S:\Finance\Chicago Christian Industrial League\2010 Restructure & Modification\Consent to Transfer, Assumption Agrmnt & Amndmnt 2 RDA--v5.doc

THIS DOCUMENT PREPARED BY AND AFTER RECORDING SHOULD BE SENT TO:

Randall Johnson City of Chicago Law Department Finance & Economic Dev. Division 121 North LaSalle Street, Room 600 Chicago, IL 60602

Assumption Agreement, Consent and Amendment to Redevelopment Agreement

This Assumption Agreement, Consent and Amendment to Redevelopment Agreement (the "Agreement") is made as of March 24, 2010, and is entered into by and among Chicago Christian Industrial League, an Illinois not-for-profit corporation ("CCIL"), Chicago Christian Industrial League Foundation, Inc., an Illinois not-for-profit corporation (the "Foundation"), A Safe Haven Foundation, an Illinois not-for-profit corporation ("SHF") and the City of Chicago, an Illinois municipal corporation (the "City"), acting by and through its Department of Community Development as a successor to the Department of Planning and Development.

RECITALS

A. CCIL, Chicago Christian Industrial League Properties, Inc., an Illinois not-for-profit corporation ("CCIL Properties") and the City entered into that certain Redevelopment Agreement dated as of May 1, 2004, which was recorded in the land title records of Cook County, Illinois ("Cook County Title Records") by presentment to the Recorder of Deeds of Cook County (the "Recorder") on May 14, 2004 as Document

- No. 0413544098, as amended by that certain Amendment to said Redevelopment Agreement (which, among other things, acknowledged and approved the merger of CCIL Properties into CCIL) entered into as of December 19, 2006, which was recorded in the Cook County Title Records by the Recorder on December 20, 2006 as Document No. 0635422176 (as further amended by this Agreement, the "RDA"), pursuant to which the City agreed, subject to the terms and conditions in the RDA, to provide financing to assist CCIL in completing the redevelopment of the Project, which is located on the property legally described on Exhibit A attached hereto and made a part hereof (the "Property"). Capitalized terms not otherwise defined in this Agreement shall have the meanings given them in the RDA.
- B. CCIL and the City have entered into the following agreements (collectively, as amended, the "Delegate Agency Agreements;" individually, a "Delegate Agency Agreement"): (i) Delegate Agency Grant Agreement, PO Number 18835, for the Homeless Services Program, dated as of January 1, 2009 and (ii) Delegate Agency Grant Agreement, PO Number 17528, for the Homeless Services Program (Shelter Plus Care), dated as of July 1, 2008.
- ShoreBank, an Illinois banking corporation ("SBK"), is the holder of a C. mortgage encumbering the Property (the "SB Mortgage") securing a term loan in the stated principal amount of up to \$10,995,080 on which \$10,870,000 was advanced (the "SB Loan") made in connection with the redevelopment of the Project (and which In connection with the SB Loan, SBK, CCIL and Foundation has guaranteed). Foundation entered into that certain Modification and Forbearance Agreement, dated as of December 29, 2009 (the "Modification Agreement"), pursuant to which, among other things, SBK modified the terms of the SB Loan and agreed to forbear with respect to additional loans which CCIL and Foundation owe to SBK (the "SB Additional Loans") and agreed, among other things to (i) the waiver of certain events of default by CCIL under the documents (the "SB Loan Documents") that evidence, secure and set forth the terms and conditions of the SB Loan and the SB Additional Loans, (ii) the forgiveness of certain unpaid interest and late charges, due under the SB Loan and the SB Additional Loans, (iii) the forbearance by SBK in the exercise of its remedies under the SB Loan Documents all upon certain terms and conditions, set forth in the Modification Agreement and (iv) the Proposed Transfer and Assumption (as defined in the Modification Agreement) pursuant to which CCIL and the Foundation will, among other things, (1) transfer the Property to SHF or another Approved Purchaser (as defined in the Modification Agreement) subject to the SB Loan, the NCB Loan (as hereinafter defined) and the RDA, (2) have the SB Loan assumed by SHF or another Approved Purchaser, and (3) have SBK release CCIL and the Foundation from all their obligations under the SB Loan and the SB Additional Loans and forgive the indebtedness owed by CCIL and the Foundation under the SB Additional Loans subject to satisfaction of the conditions set forth in the Modification Agreement and upon closing on the Proposed Transfer and Assumption.
- D. NCB, FSB ("NCB"), a federal savings bank, is also the holder of a mortgage encumbering the Property (the "NCB Mortgage") securing a construction

loan in the original principal amount of up to \$15,522,900 on which \$5,519,369 remains outstanding (the "NCB Loan") made in connection with the redevelopment of the Project. The NCB Loan is further secured by a pledge of the City TIF Funds. Pursuant to that certain Assumption Agreement of even date herewith (the "NCB Assumption Agreement"), by and among CCIL, SHF and NCB, CCIL shall be released as an obligor and borrower under the NCB Loan and SHF shall be the sole obligor and borrower under the NCB Loan.

