

# UNOFFICIAL COPY



Doc# 1717818875 Fee \$64.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/27/2017 11:59 AM PG: 1 OF 14

WHEN RECORDED, RETURN TO:

Ann J. McGill  
Kutak Rock LLP  
1650 Farnam Street  
Omaha, Nebraska 68102

40030821 (2012)

Recorder's Use

## SUBORDINATION AND ATTORNMEN AGREEMENT

**THIS SUBORDINATION AND ATTORNMEN AGREEMENT** (this "Agreement") is made and entered into as of June 27, 2017 by and among **IFF CAPITAL 24 LLC**, an Illinois limited liability company, **CDF SUBALLOCATEE XXXI, LLC**, an Illinois limited liability company and **PNC CDE 71**, a Pennsylvania limited partnership (collectively, "Mortgagee"), **LCN TITLE HOLDING CORPORATION NFP**, an Illinois not-for-profit corporation ("Landlord") and **LA CASA NORTE**, an Illinois not-for-profit corporation ("Tenant").

### RECITALS

**WHEREAS**, Landlord is the fee owner of that certain real property located in Chicago, Cook County, Illinois, and more particularly described in Exhibit B attached hereto (the "Property"); and

**WHEREAS**, pursuant to that certain Loan Agreement by and between Landlord and Mortgagee dated as of the date hereof (the "Loan Agreement"), Mortgagee made certain loans to Landlord in the aggregate principal amount of \$18,750,000.00 (the "Loan") as evidenced by those six certain promissory notes (collectively, the "Note"). The obligations under the Loan Agreement and Note are secured by a mortgage instrument covering the Property (the "Mortgage") dated as of the date hereof, from Landlord in favor of Mortgagee, and recorded or to be recorded in the real estate records of the aforesaid County and State. The Loan Agreement, the Note and the Mortgage and any and all other documents executed in connection with the Loan, as the same may be amended, renewed, replaced or supplemented from time to time, collectively the "Loan Documents"; and

**WHEREAS**, under the terms of a certain Net Lease dated June 27, 2017 (the "Lease"), Landlord leased to Tenant all or certain portions of the Property described in the Lease (the "Demised Premises") under the terms and conditions more particularly described therein; and

**WHEREAS**, the Mortgage provides that the Lease shall be subordinate to the Mortgage and the parties hereto desire to confirm such subordination and to establish rights of quiet and peaceful possession for the benefit of Tenant under the Lease and to define the terms, covenants and conditions precedent for such rights; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

Subordination and Attornment Agreement  
La Casa Norte  
4826-5160-9418.2

CCRD REVIEW 

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**Section 1. Subordination of Lease.** Notwithstanding the time of execution, delivery or any applicable recordation of the Lease or the Mortgage, the Lease and the entire right, title and interest of Tenant thereunder are and shall be subject and subordinate in all respects to the lien, right, title and terms of the Loan Documents and, in particular, the Mortgage and all advances made or to be made thereunder.

**Section 2. Consent of Tenant.** Tenant acknowledges notice of and consents to the Mortgage and the terms and conditions thereof. Tenant agrees to continue making payments of rent and other amounts owed under the Lease to Landlord, and to otherwise recognize the rights of Landlord under the Lease, until notified otherwise in writing by Mortgagee, as herein provided. Landlord and Tenant agree that, if Mortgagee delivers to Tenant a notice stating that a default has occurred under the Loan Documents and requesting that all payments due under the Lease be thereafter paid directly to Mortgagee, Tenant shall hereafter make, and is hereby authorized and directed by Landlord to make, all such payments directly to Mortgagee, as provided in the Mortgage, without any duty of further inquiry on the part of Tenant.

**Section 3. Tenant's Duty to Notify Mortgagee of any Default Under the Lease.** Tenant shall provide Mortgagee with prompt notice of any asserted default against Landlord under the Lease. In the event of any act or omission of Landlord which would give Tenant the right, immediately or after lapse of time, to cancel or terminate the Lease, or to claim a partial or total eviction or to exercise any other remedy, Tenant shall not exercise such right or remedy until Mortgagee has received notice and a reasonable period of time to cure said default, said cure period commencing after the end of Landlord's cure period and after Mortgagee is entitled under the Mortgage to remedy same; provided that Mortgagee shall give Tenant written notice of its intention to, and shall commence and continue with due diligence to, remedy such act or omission. Notwithstanding the foregoing, Mortgagee shall have no obligation to remedy or to continue to remedy any such act or omission.

