



Doc#: 1436501066 Fee: \$52.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/31/2014 02:54 PM Pg: 1 of 8

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

No 1140707 JL 7 of 33

**TERMINATION OF SUBORDINATION, NONDISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS TERMINATION OF SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made and entered into as of December 1, 2014 by and among ROSENWALD COURTS MASTER TENANT, LP, an Illinois limited partnership ("RCMT"); 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, the "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 "Building"), which Owner intends to rehabilitate; 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 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"); and

WHEREAS, Lender is the lender under that certain loan to Owner (the "Mortgage Loan") evidenced by a Non-Negotiable Promissory Note made by Owner for the benefit of Lender dated as of December 1, 2013 (the "Note") relating to a loan by Lender to Owner, which Mortgage Loan is secured by means of a fourth lien mortgage or deed of trust on the Property dated as of

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December 1, 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");

WHEREAS, on December 1, 2013, Lender, RCMT, Owner and Investor entered into a Subordination, Nondisturbance and Attornment Agreement, recorded in the Cook County Recorder of Deeds as Doc# 1334716072 (the "SNDA"), that stipulated certain rights of the Lender arising pursuant to the Mortgage Loan Documents with respect to that certain Master Lease dated December 1, 2013 by and between the Owner and RCMT (the "Master Lease"); and

WHEREAS, as of the date hereof, the Master Lease has been terminated and, for good and valuable consideration, Lender, RCMT, Owner and Investor have agreed to terminate the SNDA.

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, RCMT, Owner and Investor hereby agrees as follows:

1. Anything contained in the SNDA to the contrary notwithstanding, the parties hereto agree that the term of the SNDA and rights and obligations of Lender, RCMT, Owner and Investor with respect to the SNDA and the Property shall terminate effective December 1, 2014 (the "Termination Effective Date").

2. Anything contained in the SNDA to the contrary notwithstanding, RCMT, Owner and Investor agree that from and after the Termination Effective Date, Lender shall have no further obligations to RCMT, Owner and Investor as set forth in the SNDA.

3. This Termination of Subordination, Nondisturbance and Attornment Agreement shall be binding upon and inure to the benefit of the parties thereto and their respective successors and assigns.

4. This Termination of Subordination, Nondisturbance and Attornment Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties have hereunto set their signatures and seals to this Termination of Subordination, Nondisturbance 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

By: GB Rosenwald, LLC, an Illinois limited liability company, its managing member

By: 
Name: James N. Bergman
Title: Managing Member

RCMT:

Rosenwald Courts Master Tenant, LP, an Illinois limited partnership
By: ROSENWALD COURTS APARTMENTS, LP, an Illinois limited partnership

By: Rosenwald Courts GP, LLC, an Illinois limited liability company, its general partner

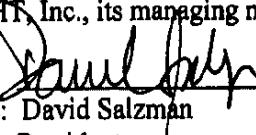
By: GB Rosenwald, LLC, an Illinois limited liability company, its managing member

By: 
Name: James N. Bergman
Title: Managing Member

INVESTOR:

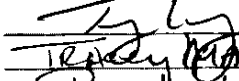
USA HTC ROSENWALD LLC, a Delaware limited liability company

By: TRGHT, Inc., its managing member

By: 
Name: David Salzman
Title: President

LENDER:

BURTON ROSENWALD GP, LLC, an Illinois limited liability company

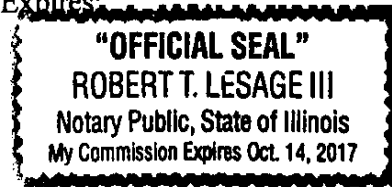
By: 
Name: J. L. MANNING
Title: President

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STATE OF Illinois)
) ss.
COUNTY OF Cook)

In said county and state, on this 18 day of December, 2014, 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.

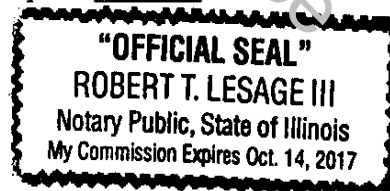
Notary Public
My Commission Expires:



STATE OF Illinois)
) ss.
COUNTY OF Cook)

In said county and state, on this 18 day of December, 2014 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 MASTER TENANT, 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.

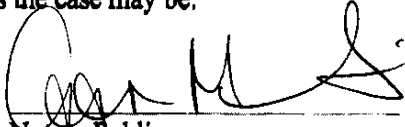
Notary Public
My Commission Expires:



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STATE OF FAIRFIELD)
) ss.:
 COUNTY OF CONNECTICUT)

In said county and state, on this 18th day of December, 20 , before me personally appeared the above-named DAVID A. SALZMAN, President of TRGHT, Inc., the managing member of USA HTC Rosenwald LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed as president and the free act and deed of said limited liability company (and limited partnership, as the case may be.



 Notary Public
 My Commission Expires: _____

Ann H Mc Guire
 Notary Public, State of Connecticut
 My Commission Expires January 31, 2018

COOK COUNTY
RECORDER OF DEEDS
 SCANNED BY _____

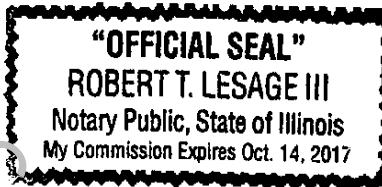
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STATE OF Illinois)
) ss.
COUNTY OF Cook)

In said county and state, on this 18 day of December, 2014 before me personally appeared the above-named Tracey Manning, President of Burton Rosenwald GP, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed as President 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: _____



COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

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EXHIBIT A

LEGAL DESCRIPTION

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 ¼ 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 ¼ 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 FOOT VACATED ALLEY EXTENDING THROUGH BLOCK 5 IN WINSTON'S SUBDIVISION AFORESAID, VACATED BY ORDINANCE ADOPTED DECEMBER 12, 1928 AND RECORDED AS DOCUMENT NUMBER 10254237.

PARCEL 4

LOTS 42 THROUGH 46, BOTH INCLUSIVE, IN BLOCK 6 IN WINSTONS SUBDIVISION OF THE SOUTH 34 ACRES AND 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 WINSTONS SUBDIVISION OF THE SOUTH 34 ACRES AND 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 WINSTONS SUBDIVISION OF THE SOUTH 34 ACRES AND 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.

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ADDRESS FOR PARCELS 1, 2 AND 3: 4600 South Michigan Avenue, Chicago, Illinois

PERMANENT INDEX NUMBERS FOR PARCELS 1, 2 AND 3: 20-03-319-007-0000; 20-03-319-008-0000

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