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WALGREEN CO. 104 Wilmot Road, MS 1420 Deerfield, Illinois 60015 2011 012398

2011 MAR -3 AM 10: 03

Real Estate Law Department Store # 6216/Hobart, IN

SUBORDINATION, NON-DISTURBANICAGO TITLE INSURANCE COMPANY 620104576CM AND ATTORNMENT AGREEMENT

CLERK.

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT

AGREEMENT made in multiple copies as of the 17th day of February, 2011,
by and between CENTIER BANK, an Indiana state bank
("Mortgagee"), the parties identified on Schedule A attached hereto ("Landlord") and
WALGREEN CO., an Illinois corporation ("Tenant");
WITNESSETH:
WHEREAS, Mortgagee is the holder of a Note in the original principal amount
of \$3,650,000.00 Decured by a Mortgage or Deed of Trust
("Mortgage") dated February 17 2011, recorded on
20 ₁₁ . Document No. is Document in the Official Records of Lake County
State of <u>Indiana</u> , covering the property legally described on Exhibit "A"
attached hereto and made a part hereof;
WHEREAS, by Lease dated March 27, 2000, ("Lease"), recorded
by Memorandum of Lease of even date, on April 6, 200_0, Document
No. 2000 023856 , in the Official Records of Lake County, State of
Indiana , Landlord, as landlord, leased to Tenant, as tenant, the property, of the
northeast corner of Wisconsin Street and West Ridge Road in the City of Hobart,
State of Indiana, legally described on Exhibit "A" ("Leased Premises");
WHEREAS, Mortgagee, Tenant and Landlord desire to confirm their
understanding with respect to said Lease and said Mortgage;
W. WOIANA THE
NOW, THEREFORE, in consideration of the premises and the mutual covenants
and promises contained herein and other good and valuable consideration, the parties
agree as follows: AMOUNT \$ $\frac{133.00}{0.4}$
CASH CHARGE
Store # 6216 CHECK #
OVERAGE
COPY
NON-COM

- 1. Subject to the covenants, terms and conditions of this Agreement, in the event of a default under the Note, the lien of said Lease is hereby subordinated to the lien of said Mortgage. If there shall be a conflict between the terms of said Lease and the terms of said Mortgage, the terms of said Lease shall prevail.
- 2. In the event Mortgagee or any other party (collectively "Successor Landlord") acquires title or right of possession of the Leased Premises under said Mortgage through foreclosure, or other procedure related to a default under the Note, said Lease shall remain in full force and effect and Tenant shall continue occupancy of the Leased Premises in accordance with the terms and provisions of said Lease. In such event, during the period that it holds title to or possession of the Leased Premises, Successor Landlord shall be in all respects bound by said Lease as Landlord and by all of Tenant's rights thereunder. Successor Landlord's remedies pursuant to the Lease will be in full force and effect once Successor Landlord succeeds to the interest of Landlord under the Lease and once Successor Landlord is bound by all of the terms and conditions of said Lease.
- 3. So long as Successor Landlord shall be bound by the terms and conditions of said Lease, Tenant shall attorn to Successor Landlord when Successor Landlord is in possession of the Leased Premises, whether such possession is pursuant to Mortgagee's rights under said Mortgage (which such attornment shall be effective and self operative without the execution of any further instrument on the part of any of the parties hereto), or other procedure related to a default under the Note and will continue occupancy of the Leased Premises under the same terms and conditions of said Lease.
- 4. Mortgagee shall not include Tenant in any foreclosure proceeding involving the Leased Premises, unless required by applicable state law for Mortgagee to accomplish the foreclosure and then not to interfere with or diminish Tenant's rights under said Lease or disturb Tenant's possession.
- 5. In the event that Successor Landlord succeeds to the interest of Landlord under such Lease, Successor Landlord shall not be:
- a). Liable for any act or omission of any prior landlord (including Landlord) or subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord), except for any defaults or remedies of which Tenant has notified Mortgagee prior to Successor Landlord becoming bound by the Lease in accordance with

paragraph 2. Successor Landlord will not be held liable for any consequential damages for defaults of any prior Landlord; or