**Section 4. Reserved.**

**Section 5. Attornment of Tenant to Mortgagee or Foreclosure Purchaser.** If Mortgagee or any Foreclosure Purchaser shall succeed to the rights of Landlord under the Lease, then Tenant shall upon Mortgagee's or such Foreclosure Purchaser's election, attorn to and recognize Mortgagee or such Foreclosure Purchaser as Tenant's landlord under the Lease and Mortgagee or such Foreclosure Purchaser shall be conclusively deemed to have accepted such attornment. Such attornment shall be self-operative and effective without execution and delivery of any further instrument, immediately upon Mortgagee's or any Foreclosure Purchaser's succession to the interest of "Landlord" under the Lease. Upon such attornment, the Lease shall continue in full force and effect as a direct lease between Mortgagee or such Foreclosure Purchaser and Tenant except that Mortgagee or such Foreclosure Purchaser shall not be bound by provisions of the Lease which are impossible for Mortgagee or such Foreclosure Purchaser to perform or by any amendment or modification of the Lease made without Mortgagee's written consent and provided further that Mortgagee or such Foreclosure Purchaser shall not be liable to Tenant:

(a) For any past act, misrepresentations, breach, default or omission on the part of Landlord or for any accrued obligation of Landlord under the Lease and Tenant shall have no right to assert the same or any damages arising therefrom as an offset or defense against Mortgagee or such Foreclosure Purchaser;

(b) For any offset, defense, claim or counterclaim which Tenant might be entitled to assert against any previous landlord (including Landlord);

(c) For the commencement or completion of any construction or any contribution toward construction or installation of any improvements upon the Demised Premises, or any

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expansion or rehabilitation of existing improvements thereon, or for restoration of improvements following any casualty not required to be insured under the Lease or for the costs of any restoration in excess of the proceeds recovered under any insurance required to be carried under the Lease; or

(d) For any prepayment of rent, rental security or any other sums deposited with Landlord under the Lease and not actually delivered to Mortgagee or such Foreclosure Purchaser.

Mortgagee or such Foreclosure Purchaser shall be liable to Tenant under the Lease only during Mortgagee's or such Foreclosure Purchaser's period of ownership, and such liability shall not continue or survive as to the transferor after a transfer by Mortgagee or such Foreclosure Purchaser of its interest in the Lease and the Demised Premises. Notwithstanding anything to the contrary contained herein, officers, directors, shareholders, agents, servants and employees of Mortgagee or any Foreclosure Purchaser shall have no personal liability to Tenant and the liability of Mortgagee or such Foreclosure Purchaser shall be limited to Mortgagee's or such Foreclosure Purchaser's interest in the Property.

**Section 6. Modification of Lease.** Without Mortgagee's prior written consent, Tenant shall not: (i) amend or terminate the Lease; (ii) prepay any rent or other sums due under the Lease for more than one (1) month in advance of the due dates thereof; (iii) voluntarily surrender the Demised Premises; or (iv) assign the Lease or sublet the Demised Premises or any part thereof other than pursuant to the provisions of the Lease.

**Section 7. Representations of Tenant.** Tenant represents and warrants to Mortgagee that: (i) Tenant will occupy and is the leasehold owner of the Demised Premises pursuant to the terms of the Lease; (ii) the Lease is in full force and effect, and Tenant has no offsets or defenses to the payment of rent or other sums due thereunder; (iii) no default exists under the Lease; and (iv) all rent and other sums due under the Lease have been paid in full, but have not been paid for more than one month in advance of the due dates thereof.

**Section 8. Application of Casualty Insurance Proceeds and Condemnation Awards.** Tenant hereby agrees that, notwithstanding anything to the contrary contained in the Lease, the terms and provisions of the Mortgage with respect to the application of casualty insurance proceeds and condemnation awards shall control.

**Section 9. Confirmation of Lease Status.** Landlord and Tenant hereby agree that, upon Mortgagee's request, they shall from time to time execute and deliver to Mortgagee, and without charge to Mortgagee, an estoppel certificate setting forth whatever information Mortgagee may reasonably require to confirm the current status of the Lease including, without limitation, a confirmation that the Lease is and remains in full force and effect.