- E. CCIL, Foundation and SHF desire to enter into, and concurrently herewith are entering into, that certain Strategic Alliance/Transfer Agreement dated as of the date hereof (the "Alliance Agreement"), which is in form and substance substantially the same as Schedule 5 attached to the Modification Agreement, and pursuant to which CCIL, Foundation and SHF have agreed among other matters, that on the date hereof (the "Closing"), (i) CCIL shall transfer the Property to SHF, (ii) CCIL shall transfer the City Notes to SHF, (iii) CCIL shall transfer the Delegate Agency Agreements to SHF, (iv) SHF shall assume CCIL's outstanding obligations under the SB Loan, (v) SHF shall assume all of the Developer's obligations, responsibilities, duties, covenants and warranties under the RDA.
- F. Pursuant to <u>Section 18.15</u> of the RDA, SHF may not succeed to the interest CCIL and Foundation have in the RDA unless it first certifies, in writing to the City, its agreement to abide by all remaining executory terms of the RDA, including but not limited to <u>Sections 8.06 [Covenant to Remain in the City]</u>, 8.19 [Real Estate Provisions], <u>8.20 [Affordable Housing Covenant]</u> and <u>8.24 (Survival of Covenants)</u> of the RDA, for the Term of the RDA.
- G. Pursuant to the Alliance Agreement, CCIL and Foundation intend to sell, assign and transfer to SHF their obligations and duties under the RDA and the Property subject to the outstanding SB Loan and NCB Loan (collectively, "Lender Financing") and the RDA; SHF has read and understands the RDA and desires to assume all of CCIL's obligations and duties under the RDA upon the date of Closing, and pursuant to Sections 8.01(j), 16(b) and 18.15 of the RDA, CCIL and SHF desire to receive the City's written consent for this assignment and assumption.
- H. Pursuant to <u>Section 9.20</u> of each Delegate Agency Agreement, CCIL agrees that it will not assign all or any part of CCIL's work or responsibilities under the Delegate Agency Agreement without the prior written consent of the City, and that any such consent will not relieve CCIL of its obligations under the Delegate Agency Agreement.
- I. Pursuant to the Alliance Agreement and the Agreement for the Assignment and Assumption of Contracts between CCIL and SHF dated as of the date hereof (the "Contract Assignment Agreement"), CCIL intends to sell, assign and transfer to SHF the Delegate Agency Agreements, SHF desires to assume all of CCIL's obligations and duties under the Delegate Agency Agreement upon the date of Closing

and pursuant to <u>Section 9.20</u> of each Delegate Agency Agreement, CCIL and SHF desire to obtain the City's written consent to such assignment and assumption.

Now, therefore, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. <u>Recitals</u>. The foregoing recitals are hereby incorporated into this Agreement by reference.

2. Consent.

- (a) In accordance with <u>Section 8.01(j)</u> of the RDA and pursuant to the powers granted to the City under the RDA and subject to the terms and conditions herein including, without limitation, agreement by SHF as successor in interest to CCIL as Developer, to abide by any remaining executory terms and conditions of the RDA, the City hereby consents to (i) the transfer of ownership of the Roosevelt Property, as improved with the Project, to SHF, and (ii) the transfer of CCIL's right, title and interest in, to and under the City Notes, subject to the pledge of NCB, to SHF including, without limitation, the right of SHF, subject to the pledge to NCB, to receive the payment of City TIF Funds upon and after the Closing;
- (b) As a condition to the approval by the City of the transfer of ownership of the Roosevelt Property and the transfer of CCIL's right, title and interest in, to and under the City Notes, including, without limitation, the right to receive the payment of City TIF Funds SHF, as the sole successor in interest to CCIL, agrees to assume all surviving responsibilities and covenants applicable to the Developer under the RDA;
- (c) Pursuant to <u>Section 16</u> of the RDA and pursuant to the powers granted to the City under the RDA, the City hereby acknowledges and agrees that the SB Mortgage, as modified by the Modification Agreement and the Modification Documents (as defined in the Modification Agreement) and as further modified by the SB Loan Assumption (as hereinafter defined) shall be deemed to be a Permitted Mortgage as that term is used in the RDA, and that the NCB Mortgage, as modified by the NCB Assumption Agreement, shall continue to be deemed to be a Permitted Mortgage as that term is used in the RDA; and
- (d) The provisions of this Section 2 may be relied upon by SBK and NCB and their respective successors and assigns.
- (e) In accordance with <u>Section 9.20</u> of each Delegate Agency Agreement and subject to the terms and conditions herein including, without limitation, agreement by SHF to assume CCIL's liabilities and obligations under the Delegate Agency Agreements, the City hereby consents to the assignment by CCIL of its right, title and interest in the Delegate Agency Agreements and the assumption by SHF of the liabilities and obligations arising under or pursuant to the Delegate Agency Agreements,

in each case pursuant to the Alliance Agreement and the Contract Assignment Agreement.

Amendment of RDA

- (a) The RDA is hereby amended by adding SHF to the Definition of Developer as set forth in the introductory paragraph of the original Redevelopment Agreement as amended by the Amendment.
- (b) The RDA is hereby amended by adding to the notice address for the Developer in Section 17, the following additional addresses:

If to SHF or Developer:

A Safe Haven Foundation 4856 W. North Ave. Chicago, IL 60639 Attn: Mark G. Mulroe Secretary/Director

With copies to

Popovits & Robinson 20635 Abbey Woods Court Suite 301 Frankfort, IL 60423 Attn: Elizabeth Donohue (708) 479-3230 (telephone) (708) 479-3236 (facsimile)

4. Assumption.

- (i) Pursuant to <u>Section 18.15</u> of the RDA, as a permitted assignee of CCIL, SHF hereby agrees that, effective upon the date of Closing, SHF will and hereby does assume and agree to abide by all remaining executory terms and conditions of the RDA relating to the Project including, without limitation, <u>Sections 8.06 [Covenant to Remain in the City]</u>, 8.19 [Real Estate Provisions], <u>8.20 [Affordable Housing Covenant]</u> and <u>8.24 (Survival of Covenants)</u> of the RDA for the Term of the RDA.
- (ii) Pursuant to <u>Section 9.20</u> of each Delegate Agency Agreement, SHF hereby agrees that, effective upon the date of Closing, SHF will and hereby does assume and agree to abide by all remaining executory terms and conditions of each Delegate Agency Agreement and assumes the liabilities (that occur after the date of closing) and obligations arising under or pursuant to the Delegate Agency Agreements.
- 5. <u>No Effect on Recording Priority of RDA</u>. The parties agree that entering into this Agreement shall have no effect on the recording priority of the RDA and that

this Agreement shall relate back to May 14, 2004, the date that the RDA was originally recorded in the land title records of Cook County, Illinois.