- b). Bound by any payment of any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord (including Landlord); or
- c). Bound by any amendment or modification of the Lease made without Mortgagee's written consent.
- 6. During the continuance of said Mortgage, Tenant shall use reasonable efforts to give written notice to Mortgagee of all defaults by Landlord of those obligations under said Lease which are of a nature as to give Tenant a right to terminate said Lease, reduce rent, or to credit or offset any amounts against future rents, and Mortgagee shall have the same opportunity as provided to Landlord in said Lease (but shall not be required) to cure the same. In any event (except as otherwise provided in the next sentence of this paragraph), Tenant's failure to provide Mortgagee such written notice shall not impair any rights granted or derived by Tenant under said Lease and/or this Agreement. In no event shall Tenant terminate the Lease as a result of any breach or default of the Lease unless Tenant has provided Mortgagee notice and afforded the Mortgagee the same opportunity to cure such breach or default as provided to Landlord in said Lease; provided, however, that Mortgagee shall not be obligated to remedy or cure any default of Landlord under the Lease.
- 7. Tenant hereby agrees that upon receipt of written notice from Mortgagee of a default by Landlord under said Mortgage, all checks for rent and other sums payable by Tenant under said Lease to Landlord shall, from the date of Tenant's receipt of such written notice, be delivered to and drawn to the exclusive order of Mortgagee until Mortgagee or a court of competent jurisdiction shall direct otherwise. Such an assignment of rent shall not relieve Landlord of any of its obligations under said Lease and shall not modify or diminish any rights granted to Tenant by said Lease or this Agreement, including but not limited to, any rights contained in said Lease which allow Tenant the right of so-called self help, offsets or deductions in the event of default or otherwise. Landlord hereby consents and agrees to the provisions of this paragraph and hereby authorizes Tenant to direct all rental and other payments under said Lease as provided by this paragraph. Landlord hereby relieves Tenant from any liability by reason of Tenant's payment of any sums under said Lease as required by this paragraph. Tenant

shall have no obligation to verify the existence of any such default stated in the notice from Mortgagee under this paragraph.

- 8. (a) Subject to the terms of (b) below, Tenant agrees that the covenants of Landlord in Article 8 of the Lease shall not be binding upon land owned by Successor Landlord that acquires the interest of Landlord in the Leased Premises through foreclosure of the Mortgage or a deed in lieu thereof, (provided that Successor Landlord owned or mortgaged such land prior to the date that it acquires the interest of Landlord in the Leased Premises), but shall apply to any subsequent purchaser or transferee that is not an affiliate or subsidiary of Successor Landlord.
- (b) Upon Successor Landlord's acquisition of Landlord's interest, during the period that it holds title to the Leased Premises, Successor Landlord will not execute any agreement that violates the restrictions set forth in Article 8 of the Lease or agree to any modification of a then existing agreement which extends the right of any third party to operate in a manner inconsistent with the restrictions set forth in Article 8 of the Lease.
- 9. In the event Successor Landlord acquires title or right of possession of the Leased Premises, Tenant acknowledges and agrees that the liability of such Successor Landlord under the Lease shall be limited to its interest in the property described on Exhibit "A" and the rents, income and profits therefrom. Notwithstanding anything herein to the contrary, Tenant shall have all of its equitable remedies against Successor Landlord. Nothing contained herein shall otherwise limit Tenant's rights or remedies as provided in the Lease.
- 10. All notices under this Agreement shall be deemed to have been duly given if made in writing and sent by United States certified or registered mail, postage prepaid, or by overnight delivery service providing proof of receipt, and addressed as follows:

If to Mortgagee:

Centier Bank

117 East Joliet Street

Crown Point, Indiana 46307

If to Tenant:

104 Wilmot Road, MS 1420

Deerfield, Illinois 60015

If to Landlord:

The Parties Identified on Schedule "A" Hereto

c/o Inland Continental Property Management Corp.

2901 Butterfield Road Oak Brook, IL 60523

provided that each party by like notice may designate any future or different addresses to which subsequent notices shall be sent. Notices shall be deemed given upon receipt or upon refusal to accept delivery.

