public My Commission Expires: |
| "OFFICIAL SEAL" ROBERT T. LESAGE III Notary Public, State of Illinois My Commission Expires Oct. 14, 2017 |
| Notary Public My Commission Expires: "OFFICIAL SEAL" ROBERT T. LESAGE III Notary Public, State of Illinois My Commission Expires Oct. 14, 2017 |
| |

1336545055 Page: 15 of 17

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Exhibit A

Legal Description

PARCEL PARCEL 1:

LOTS 1, 2, 3 AND 4 IN THE RESUBDIVISION OF LOTS 1, 2, 3 AND 4 IN BLOCK 5 IN WINSTON'S SUBDIVISION OF THE SOUTH 34 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 5 TO 46 INCLUSIVE IN BLOCK 5 IN WINSTON'S SUBDIVISION OF THE SOUTH 34 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

ALL OF THE NORTH-SOUTH 20 FC OT VACATED ALLEY EXTENDING THROUGH BLOCK 5 IN WINSTON'S SUBDIVISION AFORESAID, VACATED BY ORDINANCE ADOPTED DECEMBER 12, 1928 AND RECORDED AS DOCUMENT NUMBER 10254237, IN COOK COUNTY, ILLINOIS.

PARCEL 4

LOTS 42, 43, 44, 45 AND 46 IN BLOCK 6 IN WINSTON'S SUBDIVISION OF THE SOUTH 34 ACRES OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5

LOTS 15, 16 AND 17 IN BLOCK 4 IN WINSTON'S SUBDIVISION OF THE SOUTH 34 ACRES OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6

LOTS 19, 20 AND 21 IN BLOCK 4 IN WINSTON'S SUBDIVISION OF THE SOUTH 34 ACRES OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

1336545055 Page: 16 of 17

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ADDRESS FOR PARCELS 1, 2 AND 3:

4600 - 4646 South Michigan Avenue, 4601 -4641 South Wabash Avenue, 53 - 71 East 46th Street, Chicago, Illinois

PERMANENT INDEX NUMBERS FOR

PARCELS 1, 2 AND 3:

20-03-319-007-0000; 20-03-319-008-0000 (As to Parcel 2 & 3) (As to Parcel 1)

ADDRESS FOR PARCEL 4:

4601 South Michigan Avenue, 4609 South South Avenue Michigan and 4611 Michigan, Chicago, Illinois

PERMANENT INDEX NUMBERS FOR **PARCEL 4:**

20-03-320-003-0000; 20-03-320-002-0000; 20-03-320-001-0000

ADDRESS FOR PARCEL 3:

4638 South Wabash Avenue, Chicago, Illinois

PERMANENT INDEX NUMBERS FOR PARCEL 5:

20-03-318-033-0000

ADDRESS FOR PARCEL 6:

4648 South Wabash Avenue, 4650 South Wabash Avenue, and 4652 South Wabash Avenue, Chicago, Illinois

PERMANENT INDEX NUMBERS FOR PARCEL 6:

20-03-318-525-0000; 20-03-318-027-0000; 20-03-318-028-0000

1336545055 Page: 17 of 17

UNOFFICIAL COPY

ADDRESS FOR PARCELS 1, 2 AND 3:

4600 - 4646 South Michigan Avenue, 4601 - 4641 South Wabash Avenue, 53 - 71 East 46th Street, Chicago, Illinois

PERMANENT INDEX NUMBERS FOR

PARCELS 1, 2 AND 3:

20-03-319-007-0000; 20-03-319-008-0000 (As to Parcel 1) (As to Parcel 2 & 3)

ADDRESS FOR PARCEL 4:

4601 South Michigan Avenue, 4609 South Michigan Avenue and 4611 South Michigan, Chicago, Illinois

PERMANENT INDEX NUMBERS FOR PARCEL 4:

20-03-320-003-0000; 20-03-320-002-0000; 20-03-320-001-0000

ADDRESS FOR PARCEL 5:

4638 South Wabash Avenue, Chicago, Illinois

PERMANENT INDEX NUMBERS FOR PARCEL 5:

20-03-318-033-0000

ADDRESS FOR PARCEL 6:

4648 South Wabash Avenue, 4650 South Wabash Avenue, and 4652 South Wabash Avenue, Chicago, Illinois

PERMANENT INDEX NUMBERS FOR PARCEL 6:

20-03-318-026-0000; 20-03-318-027-0000; 20-03-318-028-0000

TS OFFICE