**Section 10. Definitions.** As used in this Agreement, the word "Tenant" shall mean Tenant and/or the subsequent holder of an interest under the Lease, provided the interest of such holder is acquired in accordance with the terms and provisions of the Lease, the word "Mortgagee" shall mean Mortgagee or any subsequent holder or holders of the Mortgage, and the word "Foreclosure Purchaser" shall mean any party other than Mortgagee acquiring title to the Property by purchase at a foreclosure sale, by deed, by conveyance in lieu of foreclosure or otherwise or any successors or assigns thereto. Subject to the foregoing, this Agreement shall bind and inure to the benefit of Landlord, Tenant and Mortgagee, their heirs, legal representatives, successors and assigns.

**Section 11. GOVERNING LAW AND JURISDICTION.** THIS AGREEMENT WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN

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ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, EXCLUDING ITS CONFLICT OF LAWS RULES. Tenant and Landlord each hereby irrevocably consents to the exclusive jurisdiction of any state or federal court in the county or judicial district in the State of Illinois; provided that nothing contained in this Agreement will prevent Mortgagee from bringing any action, enforcing any award or judgment or exercising any rights against Tenant and/or Landlord individually, against any security or against any property of Tenant and/or Landlord within any other county, state or other foreign or domestic jurisdiction. Mortgagee, Landlord and Tenant each agree that the venue provided above is the most convenient forum for all parties hereto. Landlord and Tenant each waive any objection to venue and any objection based on a more convenient forum in any action instituted under this Agreement.

**Section 12. Changes in Writing.** No modification, amendment or waiver of, or consent to any departure by Landlord and/or Tenant from, any provision of this Agreement will be effective unless made in a writing signed by the party to be charged, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Notwithstanding the foregoing, Mortgagee may modify this Agreement or any of the other Loan Documents for the purposes of completing missing content or correcting erroneous content, without the need for a written amendment, provided that Mortgagee shall send a copy of any such modification to Landlord and Tenant (which notice may be given by electronic mail). No notice to or demand on Landlord and Tenant will entitle Landlord and Tenant to any other or further notice or demand in the same, similar or other circumstance.

**Section 13. Entire Agreement.** This Agreement (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

**Section 14. Further Assurances.** At the written request of Mortgagee, at any time and from time to time, at Landlord's sole cost and expense, Landlord and/or Tenant shall promptly take such action and execute and deliver such financing statements and further instruments and documents as Mortgagee may reasonably request in order to more fully perfect, evidence or effectuate the provisions of this Agreement and to enable Mortgagee to exercise, enforce and protect its/their rights and remedies hereunder.

**Section 15. Illegality.** If any provision contained in this Agreement should be invalid, illegal or unenforceable in any respect, it shall not affect or impair the validity, legality and enforceability of the remaining provisions of this Agreement.

**Section 16. Interpretation.** In this Agreement, unless Mortgagee, Landlord and Tenant otherwise agree in writing, the singular includes the plural and the plural the singular; words importing any gender include the other genders; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "or" shall be deemed to include "and/or", the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation"; references to articles, sections (or subdivisions of sections) or exhibits are to those of this Agreement; and references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of this Agreement. Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose. Unless otherwise specified in this Agreement, all accounting terms shall be interpreted and all accounting determinations shall be made in accordance with GAAP. If this Agreement is executed by more than one party as Landlord or Tenant, the obligations of such persons or entities will be joint and several.

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**Section 17. Notices.** All notices, demands, requests, consents, approvals and other communications required or permitted hereunder ("Notices") must be in writing and will be effective upon receipt. Notices may be given in any manner to which the parties may separately agree, including electronic mail. Without limiting the foregoing, first-class mail, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving Notices. Regardless of the manner in which provided, Notices may be sent to a party's address as set forth in Exhibit A or to such other address as any party may give to the other for such purpose in accordance with this section.

**Section 18. Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the respective parties and their respective heirs, executors, administrators, successors and assigns.

**Section 19. Acknowledgement by Owner and Landlord.** Landlord, as landlord under the Sublease, and Owner, as grantor under the Mortgage, acknowledge and agree for themselves their heirs, representatives, successors and assigns, that: (a) this Agreement does not constitute a waiver by Mortgagee of any of its rights under the Mortgage, the Note, the Loan Agreement or the other Loan Documents, or in any way release Landlord from its obligations to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Mortgage, the Note, the Loan Agreement or the other Loan Documents; (b) the provisions of the Mortgage, the Note, the Loan Agreement and the other Loan Documents remain in full force and effect and must be complied with by Landlord; and (c) Tenant is hereby authorized to pay its rent and all other sums due under the Sublease directly to Mortgagee upon receipt of a notice as set forth in Section 3 above and that Tenant is not obligated to inquire as to whether a default actually exists under the Mortgage, the Note, the Loan Agreement or the other Loan Documents. Landlord and Owner each hereby releases and discharges Tenant of and from any liability to Landlord and Owner resulting from Tenant's payment to Mortgagee in accordance with this Agreement.