- 6. <u>No Change in Defined Terms</u>. All capitalized terms not otherwise defined herein, shall have the same meanings as set forth in the RDA.
- 7. Other Terms Remain. Except as explicitly provided in this Agreement, all other provisions and terms of the RDA, and each Delegate Agency Agreement, shall remain unchanged.
- 8. <u>Authority</u>. Each of CCIL, the Foundation and SHF represents and warrants that: (a) such party has the right, power and authority to enter into, execute, deliver and perform this Agreement and the person executing this Agreement on behalf of such party is duly authorized to execute this Agreement on behalf of such party; and (b) the execution, delivery and performance by such party of this Agreement has been duly authorized by all necessary action, and does not and will not violate its Articles of Organization or Operating Agreement, Limited Partnership Agreement or other organizational or governing documents, any applicable provision of law, or constitute a breach of, default under or require the consent under any agreement, instrument or document to which such party is now a party or by which such party is now or may become bound.
- Representations and Warranties of CCIL. CCIL represents and warrants 9. that to the best of its knowledge (A) no Event of Default has occurred and is continuing under the provisions of the RDA or any Delegate Agency Agreement, nor is there any matter in existence which, with notice and the passage of time, would result in an Event of Default, other than Events of Default resulting from (i) its failure to pay its obligations as such obligations matured and (ii) the presence of any mechanics' and materialmens' liens on the Property, (B) it is not in default with respect to any other provision of the Modification Agreement, nor is there any matter in existence which, with notice and the passage of time, would result in an event of default thereunder, and (C) there has not been any change in the Interim Management Agreement (as defined in the Modification Agreement) prior to the Closing. CCIL also acknowledges and agrees that. notwithstanding any other terms or provisions of this Agreement to the contrary, CCIL shall remain jointly and severally liable for all of Developer's respective obligations and liabilities under the RDA and each Delegate Agency Agreement. With respect to the representations and warranties made by CCIL, references to "knowledge" or "best knowledge" or words of similar import, shall mean the current conscious knowledge and awareness of James Foorman, without his having undertaken any independent investigation to determine the accuracy of any such statement.
- 10. Representations and Warranties of SHF. (A.) AS MANAGER: Pursuant to the Interim Management Agreement, CCIL has engaged SHF to administer the day-to-day operations of CCIL (including the management of the Property and the business of CCIL conducted thereon) since September 30, 2009. As the manager under the Interim Management Agreement, SHF represents and warrants that to the best of its

knowledge it is not aware of any Event of Default that has occurred and is continuing under the provisions of the RDA or any Delegate Agency Agreement or any matter in existence which, with notice and the passage of time, would result in an Event of Default other than (1.) those matters which CCIL has set forth in Section 9 of this Agreement and (2.) matters relating to the Developer's obligation to comply with the Affordable Housing Covenant set forth in Section 8.20 of the RDA (which SHF is attempting to bring into compliance). As such Manager, SHF also represents and warrants that notwithstanding any other terms or provisions of this Agreement to the contrary, there has not been any change in the Interim Management Agreement. (B) AS APPROVED PURCHASER UNDER THE MODIFICATION AGREEMENT: As the Approved Purchaser under the Modification Agreement, SHF represents and warrants that notwithstanding any other terms or provisions of this Agreement to the contrary, SHF shall, from the date of Closing, be liable for all of Developer's respective obligations and liabilities under the RDA and each Delegate Agency Agreement.

- 11. <u>Indemnification of City and Elected Officials By SHF.</u> From and after the date of the Closing, SHF agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an "Indemnitee," and collectively the "Indemnitees") harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (and including without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnities shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner relating or arising out of:
 - (A) SHF's failure to comply with any of the terms, covenants and conditions contained within this Agreement; or
 - (B) SHF's or any contractor's failure to pay General Contractors, subcontractors or materialmen in connection with the TIF-Funded Improvements (as defined in the RDA) or any other Project improvement (as defined in the RDA) or SHF's failure to pay any supplier of goods or services required in connection with the Services (as defined in the Delegate Agency Agreements); or
 - (C) the existence of any material misrepresentation or omission in this Agreement, any offering memorandum or information statement or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by SHF or any Affiliate of SHF or any agents, employees, contractors or persons acting under the control or at the request of SHF or any Affiliate of SHF; or
 - (D) SHF's failure to cure any misrepresentation in this Agreement or any other agreement relating hereto;

provided, however, that SHF shall have no obligation to an Indemnitee arising from the wanton or willful misconduct of that Indemnitee. To the extent that the preceding sentence may be unenforceable because it is violative of any law or public policy, SHF shall contribute the maximum portion that it is permitted to pay and satisfy under the applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The provisions of the undertakings and indemnification set out in this Section 11 shall survive the termination of this Agreement.