- 11. Tenant agrees that the right of first refusal shall not apply to Successor Landlord through a foreclosure, deed-in-lieu of foreclosure or any other enforcement action under the Mortgage; provided, however, such right of first refusal shall apply to subsequent purchasers of the Leased Premises. It is the express intention of Landlord and Tenant that the acquisition by either party of the right, title, interest and estate of the other party in and to the Leased Premises shall not result in termination or cancellation of the Lease by operation of the principle of merger of estates or otherwise, notwithstanding any applicable law to the contrary.
- 12. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures and acknowledgment of, or on behalf of, each of the parties hereto. Any signature and acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature and acknowledgment pages.
- 13. This Agreement shall also bind and benefit the heirs, legal representatives, successors and assigns of the respective parties hereto, and all covenants, conditions and agreements herein contained shall be construed as running with the land.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement, under seal, as of the day and year first above written.

(Signature Page to follow)



Store # 6216

EXHIBIT "A"

<u>LEGAL DESCRIPTION</u> (STORE ##6216)

LOT 1, RESUBDIVISION OF LOTS 47-58, MERLIN'S FAIRFIELD ADDITION, ADDITION TO THE CITY OF HOBART, LKE COUNTY, INDIANA, RECORDED PLAT BOOK 88, PAGE 30, IN THE OFFICE OF RECORDER OF LAKE COUNTY, INDIANA.

Address: NEC of Wisconsin Street and Ridge Road, Hobart, Indiana



Schedule A

- (1) Hobart 1031, L.L.C.
- (2) Hobart-Carpenter-1, L.L.C.
- (3) Hobart-Carpenter-2, L.L.C.
- (4) Hobart-Davidson Trust, L.L.C.
- (5) Hobart-Doreski-1, L.L.C.
- (6) Hobart-Doreski-2, L.L.C.
- Hobart-Hunter-1, L.L.C. (7)
- (8) Hobart-Hunter-2, L.L.C.
- (9) Hobart-Kaplan, L.L.C.
- (10)Hobart-Kinstetter Trust, L.L.C.
- (11)Hobart-Kruger, L.L.C.
- (12)Hobart-Kusserow, L.L.C.
- (13)Hobart-Lacert, L.L.C.
- (14)Hobart-Lopiano, L.L.C.
- Hobart-Malin, L.L.C. (15)
- Hobart-Mchenney, L.L.C. (16)
- Hobart-Minit Car Wash, L.L.C. Hobart-Olson, L.L.C. (17)
- (18)
- Hobart-Roberts, L.L.C. FFI (Hobart-Roth Trust, L.L.C. (19)
- (20)
- (21) Hobart-Russell, L.I. Ent is the property of
- Hobart-Seventy Nine Thompson RealtyTrust, L.L.C. (22)
- (23) Hobart-Vaughan, L.L.C.
- (24)Hobart-Yee Trust, L.L.C.
- (25)

WALGREEN CO.

CENTIER BANK, an Indiana

state bank

Richard N. Steiner

Director, Real Estate Law

Title: Vice President

Document is

This instrument was prepared by: Cumen Donald Sheaperty of Inland Diversified Real Estate Services, LLC 2901 Butterfield Road

Oak Brook, IL 60523

(630) 368.2328

The foregoing preparer states as follows:

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.



ACKNOWLEDGEMENT

STATE OF ILLINOIS §
COUNTY OF LAKE §
On this 76 day of Pelember 2010, before me appeared Richard N. Steiner, to me personally known, who, being by me duly sworn, did say that he is the Director, Real Estate Law of Walgreen Co., an Illinois corporation, and that said instrument was signed in behalf of said corporation by authority of its board of directors, and said Director, Real Estate Law acknowledged said instrument to be the free act and deed of said corporation. (Seal) JANET RUBENSTEIN NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 9/22/2012 Notary Public
My term expires: 2 22-2012
Document is NOT OFFICIAL! STATE OF Indiana Shis Document is the property of COUNTY OF LAKE State
(Seal) **Plain o Vau Oouliums Notary Public** Notary Public**
Official Seal ELAINE VAN DENBURG Resident of Lake County, IN My commission expires August 29, 2017

HOBART-CARPENTER-1, L.L.C., a Delaware limited liability company

By: Larry D. Carpenter, Sole Member

By:



STATE OF WISCONSIN)
ss.
COUNTY OF BROWN
)

GIVEN under my hand and Notarial Seal this 12 day of 2011.

