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EXHIBIT A

Legal Description for property commonly known as 850 West Jackson, Chicago, Illinois and 220-222 South Peoria, Chicago, Illinois:

PARCEL 1:

LOT 5 IN BLOCK 13 IN DUNCAN ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS, 9, 10, 11 AND 12 (EXCEPT THE EAST 9 FEET OF LOT 9, THE EAST 9 FEET OF LOT 10 AND THE EAST 9 FEET OF THE SOUTH 1/2 OF LOT 11 TAKEN FOR ALLEY) IN BLOCK 12 IN DUNCAN ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-17-220-011
17-17-221-007
17-17-221-008
17-17-221-009

PAR-1 - BAO
PAR-2
PAR-2
PAR-2
PAR-2

BAO

Cook County Clerk's Office

3692451

815
Kuzze

RIGHT OF FIRST REFUSAL

THIS RIGHT OF FIRST REFUSAL (this "Agreement") is made the 7th day of March, 1988, by and between INTER-AMERICAN INSURANCE COMPANY OF ILLINOIS ("Inter-American"), an Illinois corporation with its principal place of business at 901 West Jackson Blvd., Chicago, Illinois 60607, LASALLE NATIONAL BANK ("Trustee"), not personally but solely as Trustee under Trust Agreement dated November 3, 1987 and known as Trust No. 112800 (the "Trust"), with its principal place of business at 135 South LaSalle Street, Chicago, Illinois 60690, and 850 WEST JACKSON LIMITED PARTNERSHIP ("Beneficiary"), an Illinois limited partnership and the sole beneficiary of the Trust, with its principal place of business at 940 West Adams Street, Chicago, Illinois 60607.

RECITALS

A. Inter-American has issued a loan commitment, dated April 24, 1987, as amended February 1, 1988, for a permanent mortgage loan (the "Permanent Loan") in the amount of \$7,000,000.00, to be secured by the premises (the "Premises") commonly known as 850 West Jackson Blvd. and 220-222 South Peoria, Chicago, Illinois and legally described on attached Exhibit A. The Premises are being purchased by the Trustee.

B. Prior to the funding of the Permanent Loan, the Trustee will obtain a construction or interim mortgage loan (the "Kellogg Loan") from Kellogg Citizens National Bank of Green Bay ("Kellogg"). The Kellogg Loan is evidenced by a Mortgage Note (the "Note") in the principal amount of \$7,000,000.00 and secured by a First Mortgage, Assignment of Leases and Rents and Security Agreement (the "Mortgage") on the Premises. Upon the funding of the Permanent Loan, the Note, the Mortgage and other associated documents will be assigned from Kellogg to Inter-American pursuant to a Tri-Party Agreement between Kellogg, Inter-American and Trustee dated this date.

CLAUSES

For and in consideration of the above premises and other good and valuable consideration, the parties to this Agreement agree as follows:

1. Trustee and Beneficiary grant to Inter-American the right of first refusal to purchase the Premises, as set forth below.

2. In the event that Trustee or Beneficiary receives a bona fide offer to purchase the Premises, Trustee or Beneficiary shall notify Inter-American of such offer in writing and, simultaneously with such notice, shall furnish Inter-American with a true and correct copy of the contract ("Contract") for such proposed purchase, which Contract shall include all material terms of such purchase, together with all riders, amendments and modifications to such Contract. Within 30 days after the receipt of such notice and Contract, Inter-American shall notify Trustee or Beneficiary whether it will exercise its option to purchase the Premises on the same terms and conditions set forth in the Contract; except that the purchase price to be paid by Inter-American shall be the purchase price set forth in the Contract less a sum equal to Contingent Interest with respect to Net Appreciated Value, as defined in the Note.

March 9, 1988 Description affects part of lot 10 + other party Kuzze (copy of 671568)

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3. In the event that Inter-American does not notify Trustee or Beneficiary by the end of such 30-day period that it wishes to purchase the Premises, Inter-American shall be deemed to have declined to purchase the Premises. If the Trustee or Beneficiary does not complete the sale transaction with such proposed purchaser within the time limits set forth in the Contract, however, this Agreement shall remain in full force and effect and shall apply to all future contracts to purchase the Premises.

4. Inter-American agrees that this Agreement shall become null and void upon the funding of the Permanent Loan.

5. This Agreement is executed by LaSalle National Bank as Trustee under Trust Agreement dated November 3, 1987 and known as Trust No. 112800, in the exercise of the authority conferred upon it as such Trustee and not in its individual capacity. Nothing contained in this Agreement shall be construed as creating any liability on LaSalle National Bank in its individual capacity to perform any covenant contained in this Agreement, all such liability, if any, being hereby waived by Inter-American and every person hereafter claiming any right hereunder.

ATTEST:

By: *Rosemary Allen*
Its: VICE PRESIDENT

LASALLE NATIONAL BANK, not personally but solely as Trustee as described above

By: *Joseph W. ...*
Its: VICE PRESIDENT

850 WEST JACKSON LIMITED PARTNERSHIP

By: The Brusinski Organization Ltd.,
its sole general partner

By: *Clarence Brusinski*
Clarence Brusinski, President

INTER-AMERICAN INSURANCE COMPANY
OF ILLINOIS

By: *Mark ...*
Its: VICE PRESIDENT

This document was prepared by and after recording should be returned to:

June Wojtowicz Grady
Much Shelist Freed Denenberg
Ament & Eiger, P.C.
200 North LaSalle Street
Suite 2100
Chicago, Illinois 60601-1095
(312) 346-3100

jwg-0662700bea
00110a-3/2/88-7

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ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

I, Kathy Pacana, a Notary Public in and for said County, in the State of aforesaid, do hereby certify that JOSEPH W. LANG and Rosamary Collins of LASALLE NATIONAL BANK, a national banking association, as Trustee as aforesaid,, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT and ASSISTANT SECRETARY appeared before me this day in person and acknowledged that they signed, delivered and attested the said instrument as their free and voluntary acts and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 7th day of March, 1988.

Kathy Pacana
Notary Public

My Commission Expires: 6-11-88

STATE OF Illinois)
COUNTY OF Cook) ss.

I, Jane Wojtowicz Grady, a Notary Public in and for said County, in the State of aforesaid, do hereby certify that Kent Maynard of INTER-AMERICAN INSURANCE COMPANY OF ILLINOIS, an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that s/he signed, delivered and attested the said instrument as his/her free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 7th day of March, 1988.

Jane Wojtowicz Grady
Notary Public

My Commission Expires: 3/11/90

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STATE OF Illinois)
COUNTY OF Cook) SS.

I, Jane Wojtowicz Grady, a Notary Public in and for said County, in the State of aforesaid, do hereby certify that Clarence Krusinski of THE KRUSINSKI ORGANIZATION LTD., an Illinois corporation that is the sole general partner of 850 WEST JACKSON LIMITED PARTNERSHIP, an Illinois limited partnership, and who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed, delivered and attested the said instrument as his free and voluntary act and as the free and voluntary act of said corporation and partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 7th day of March, 1988.

Jane Wojtowicz Grady
Notary Public
My Commission Expires: 3/11/90

Property of Cook County Clerk's Office

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DUPLICATE

3692451

1988 MAR -9 PM 2:32
HARRY (HUS) YODER
REGISTRAR OF TITLES

3692451

REC'D
REGISTER OF TITLES
CLERK OF COOK COUNTY

CHICAGO TITLE INS.

68# 749615