- 12. <u>Satisfaction of Other Conditions to Closing</u>. CCIL, Foundation and SHF confirm, as applicable to each party, that the following conditions have been or on the date hereof (i.e, at Closing) will be satisfied unless other wise specified below:
- A. CCIL and/or SHF shall provide the City with an updated title policy or marked commitment, showing condition of title reasonably satisfactory to the City including, without limitation, SHF in title, the satisfaction of all Mechanics' liens (including, without limitation, that of Turner Construction) and satisfaction of the title requirements previously set forth in the RDA, as applicable given completion of construction work on the Project;
- B. At Closing, CCIL & SHF shall provide a certified copy of the list of Leases (as defined in the Modification Agreement) on the Property which shall include, among other things, the name of the tenant, the Lease term and the square footage of the premises for each Lease;
- C. CCIL and/or SHF shall provide (i) updated insurance on the Property which shows the City, SBK and NCB, as their interests appear, as an additional insured and otherwise satisfies the requirements of the RDA; and (ii) updated insurance as required under the Delegate Agency Agreements;
- D. At Closing, SHF shall deliver to City fully executed true and complete copies of (i) the Loan Assumption Agreement with Consent and Release between SBK, CCIL, Foundation and SHF (the "SB Loan Assumption"), which shall be substantially in the form of Schedule 4 attached to the Modification Agreement, pursuant to which SHF consents to the transfers and assumptions contemplated by the Alliance Agreement, (ii) the Assumption Agreement between CCIL, SHF and NCB (the "NCB Loan Assumption") pursuant to which NCB consents to the transfers and assumptions contemplated by the Alliance Agreement, as written evidence of the assumption of all outstanding Lender Financing (the SB Loan and NCB Loan) by SHF, and (iii) the Contract Assignment Agreement; and
- E. The City shall receive, review and approve an opinion of counsel for SHF with respect to, among other things, the existence, validity and organization of SHF as well as the enforceability of the RDA and the Delegate Agency Agreement as against SHF.

- 13. Escrow Closing; Recording and Filing. The Closing shall take place in escrow with Greater Illinois Title Company ("GITC"). CCIL or SHF shall cause this Agreement and any amendments and supplements hereto, together with the deed from CCIL to SHF of the Property, the SB Loan Assumption and the NCB Loan Assumption, to be delivered to GITC on or before the date of Closing with instructions for this Agreement to be recorded and filed against the Property (legally described on Exhibit A hereto) in the conveyance and real property records of the county in which the Property is located promptly following Closing, concurrently with the recording and filing of said deed and assumption agreements. CCIL or SHF shall pay all fees and charges incurred in connection with any such recording. Within five (5) Business Days after recording, GITC, CCIL or SHF shall transmit or cause the title company to transmit to the City an executed original of this Agreement showing the date and recording number of record.
- 14. <u>Limitation of Liability</u>. No member, official or employee of the City shall be personally liable to any party to this Agreement or any successor in interest in the event of any default or breach by the City or any successor in interest under the terms of this Agreement, the RDA or any Delegate Agency Agreement.
- 15. <u>Headings</u>. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.
- 16. <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.
- 17. <u>Conflict</u>. In the event of a conflict between any provisions of this Agreement and the provisions of the RDA or the Delegate Agency Agreements, the provisions of this Agreement shall control.
- 18. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.
- 19. <u>Form of Documents</u>. All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.
- 20. <u>Notice</u>. Unless otherwise specified, any notice, demand or request required under the RDA, any Delegate Agency Agreement or this Agreement shall be given in writing in the manner specified in the RDA or such Delegate Agency Agreement, as applicable.
- 21. <u>Binding Effect</u>. This Agreement shall be binding upon the CCIL, the Foundation, ShoreBank, SHF and the City and their respective successors and

permitted assigns (as provided herein) and shall inure to the benefit of CCIL, the Foundation, ShoreBank, SHF and the City and their respective successors and permitted assigns (as provided herein).

- 22. No Business Relationship with City Elected Officials. Pursuant to Section 2-156-030(b) of the Municipal Code of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion of any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship. Violation of Section 2-156-030(b) by any elected official, or any person acting at the direction of such official, with respect to the Agreement, or in connection with the transactions contemplated thereby, shall be grounds for termination of the Agreement and the transactions contemplated thereby. Each of the Company, the Trust, and Purchaser hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030(b) has occurred with respect to this Agreement or the transactions contemplated thereby.
- 23. Correction of Legal Description to the RDA. The parties acknowledge and agree that the legal description of the Property contained in Exhibit A attached hereto and made a part hereof may differ from the legal descriptions attached to the original Redevelopment Agreement recorded May 14, 2004 and the original Amendment to Redevelopment Agreement recorded December 20, 2006 (together the Original RDA) insofar as the legal description to the Property attached hereto as Exhibit A intentionally references "Range 13" rather than "Range 14" as originally set forth in the legal descriptions attached to the Original RDA in order to correct the original legal description. Accordingly, whereever there is a legal description of the Property attached to a the Original RDA, such legal description is hereby deemed amended to correspond to the legal description attached hereto as Exhibit A

[signature page follows]

CHICAGO CHRISTIAN INDUSTRIAL LEAGUE, an Illinois not-for-profit corporation
By: Name: James : Foorman Title: President
CHICAGO CHRISTIAN INDUSTRIAL LEAGUE FOUNDATION, INC., an Illinois not-for-
profit corporation
By:
Name: James L. Foorman Title: President
A SAFE HAVEN FOUNDATION, an Illinois not-for-profit corporation
By: Mark S. Mulroe Name: Mark G. Mulroe Title: Secretary/Director
CITY OF CHICAGO, an Illinois municipal corporation, acting by and through its Department of Community Development
By: Name: Christine Raguso Title: Acting Commissioner
Title: Acting Commissioner Department of Community Development