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Notary Public
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the Lake County Recorder!

HOBART-CARPENTER-2, L.L.C., a Delaware limited liability company

By: Marilyn K. Carpenter, Sole Member

By: Marlyox Carpenter

Marilyn K. Carpenter



STATE OF WISCONSIN) ss. COUNTY OF Brown)

GIVEN under my hand and Notarial Seal this 12th day of 2011.

NOT OFFICIAL. Notary Public
This Document is the property of
the Lake County Recorder!

HOBART-DAVIDSON TRUST, L.L.C., a Delaware limited liability company

By: Barbara Pennington Davidson Trust, Sole Member

By: Barbara Panington Davidson Truston

Barbara Pennington Davidson, Trustee



STATE OF IDAGE)
) ss
COUNTY OF AOA)

I, Tyler Die , a Notary Public in and for said County, in the State aforesaid, do hereby certify that Brease Davisson, the trustee of the sole member of Hobert - Davidson Twist, L.L.C., a Delaware limited liability company, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as the sole member of said limited liability company, as his/her free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24 day of 2011.



HOBART-DORESKI-1, L.L.C., a Delaware limited liability company

By: Zivko R. Doreski Revocable Trust, Sole Member

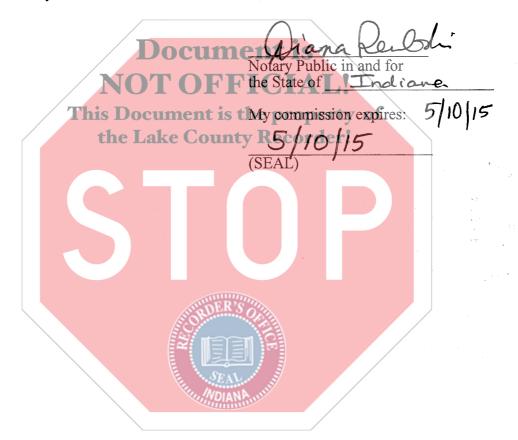
By:



ACKNOWLEDGMENT

STATE OF	India)		
COUNTY OF	Lake	-)SS.)		
On J	anuar	r 13	, 2011 before me, the undersigned, a Notary Public		
in and for said S	State, person	ally appeared			
Z	ivKo	Doreski	personally known to me (or proved		
to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed					
		•	ged to me that he/she/they executed the same in		
his/her/their aut	thorized cap	acity(ies), and	d that by his/her/their signature(s) on the instrument the		
person(s), or the entity upon which the person(s) acted, executed the instrument.					

WITNESS my hand and official seal.



HOBART-DORESKI-2, L.L.C., a Delaware limited liability company

Cveta Doreski Revocable Trust, Sole Member By:

By:



STATE OF Indiana)
COUNTY OF Lake)ss.

GIVEN under my hand and Notarial Seal this 13 day of 2011.

NOT OFFICIAL Notary Public

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S TO P

HOBART-HUNTER-1, L.L.C., a Delaware limited liability company

y: Millard W. Huston

Willard W. Hunter, Sole Member



STATE OF FICEIDS)

COUNTY OF LEE)

GIVEN under my hand and Notarial Seal this <u>26</u> day of <u>January</u>, 2011.



HOBART-HUNTER-2, L.L.C., a Delaware limited liability company

By: Judith P. Hunter, Sole Member



STATE OF FloRIDA) COUNTY OF LEE) ss. a Notary Public in and for said County, in the State aforesaid, do hereby certify that Juntos the sole member of hart - hunter a Delaware limited liability company, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as the sole member of said limited liability company, as his/her free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth. GIVEN under my hand and Notarial Seal this 26 day of nuary , 2011. ocunient is the property of **County Recorder!**

HOBART-KAPLAN, L.L.C., a Delaware limited liability company

Englan

By: Earl P. Kaplan, Sole Member

By: Forl P. Vani

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STATE OF Colorado) county of Boulder) ss.