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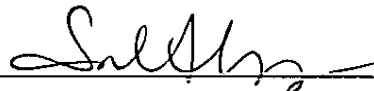
**WAIVER OF JURY TRIAL.** EACH OF LANDLORD, SUB-LANDLORD, TENANT AND MORTGAGEE IRREVOCABLY WAIVE ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. EACH OF LANDLORD, SUB-LANDLORD, TENANT AND MORTGAGEE ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

LANDLORD, SUB-LANDLORD AND TENANT ACKNOWLEDGE THAT EACH HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE WAIVER OF JURY TRIAL, AND HAS BEEN ADVISED BY COUNSEL AS NECESSARY OR APPROPRIATE.

IN WITNESS WHEREOF, the parties hereto have caused this Subordination, Non-Disturbance and Attornment Agreement to be executed as of the day and year first written above.

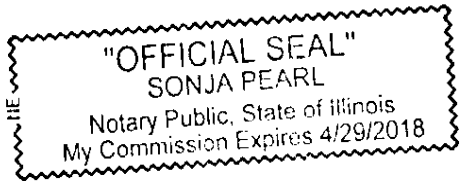
**LANDLORD:**

**LCN TITLE HOLDING CORPORATION NFP,**  
an Illinois not-for-profit corporation

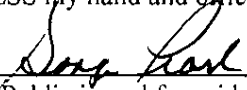
By:   
Sol A. Flores  
President

STATE OF IL  
COUNTY OF COOK

On June 16, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Sol A. Flores known to me to be the President of LCN Title Holding Corporation NFP, an Illinois not-for-profit corporation, and acknowledged to me that such individual executed the within instrument on behalf of said not-for-profit corporation.



[SEAL]

WITNESS my hand and official seal  
  
Notary Public in and for said County and State

*[Signature pages continue on next page]*

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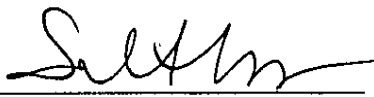
**WAIVER OF JURY TRIAL.** EACH OF LANDLORD, SUB-LANDLORD, TENANT AND MORTGAGEE IRREVOCABLY WAIVE ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. EACH OF LANDLORD, SUB-LANDLORD, TENANT AND MORTGAGEE ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

LANDLORD, SUB-LANDLORD AND TENANT ACKNOWLEDGE THAT EACH HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE WAIVER OF JURY TRIAL, AND HAS BEEN ADVISED BY COUNSEL AS NECESSARY OR APPROPRIATE.

IN WITNESS WHEREOF, the parties hereto have caused this Subordination, Non-Disturbance and Attornment Agreement to be executed as of the day and year first written above.

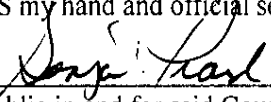
TENANT

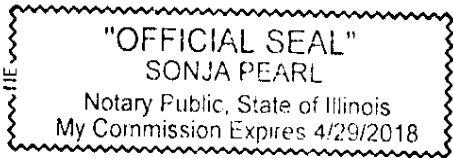
LA CASA NORTE,  
an Illinois not-for-profit corporation

By:   
Sol A. Flores  
Executive Director

STATE OF IL  
COUNTY OF COOK

On June 16, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Sol A. Flores known to me to be the Executive Director of La Casa Norte, an Illinois not-for-profit corporation, and acknowledged to me that such individual executed the within instrument on behalf of said not-for-profit corporation.

WITNESS my hand and official seal  
  
Notary Public in and for said County and State

[SEAL] 

[Signature pages continue on next page]

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IN WITNESS WHEREOF, the parties hereto have caused this Subordination, Non-Disturbance and Attornment Agreement to be executed as of the day and year first written above.