CHICAGO CHRISTIAN INDUSTRIAL LEAGUE, an Illinois not-for-profit corporation

By:	
Name: Title:	James L. Foorman President
	AGO CHRISTIAN INDUSTRIAL LEAGUE FOUNDATION, INC., an Illinois not-for- corporation
By:	
Name: Title:	: James L. Foorman President .
A SAF	FE HAVEN FOUNDATION, an Illinois not-for-profit corporation
By:	
	: Mark G. Mulroe Secretary/Director
	OF CHICAGO, an Illinois municipal corporation, by and through its Department of Community Development
Ву:	Chicken Lacron
	: Christine Raguso
	Acting Commissioner

Department of Community Development

STATE OF ILLINOIS)	
COUNTY OF COOK) ss.	
in the State aforesaid, DO HEREBY CE known to me to be the President of Chicagor-profit corporation, and personally known is subscribed to the foregoing instrument, acknowledged that he signed, sealed, and authority given to him as the President of	_ a notary public in and for the said County, ERTIFY that James L. Foorman, personally go Christian Industrial League, an Illinois not not one to be the same person whose name appeared before me this day in person and delivered said instrument, pursuant to the f Chicago Christian Industrial League, as his and voluntary act of the Chicago Christian es therein set forth.
GIVEN under my hand and official s	eal this 24 day of March,
2010.	
OFFICIAL SEAL ROBIN CARLUCCI Notary Public State of Illinois My Commission Expires Jun 09, 2012	Robin Carlucai Notary Public My Commission Expires 66/09/2012
(SEAL)	

STATE OF ILLINOIS) ss.	
COUNTY OF COOK)	
known to me to be the President of Chic Inc., an Illinois not-for-profit corporation, a person whose name is subscribed to the foday in person and acknowledged that he subscribed to the authority given to him as a League Foundation, Inc., as his free and we of the Chicago Christian Industrial League therein set forth.	_ a notary public in and for the said County, iRTIFY that James L. Foorman, personally ago Christian Industrial League Foundation, and personally known to me to be the same pregoing instrument, appeared before me this igned, sealed, and delivered said instrument, the President of Chicago Christian Industrial pluntary act and as the free and voluntary act Foundation, Inc., for the uses and purposes
GIVEN under my hand and official s 2010.	eal this 244 day of March,
OFFICIAL SEAL ROBIN CARLUCCI Notary Public - State of Illinois My Commission Expires Jun 09, 2012	Notary Public My Commission Expires 06/09/2012
(SEAL)	

STATE OF ILLINOIS)	
COUNTY OF COOK)	
in the State aforesaid, DO HEREBY CERme to be the Director of A Safe Have corporation, and personally known to a subscribed to the foregoing instrument, acknowledged that he signed, sealed, and authority given to him as the Director of A	a notary public in and for the said County, TIFY that Mark G. Mulroe, personally known to en Foundation, Inc., an Illinois not-for-profit ne to be the same person whose name is appeared before me this day in person and delivered said instrument, pursuant to the Safe Haven Foundation, Inc., as his free and y act of A Safe Haven Foundation, Inc., for the
GIVEN under my hand and official	seal this <u></u> day of <u>Man</u>
2010.	
"OFFICIAL SEAL." Notary Public, State of Illinois My Commission Expires: 03/19/11	Notary Public
My Control	My Commission Expires
(SEAL)	

STATE OF ILLINOIS)
)ss
COUNTY OF COOK)

GIVEN under my hand and official se	eal this <u>24th</u> day of
<u>NARCH</u> , 2010.	Ydarde Juesade
_	Notary Public
	My Commission Expires 9. 28. 2013

(SEAL)

OFFICIAL SEAL
YOLANDA QUESADA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/28/13

Exhibit A

Legal Description of the Property

EXHIBIT A

PARCEL 1:

LOTS 1 THROUGH 17, BOTH INCLUSIVE, EXCEPT THE SOUTH 17 FEET OF LOTS 1 THROUGH 4, BOTH INCLUSIVE, IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE WEST 2 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1 THROUGH 27, BOTH INCLUSIVE, EXCEPT THE SOUTH 17 FEET OF LOTS 1 THROUGH 6, BOTH INCLUSIVE, IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE EAST 3 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 19 THROUGH 25, BOTH INCLUSIVE, IN GAYLORD AND SMITH'S SUBDIVISION OF THE NORTHWEST 1/4 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE NORTH/SOUTH 13.0 FOOT ALLEY VACATED BY ORDINANCE DATED FEBRUARY 11, 2004 AND RECORDED MAY 14, 2004 AS DOCUMENT NUMBER 0413544094, LYING EAST OF THE EAST LINE OF LOTS 5 THROUGH 17, BOTH INCLUSIVE, IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE WEST 2 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST

OF THE WEST LINE OF OF LOTS 7 THROUGH 20, BOTH INCLUSIVE, IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE EAST 3 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13 AFORESAID, LYING NORTH OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 5 IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE WEST 2 ACRES AFORESAID TO THE SOUTHWEST CORNER OF LOT 7 IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE EAST 3 ACRES AFORESAID AND LYING SOUTH OF

THE EASTWARD EXTENSION OF THE NORTH LINE OF LOT 17 IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE WEST 2 ACRES AFORESAID FROM THE NORTHEAST CORNER OF SAID LOT 17 TO THE EAST LINE OF SAID ALLEY;