I, Shela L. Leme C., a Notary Public in and for said County, in the State aforesaid, do hereby certify that For P. Kaplan, the sole member of Hobart-Kaplan, LLC, a Delaware limited liability company, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as the sole member of said limited liability company, as his/her free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 19th day of 2011.



HOBART-KINSTETTER TRUST, L.L.C., a Delaware limited liability company

By: The Kinstetter Family Trust, Sole Member

By: Jesu W T



Store # 6216

STATE OF Anzong) ss.

GIVEN under my hand and Notarial Seal this 13 day of Johnary, 2011.



HOBART-KRUGER, L.L.C., a Delaware limited liability company

By: Michael Kruger, Sole Member

By:

Michael Kruger



STATE OF)	o .	
COUNTY OF)	5.	
said County, in the State aforesait the sole member of hour - live whose name is subscribed to the acknowledged that s/he signed are limited liability company, as his/deed of said company, for the use	foregoing instrument, appeared land delivered the said instrument are there and voluntary act and as	e limited liability company, before me this day in person and as the sole member of said the free and voluntary act and
	hand and Notarial Seal this $\frac{23}{11}$.	day of
JUDITH A PALMER Notary Public - Michi Oakland County My Commission Expires Ap Acting in the County of	TIS 2013 QUME THAT	Notary Public Hh A Palmer
	Document is the proper Lake County Recorde	
S		
	SEAL MOIANA	

HOBART-KUSSEROW, L.L.C., a Delaware limited liability company

By: Leon E. Kusserow and Dorothy S. Kusserow, Husband and Wife, Collectively as, Sole Member

By: Jew C. Mas

Leon E. Russelow

By: Wouthy S Kusserow



STATE OF Texas) ss. country of Hidalgo)

I, Kirsten Lea Taylor , a Notary Public in and for said County, in the State aforesaid, do hereby certify that Lean F. Kusserow & Porothy S. Nusserow the sole member of Hotart - Nusserow, L.L.C., a Delaware limited liability company, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as the sole member of said limited liability company, as his/her free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14 day of 2011.



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HOBART-LACERT, L.L.C., a Delaware limited liability company

By: Larry Lacert, Sole Member

By:

Larry Lacert



STATE OF Colovado)
) ss.
COUNTY OF Larimer)

Hobert-Lacort, L.L.C

I, Kaven Bentley, a Notary Public in and for said County, in the State aforesaid, do hereby certify that have haven, a Delaware limited liability company, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as the sole member of said limited liability company, as his/her free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18Th day of January, 2011.



HOBART-LOPIANO, L.L.C., a Delaware limited liability company

By: Frank J. Lopiano, Jr., Sole Member

By:

Frank J. Lopiano, J



Store # 6216

STATE OF Florida, country of Stuge, ss.

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HOBART-MALIN, L.L.C., a Delaware limited liability company

By: S. K. Chaudoin-Malin AKA Shirlee K. Chaudoin-Malin, Sole Member

By: St. Chaudon Makin

S. K. Chaudoin-Malin AKA Shirlee K. Chaudoin-Malin



STATE OF Artzona)
COUNTY OF Yarapai) ss.

I,
GIVEN under my hand and Notarial Seal this _/O day of
Trisch Ricci Notary Public Yavapai County, Arizona My Comm. Expires 09-29-14 Trisch Ricci Notary Public Yavapai County, Arizona My Comm. Expires 09-29-14
This Document is the property of the Lake County Recorder!
STOP
SEAL SEAL

HOBART-MCHENNEY, L.L.C., a Delaware limited liability company

By: Mary McHenney, Sole Member

By:



STATE OF)
,) ss.
COUNTY OF)

GIVEN under my hand and Notarial Seal this 23 day of Felovian, 2011.