## MORTGAGEE:

PNC CDE 71, LP,  
a Pennsylvania limited partnership

By: PNC Community Partners, Inc.,  
a Pennsylvania corporation,  
its general partner

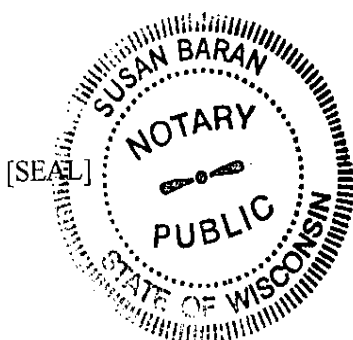
By: Michael J. Kwiatkowski  
Michael J. Kwiatkowski  
Vice President

STATE OF Wisconsin )  
)SS  
COUNTY OF Milwaukee )

On June 19, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael J. Kwiatkowski known to me to be the Vice President of PNC Community Partners, Inc., a Pennsylvania corporation, general partner of PNC CDE 71, LP, a Pennsylvania limited partnership, and acknowledged to me that such individual executed the within instrument on behalf of said limited partnership.

WITNESS my hand and official seal.

Susan Baran  
Notary Public in and for said County and State



[Signature pages continue on next page]



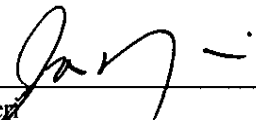
# UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have caused this Subordination, Non-Disturbance and Attornment Agreement to be execution as of the day and year first written above.

**MORTGAGEE:**

**IFF CAPITAL 24 LLC,**  
an Illinois limited liability company

By: IFF,  
an Illinois not-for-profit corporation,  
its managing manager

By:   
\_\_\_\_\_  
Joe Neri  
Chief Executive Officer

STATE OF Illinois )  
COUNTY OF Cook )SS

On June 12, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Joe Neri known to me to be the Chief Executive Officer of IFF, an Illinois not-for-profit corporation, managing member of IFF Capital 24 LLC, an Illinois limited liability company, and acknowledged to me that such individual executed the within instrument on behalf of said limited liability company.



WITNESS my hand and official seal.  
  
\_\_\_\_\_  
Notary Public in and for said County and State

[Signature pages continue on next page]

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IN WITNESS WHEREOF, the parties hereto have caused this Subordination and Attornment Agreement to be execution as of the day and year first written above.

**MORTGAGEE:**

**CDF SUBALLOCATEE XXXI, LLC,**  
an Illinois limited liability company

By: CDF Management LLC,  
an Illinois limited liability company,  
its managing member

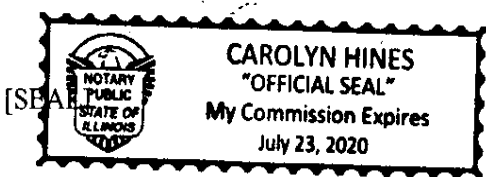
By: *Aarti Kotak*  
Aarti Kotak  
Vice-President and Secretary-Treasurer

STATE OF ILLINOIS )  
 )SS  
COUNTY OF COOK )

On June 14, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Aarti Kotak known to me to be the Vice-President and Secretary-Treasurer of CDF Management LLC, an Illinois limited liability company, managing member of CDF Suballocatee XXXI, LLC, an Illinois limited liability company, and acknowledged to me that such individual executed the within instrument on behalf of said limited liability company.

WITNESS my hand and official seal.

*Carolyn Hines*  
Notary Public in and for said County and State



[End of signature pages]

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## EXHIBIT A

### NOTICES

#### IF TO LANDLORD:

LCN Title Holding Corporation NFP  
c/o La Casa Norte  
3533 W. Norte Avenue  
Chicago, Illinois 60647  
Attention: Sol A. Flores, President  
Facsimile: (773) 342-4253  
Email: [scf@lacasanorte.org](mailto:scf@lacasanorte.org)

With a copy to:

Applegate & Thorne-Thomsen P.C.  
440 S. LaSalle, Suite 1900  
Chicago, Illinois 60605  
Attention: Nick Brunick  
Facsimile: (312) 491-4411  
Email: [nbrunick@att-law.com](mailto:nbrunick@att-law.com)

#### IF TO TENANT:

La Casa Norte  
3533 W. North Avenue  
Chicago, Illinois 60647  
Attention: Sol A. Flores, Executive Director  
Facsimile: (773) 342-4253  
Email: [sol@lacasanorte.org](mailto:sol@lacasanorte.org)

With a copy to:

Applegate & Thorne-Thomsen, P.C.  
440 S. LaSalle, Suite 1900  
Chicago, Illinois 60605  
Attention: Nick Brunick  
Facsimile: (312) 491-4411  
Email: [nbrunick@att-law.com](mailto:nbrunick@att-law.com)