ALSO, THE EAST HALF OF THAT PART OF THE NORTH/SOUTH 13.0 FOOT ALLEY VACATED BY ORDINANCE DATED FEBRUARY 11, 2004 AND RECORDED MAY 14, 2004 AS DOCUMENT NUMBER 0413544094, LYING EAST OF THE EAST LINE OF LOTS 18 THROUGH 25, BOTH INCLUSIVE, IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE WEST 2 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS, LYING WEST OF THE WEST LINE OF LOTS 20 THROUGH 27, BOTH INCLUSIVE, IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE EAST 3 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13 AFORESAID, LYING NORTH OF THE EASTWARD EXTENSION OF THE NORTH LINE OF LOT 17 IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE WEST 2 ACRES AFORESAID FROM THE NORTHEAST CORNER OF SAID LOT 17 TO THE EAST LINE OF SAID ALLEY AND LYING SOUTH OF A LINE DRAWN FROM THE NORTHEAST CORNER OF LOT 25 IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE WEST 2 ACRES AFORESAID TO THE SOUTHWEST CORNER OF LOT 27 IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE EAST 3 ACRES AFORESAID:

ALSO, THE EASTERLY HALF OF THAT PART OF THE NORTHEASTERLY/SOUTHWESTERLY 16 FOOT ALLEY VACATED BY ORDINANCE DATED FEBRUARY 11, 2004 AND RECORDED MAY 14, 2004 AS DOCUMENT NUMBER 0413544094, LYING WESTERLY OF THE WESTERLY LINE OF LOTS 23, 24 AND 25 IN GAYLORD AND SMITH'S SUBDIVISION OF THE NORTHWEST 1/4 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13 AFORESAID, LYING EASTERLY OF THE EASTERLY LINE OF LOTS 21, 22, 23 AND 24 IN THE SUBDIVSION OF LOT 26 IN GAYLORD AND SMITH'S SUBDIVISION, AFORESAID, LYING NORTHERLY OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 25 IN GAYLORD AND SMITH'S SUBDIVISION, AFORESAID, TO THE SOUTHEAST CORNER OF LOT 24 IN THE SUBDIVISION OF LOT 26 AFORESAID AND LYING SOUTHERLY OF A LINE DRAWN FROM THE NORTHWEST CORNER OF LOT 23 IN GAYLORD AND SMITH'S SUBDIVISION, AFORESAID, TO THE INTERSECTION OF THE EAST AND EASTERLY LINES OF LOT 21 IN THE SUBDIVISION OF LOT 26 AFORESAID;

ALSO, THE EASTERLY HALF OF THAT PART OF THE NORTH/SOUTH 16 FOOT ALLEY VACATED BY ORDINANCE DATED FEBRUARY 11, 2004 AND RECORDED MAY 14, 2004 AS DOCUMENT NUMBER 0413544094, LYING WEST

OF THE WEST LINE OF LOTS 19, 20, 21 AND 22 IN GAYLORD AND SMITH'S SUBDIVISION, AFORESAID, LYING EAST OF THE EAST LINE OF LOTS 18, 19 AND 20 IN THE SUBDIVISION OF LOT 26 AFORESAID, LYING EAST AND EASTERLY OF THE EAST AND EASTERLY LINE OF LOT 21 IN THE SUBDIVISION OF LOT 26 AFORESAID, LYING SOUTH OF A LINE DRAWN FROM THE NORTHWEST

CORNER OF LOT 19 IN GAYLORD AND SMITH'S SUBDIVISION, AFORESAID, TO THE NORTHEAST CORNER OF LOT 18 IN THE SUBDIVISION OF LOT 26 AFORESAID AND LYING NORTHERLY OF A LINE DRAWN FROM THE NORTHWEST CORNER OF LOT 23 IN GAYLORD AND SMITH'S SUBDIVISION, AFORESAID, TO THE INTERSECTION OF THE EAST AND EASTERLY LINES OF LOT 21 IN THE SUBDIVISION OF LOT 26 AFORESAID;

PARCEL 5:

ALSO, THE EAST/WEST 12 FOOT ALLEY VACATED BY ORDINANCE PASSED JUNE 23,

2004 AND RECORDED JUNE 25, 2004 AS DOCUMENT NUMBER 0417727067, LYING SOUTH OF LOT 5 IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE WEST 2 ACRES AFORESAID, LOT 7 IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE EAST 3 ACRES AFORESAID, AND A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 5 IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE WEST 2 ACRES AFORESAID TO THE SOUTHWEST

CORNER OF LOT 7 IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE EAST 3 ACRES AFORESAID, LYING NORTH OF LOTS 1, 2, 3 AND 4 IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE WEST 2 ACRES AFORESAID AND LOTS 1 THROUGH 6, BOTH INCLUSIVE, IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE EAST 3 ACRES AFORESAID, LYING EAST OF A LINE DRAWN FROM THE NORTHWEST CORNER OF LOT 1 TO THE SOUTHWEST CORNER OF LOT 5, BOTH IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE WEST 2 ACRES AFORESAID AND LYING WEST OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 7 TO THE NORTHEAST CORNER OF LOT 1, BOTH IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE EAST 3 ACRES AFORESAID.

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned Chicago Christian Industrial League, an Illinois not-for-profit corporation ("CCIL") as the successor by merger of Chicago Christian Industrial League Properties, an Illinois not-for-profit corporation ("CCIL Properties") sells, assigns and transfers unto A Safe Haven Foundation, an Illinois not-for-profit corporation ("SHF"), the CITY OF CHICAGO TAX INCREMENT ALLOCATION REVENUE NOTE (CHICAO CHRISTIAN INDUSTRIAL LEAGUE PROPERTIES, INC. REDEVELOPMENT PROJECT), TAXABLE SERIES [A], REGISTERED R-1 in the MAXIMUM PRINCIPAL AMOUNT OF UP TO \$2,000,000 ("CCIL NOTE R-1") and does hereby irrevocably constitute and appoint SHF attorney to transfer CCIL NOTE R-1 on the books kept for registration thereof with full power of substitution in the premises as of March 24, 2010. This Assignment is subject to the collateral assignment of CCIL NOTE R-1 to NCB FSB, a federal savings bank, pursuant to the Security Agreement dated as of May 1, 2004, executed by CCIL Properties.