HOBART-MINIT CAR WASH, L.L.C., a Delaware limited liability company

By: PARK AVENUE MINIT CAR WASH, INC.a Massachusetts Corporation,

Sole Member

By: Name:

Lawrence A. Ciampi

Title:

President



Store # 6216

STATE OF PLUIND 15) ss. COUNTY OF DUPAGE)

I, EUZABETH G. HILL , a Notary Public in and for said County, in the State aforesaid, do hereby certify that LAWRENCE A. CIAMPI the President of the sole member of MINIT CAR WASH LLA Delaware limited liability company, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as the sole member of said limited liability company, as his/her free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this day of day of , 2011.



HOBART-OLSON, L.L.C., a Delaware limited liability company

By: Gregory J. Olson, Sole Member

Gregory V. Olson



STATE OF)) ss.			
COUNTY OF)			
. 1	alo. Vo.	Rep. 144APAT	a Notary P	ublic in and for
said County, in the State the sole member of whose name is substacknowledged that state is the state of the sole member of the sole member of the state of the sole member of the sole m	HoBART-OLS cribed to the foregon when the signed and deli	ing instrument, app vered the said instru	elaware limited liabi eared before me this ament as the sole me	lity company, day in person and ember of said
limited liability comdeed of said compar				voluntary act and
GIVI ZANZARY	EN under my hand	and Notarial Seal th	is <u>25</u> day of	
		\downarrow	\mathcal{O}	2 1 0
COMMAON/WEAL In U.E. 179 Notarial Sea Nancy L. Bernhardt, No City of Philadelphia, Philad My Commission Expires	ptery Public O I lelphia County July 24, 2011 S DOCU	OCUMENTS OFFIC ment is the pr	Notary Pub Coperty of	lernhard olic
Member, Pennswygels Assoc	iation of Notaries Lak	ke County Red	corder!	
		POPER'S OF		
		MOIANA THE		

HOBART-ROBERTS, L.L.C., a Delaware limited liability company

By: John W. Roberts, Sole Member

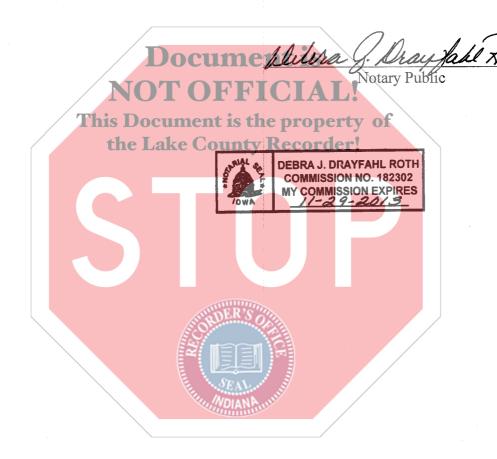
By: John W Roberts



STATE OF **JOWA**) ss COUNTY OF **JEFFERSON**)

I, <u>DEBRA J. DRAY FAHL ROTH</u>, a Notary Public in and for said County, in the State aforesaid, do hereby certify that <u>John W. Roberts</u>, the sole member of <u>Hobart - Roberts Lile</u>, a Delaware limited liability company, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as the sole member of said limited liability company, as his/her free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this // day of /ANUARY , 2011.



HOBART-ROTH TRUST, L.L.C., a Delaware limited liability company

By: The Roth Family Trust, Sole Member

By:

Gerald E. Roth, Trustee



STATE OF California)
ss
COUNTY OF LOS Angeles)

I, Crater , a Notary Public in and for said County, in the State aforesaid, do hereby certify that Great E. Rotto, the trustee of the sole member of Holart 120th Trust CC, a Delaware limited liability company, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that the signed and delivered the said instrument as the sole member of said limited liability company, as his/her free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this <u>IG</u> day of <u>January</u>, 2011.



HOBART-RUSSELL, L.L.C., a Delaware limited liability company

By: Gordon F. Russell and Melissa E. Russell, Husband and Wife, Collectively as,

Sole Member

By:

Gordon F. Russell

By:

Melissa E. Russell



STATE OF Texas) ss. COUNTY OF Hucces)

I, B.KAY W. 150 M., a Notary Public in and for said County, in the State aforesaid, do hereby certify that Gordon F. Russell + Melissa E. Russell the sole member of Hotor - Russell, L.L.C., a Delaware limited liability company, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as the sole member of said limited liability company, as his/her free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this Local day of , 2011.