#### IF TO PNC SUB-CDE:

PNC CDE 71, LP  
c/o PNC Financial Services Group  
The Tower at PNC Plaza, 14th Floor

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300 Fifth Avenue  
 Mailstop: PT-PTWR-14-4  
 Pittsburgh, Pennsylvania 15222-2401  
 Attention: NMTC Asset Management  
 Facsimile: (412) 762-5022  
 E-mail: [nmtcreporting@pnc.com](mailto:nmtcreporting@pnc.com)

With a Copy To:

Kutak Rock LLP  
 1650 Farnam Street  
 Omaha, Nebraska 68102  
 Attention: Scott C. Neill  
 Telephone: (402) 346-6000  
 Facsimile: (402) 346-1148  
 E-mail: [scott.neill@kutakrock.com](mailto:scott.neill@kutakrock.com)

**IF TO IFF SUB-CDE:**

IFF Capital 24 LLC  
 c/o IFF  
 333 South Wabash Avenue, Suite 2800  
 Chicago, Illinois 60604  
 Attention: Joseph Schmidt  
 Phone: (312) 596-5133  
 E-mail: [jschmidt@iff.org](mailto:jschmidt@iff.org)

With a Copy To:

Perkins Coie LLP  
 131 South Dearborn Street, Suite 1700  
 Chicago, IL 60603-5559  
 Attention: Bruce Bonjour  
 Telephone: (312) 324-8650  
 Facsimile: (312) 324-9650  
 E-mail: [BBonjour@perkinscoie.com](mailto:BBonjour@perkinscoie.com)

**IF TO CDF SUB-CDE:**

CDF Suballocatee XXXI, LLC  
 c/o Department of Planning and Development, City of Chicago  
 121 N LaSalle, Room 1000  
 Chicago, IL 60602  
 Attention: Commissioner, Department of Planning and Development  
 Fax: (312) 747-9207  
 Attention: Deputy Commissioner for Development Finance, Department of Planning and  
 Development  
 Fax: (312) 744-2324

and

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CDF Management LLC  
 c/o Department of Planning and Development, City of Chicago  
 121 N LaSalle, Room 1000  
 Chicago, IL 60602

Attention: Commissioner, Department of Planning and Development  
 Fax: (312) 747-9207  
 Attention: Deputy Commissioner for Development Finance, Department of Planning and  
 Development  
 Fax: (312) 744-2324

With a Copy To:

Holland & Knight LLP  
 131 South Dearborn Street, 30<sup>th</sup> Floor  
 Chicago, IL 60603  
 Attention: Sameer Patel  
 Telephone: (312) 578-6587  
 Facsimile: (312) 578-6666  
 E-mail: [sameer.patel@hklaw.com](mailto:sameer.patel@hklaw.com)

and

S.B. Friedman & Company  
 221 North LaSalle Street, Suite 820  
 Chicago, Illinois 60601  
 Attention: Tony Q. Smith  
 Facsimile: (312) 424-4262  
 E-mail: [tsmith@friedmanco.com](mailto:tsmith@friedmanco.com)

IN THE CASE OF NOTICE TO ANY PARTY, A COPY SHALL ALSO BE PROVIDED TO:

Pierce House Investment Fund, LLC  
 c/o PNC Financial Services Group  
 The Tower at PNC Plaza, 14th Floor  
 300 Fifth Avenue  
 Mailstop: PT-PTWR-14-4  
 Pittsburgh, Pennsylvania 15222-2401  
 Attention: NMTC Asset Management  
 Facsimile: (412) 762-5022  
 E-mail: [nmtcreporting@pnc.com](mailto:nmtcreporting@pnc.com)

With a Copy To:

Kutak Rock LLP  
 1650 Farnam Street  
 Omaha, Nebraska 68102  
 Attention: Scott C. Neill  
 Facsimile: (402) 346-1148  
 E-mail: [scott.neill@kutakrock.com](mailto:scott.neill@kutakrock.com)

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## EXHIBIT B

### PROPERTY DESCRIPTION

LOTS 12, 13, 14 AND 15 IN BLOCK 2 IN VAN SHACK AND HERRICK'S SUBDIVISION OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 16-02-200-009; 16-02-200-010

Common Address: 3527 3533 W. North Avenue, Chicago, Illinois

Property of Cook County Clerk's Office