NOTICE: The signature of CCIL to this assignment corresponds to the name of Chicago Christian Industrial League Properties, Inc., an Illinois not-for-profit corporation ("CCIL Properties") due to the merger of CCIL Properties into CCIL effective as of December 20, 2006.

[BALANCE OF PAGE INTENTIONALLY BLANK--EXECUTION PAGES FOLLOW]

	Illinois not-for-profit corporation as successor by merger to CHICAGO CHRISTIAN INDUSTRIAL LEAGUE PROPERTIES
	A SAFE HAVEN FOUNDATION, an Illinois not-for-profit corporation
	By: Mark S. Market Printed Name: Mark G. Market Title: Sey Trees
Consented to by:	•
CITY OF CHICAGO DEPARTMENT OF COMMUNI	TY AND DEVELOPMENT
BY: Printed Name: Title;	
NCB, FSB	
BY: Printed Name: Title:	
•	

CHICAGO CHRISTIAN INDUSTRIAL LEAGUE, an Illinois not-for-profit corporation as successor by merger to CHICAGO CHRISTIAN INDUSTRIAL LEAGUE PROPERTIES

•	By: Printed Name: Title:
	A SAFE HAVEN FOUNDATION, an Illinois not-for-profit corporation
	By:Printed Name: Title:
Consented to by:	
CITY OF CHICAGO DEPARTMENT OF COM	MUNITY AND DEVELOPMENT
BY: <u>NurYun</u> X Printed Name: Title:	yan
NCB, FSB	
BY: Printed Name: Title:	·

CHICAGO CHRISTIAN INDUSTRIAL LEAGUE, an Illinois not-for-profit corporation as successor by merger to CHICAGO CHRISTIAN INDUSTRIAL LEAGUE PROPERTIES

	By: Printed Name: Title:	
	A SAFE HAVEN FOUNDA' corporation	TION, an Illinois not-for-prot
	By:Printed Name:	
	Title:	
Consented to by:		
CITY OF CHICAGO DEPARTMENT OF COMMUN	ITY AND DEVELOPMENT	
BY: Printed Name:		
Title: NCB, FSB		•
BY: Mand W. Hilly Printed Name: Mukin Title: Chief R	·	
Printed Name: Mulli Title: Chief R	isk officer	

STATE OF ILLINOIS)	
COUNTY OF COOK)	ess.
known to me to be the Pre- lnc an Illinois not-for-profit person whose name is subs- day in person and acknowle pursuant to the authority gi League Foundation, Inc., as of the Chicago Christian Inc. therein set forth.	D HEREBY CERTIFY that James L. Foorman, personally esident of Chicago Christian Industrial League Foundation, at corporation, and personally known to me to be the same scribed to the foregoing instrument, appeared before me this edged that he signed, sealed, and delivered said instrument, even to him as the President of Chicago Christian Industrial is his free and voluntary act and as the free and voluntary act dustrial League Foundation, Inc., for the uses and purposes
GIVEN under my har 2010.	nd and official seal this 24th day of March,
OFFICIAL SEAL ROBIN CARLUCCI Notary Public - State of II My Commission Expires Jun	Notary Public
(SEAL)	

STATE OF ILLINOIS))ss
COUNTY OF COOK)
a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Mark Mulroe, personally known to me to be the Director of A Safe Haven Foundation, Inc., an Illinois not-for-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument, pursuant to the authority given to him as the Director of A Safe Haven Foundation, Inc., as his free and voluntary act and as the free and voluntary act of A Safe Haven Foundation, Inc., for the uses and purposes therein set forth.
GIVEN under my hand and official seal this day of country.
"OFFICIAL SEAL" Notary Public, State of Himole Not Commission Expires: 03/19/11 Notary Public Notary Public

(SEAL)

My Commission Expires ____

STATE OF ILLINOIS)

)ss.

COUNTY OF COOK)

a notary public in and for the said County, in the State aforesaid, NO HEREBY CERTIFY that Christine Raguso, personally known to me to be the Acting Commissioner of the Department of Community Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed, and delivered said instrument pursuant to the authority given to her by the City, as her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this

2010.

My Commission Expires 9.28.2013

(SEAL)

STATE OF ILLINOIS),

Arington) ss.

COUNTY OF GOOK

known to me to be the same person appeared before me this day in person said instrument, pursuant to the author his/her free and voluntary act and as purposes therein set forth.	a notary public in and for the said County, in the FY that MC/C F1/12, personally known to of NCB, FSB, a Federal Savings Bank, and personall whose name is subscribed to the foregoing instrument and acknowledged that he signed, sealed, and deliverently given to him as the free and voluntary act of NCB, FSB, for the uses an cial seal this 83dd day of MCGC/M, 2010.
	Notary Public My Commission Expires 7/3/201/

(SEAL)

MONICA Y. FISHER
Notary Public
Commonwealth of Virginia
7117296
My Commission Expires Jul 31, 2011

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned Chicago Christian Industrial League, an Illinois not-for-profit corporation ("CCIL") as the successor by merger of Chicago Christian Industrial League Properties, an Illinois not-for-profit corporation ("CCIL Properties") sells, assigns and transfers unto A Safe Haven Foundation, an Illinois not-for-profit corporation ("SHF") the CITY OF CHICAGO TAX INCREMENT ALLOCATION REVENUE NOTE (CHICAO CHRISTIAN INDUSTRIAL LEAGUE PROPERTIES, INC. REDEVELOPMENT PROJECT), TAXABLE SERIES [B], REGISTERED NO. R-2 in the MAXIMUM PRINCIPAL AMOUNT OF UP TO \$3,522,900 ("CCIL NOTE R-2") and does hereby irrevocably constitute and appoint SHF attorney to transfer CCIL NOTE R-2 on the books kept for registration thereof with full power of substitution in the premises as of March 24, 2010. This Assignment is subject to the collateral assignment of CCIL NOTE R-2 to NCB FSB, a federal savings bank, pursuant to the Security Agreement dated as of May 1, 2004, executed by CCIL Properties.