NOT OFFICIAL

This Document is the Lake Course of Texas My Comm. Exp. 02-12-2014

HOBART-SEVENTY NINE THOMPSON REALTY TRUST, L.L.C., a Delaware limited liability company

By: Seventy Nine Thompson Realty Trust, Sole Member

By: <u>Hills Barclay</u>
Gilda Barclay as Current Trustee of the Seventy Nine Thompson Realty Trust



Store # 6216

White

STATE OF PORDA) ss COUNTY OF INDIAN)

I, A Notary Public in and for said County, in the State aforesaid, do hereby certify that GIDA FAVORIA, the trustee of the sole member of twhen severy - the trustee, a Delaware limited liability company, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as the sole member of said limited liability company, as his/her free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 2011 day of 2011.



HOBART-VAUGHAN, L.L.C., a Delaware limited liability company

By: Joseph P. Vaughan and Mary R. Vaughan, Husband and Wife Collectively as,

Sole Member

By:

Joseph P. Vaughan

By:

Mary R. Vaughan



STATE OF WE) ss. COUNTY OF Dane)

I, Sun e House, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Sager way Vaudan, the sole member of House Vaudan Lee, a Delaware limited liability company, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as the sole member of said limited liability company, as his/her free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this had any of Sanuar Millimore KINSO FICIAL Notary Public County Recorder!

STATE OF	WI)
	•) ss.
COUNTY O	FDane	·)

GIVEN under my hand and Notarial Seal this day of January 2011

TANIAN TKINSON

Notary Public

OF WISCONDUCTOR OF WISCONDUCTOR

HOBART-YEE TRUST, L.L.C., a Delaware limited liability company

By: Lawrence Ngue Yee and Yuk Sheung Yee Revocable Trust, Sole Member

By: America Ngue Yee, Trustee

By: Yuk Sheung You Yuk Sheung Yeel Trustee



STATE OF California) ss. COUNTY OF LOS Angules _, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ______ Nane Yel the trustee of the sole member of Hobart Yee Trust, LL.C., a Delaware limited liability company, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as the sole member of said limited liability company, as his/her free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth. GIVEN under my hand and Notarial Seal this 12 to day of January, 2011. JUDY ANN DOYEL Called ocument is the property of omm. Expires Jul 15, 2012 Rec County Recorder!

STATE OF California)
) ss.
COUNTY OF Los Angeles)

GIVEN under my hand and Notarial Seal this 12 to day of ________, 2011.



HOBART-YORK TRUST, L.L.C., a Delaware limited liability company

By: Nancy N. York Trust established under the will of Margaret Jane Fagiani dated April 23, 1975, Sole Member

By:

Nancy N/ York as Trustee under the Nancy N. York Trust

established under the will of Margaret Jane Fagiani dated April 23, 1975



ACKOWLEDGMENT OF NOTARY PUBLIC

STATE OF CALIFORNIA))ss.
COUNTY OF NAPA)

On January 18, 2011, before me, Ellen M. York, a notary public, personally appeared Nancy N. York, Trustee of the Nancy N. York Trust, established under the Will of Margaret Jane Fagiani dated April 23, 1975, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity as Sole Member of HOBART-YORK, L.L.C., and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



HOBART 1031, L.L.C., a Delaware limited liability company

By: Hobart Exchange, L.L.C., a
Delaware limited liability
Company, its sole member

By: Inland Private Capital Corporation, a Delaware Corporation, its sole member

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Patricia A. DelRosso, President

STATE OF | LUINO 15)
COUNTY OF DUPAGE SS:

BEFORE ME, the undersigned, a Notary Public, on January 23, 2011, personally appeared Patricia A. DelRosso, President, personally known to me to be the same person whose name is subscribed to the foregoing document as Sole Member of HOBART 1031, L.L.C., and being first duly sworn by me upon oath, acknowledged that such person has read and understands the foregoing and that such person has affixed such person's name to and delivered said document as such person's own free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Notary Public

Commission Expires:

County of Residence:

OFFICIAL SEAL
ELIZABETH G HILL
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:10/26/11

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