NOTICE: The signature of CCIL to this assignment corresponds to the name of Chicago Christian Industrial League Properties, Inc., an Illinois not-for-profit corporation ("CCIL Properties") due to the merger of CCIL Properties into CCIL effective as of December 20, 2006.

[BALANCE OF PAGE INTENTIONALLY BLANK--EXECUTION PAGES FOLLOW]

CHICAGO CHRISTIAN INDUSTRIAL LEAGUE, an Illinois not-for-profit corporation as successor by merger to CHICAGO CHRISTIAN INDUSTRIAL LEAGUE **PROPERTIES** James L. Foorman, President A SAFE HAVEN FOUNDATION, an Illinois not-for-profit corporation Consented to by: CITY OF CHICAGO DEPARTMENT OF COMMUNITY AND DEVELOPMENT BY: Printed Name: Title: NCB, FSB BY: Printed Name: Title:

CHICAGO CHRISTIAN INDUSTRIAL LEAGUE, an Illinois not-for-profit corporation as successor by merger to CHICAGO CHRISTIAN INDUSTRIAL LEAGUE PROPERTIES

	FROFERIES
ı	By: Printed Name: Title:
	A SAFE HAVEN FOUNDATION, an Illinois not-for-profit corporation
	By: Printed Name: Title:
Consented to by:	
CITY OF CHICAGO DEPARTMENT OF COMMUNI	TY AND DEVELOPMENT
BY: fuites Xa Printed Name: Title:	(uso
NCB, FSB	
BY: Printed Name: Title:	

CHICAGO CHRISTIAN INDUSTRIAL LEAGUE, an

Illinois not-for-profit corporation as successor by merger to CHICAGO CHRISTIAN INDUSTRIAL LEAGUE **PROPERTIES** By: Printed Name: Title: A SAFE HAVEN FOUNDATION, an Illinois not-for-profit corporation Printed Name: Title: Consented to by: CITY OF CHICAGO DEPARTMENT OF COMMUNITY AND DEVELOPMENT BY: Printed Name: Title: NCB, FSB RISK

STATE OF ILLINOIS)
COUNTY OF COOK) ss.)
in the State aforesaid, D known to me to be the P loc, an Illinois not-for-pro person whose name is sul day in person and acknow pursuant to the authority of League Foundation Loc., a	a notary public in and for the said County, DO HEREBY CERTIFY that James L. Foorman, personally resident of Chicago Christian Industrial League Foundation, and personally known to me to be the same bescribed to the foregoing instrument, appeared before me this redged that he signed, sealed, and delivered said instrument, given to him as the President of Chicago Christian Industrial as his free and voluntary act and as the free and voluntary act ndustrial League Foundation, Inc., for the uses and purposes
GIVEN under my ha 2010.	and and official seal this 24th day of March,
OFFICIAL SEAL ROBIN CARLLUCCI Notary Public - State of Illing My Commission Expires Jun 09,	Pobin Carlieri Notary Public My Commission Expires 66/09/2012
(SEAL)	

STATE OF ILLINOIS))ss	
COUNTY OF COOK)	
	_ a notary public in and for the said County,
	TIFY that Mark Mulroe, personally known to
	n Foundation, Inc., an Illinois not-for-profit to be the same person whose name is
	ppeared before me this day in person and
acknowledged that he signed, sealed, and	d delivered said instrument, pursuant to the
	Safe Haven Foundation, Inc., as his free and
uses and purposes therein set forth.	act of A Safe Haven Foundation, Inc., for the
• •	≈ 1
GIVEN under my hand and official s	eal this day of Man.
2010.	
SOFFICIAL SEAL	(Alasa
PAM HINES Notary Public, State of Itlinois	Laws thom?
My Commission Expires: 03/19/11	Notary Public
•	riolary r dono
(OFAL)	My Commission Expires
(SEAL)	

27	۲Δ٦	ΓF	OF	11.1	INO	IS.	١
v		_	\sim 1	122	.IIXV		- 1

)ss.

COUNTY OF COOK)

GIVEN under my hand and official seal this 24th day of March 2010.

yolar

My Commission Expires 9. 28-2013

(SEAL)

OFFICIAL SEAL
YOLANDA QUESADA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/28/13

STATE OF ILLINOIS)
) ss. COUNTY OF COOK)
I, MICATISM a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Mark 17/12, personally known to me to be the Chief Rick Office of NCB, FSB, a Federal Savings Bank, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument, pursuant to the authority given to him as the GO of NCB, FSB, as his/her free and voluntary act and as the free and voluntary act of NCB, FSB, for the uses and purposes therein set forth. GIVEN under my hand and official seal this Add day of March, 2010.
Notary Public My Commission Expires 1/3//20//
My Commission Expires _//3//20//
(SEAL)

MONICA Y. FISHER
Notary Public
Commonwealth of Virginia
7117296
My Commission Expires Jul 31, 2011