

**EXCLUSIVE INSTALLATION AND SERVICE AGREEMENT**

This Exclusive Installation and Service Agreement (the "Agreement") is entered into by and between DISH Network L.L.C., a Colorado limited liability company having an office at 9601 South Meridian Boulevard, Englewood, Colorado 80112 ("DNLLC"), and the ("Owner") as identified below:

**OWNER:**

Legal Name of Entity: Vanguard Lofts Condominium Association

Business Address: c/o First Properties LLC  
760 N. Ogden Avenue, Suite 2200  
Chicago, Illinois 60622

Type of Entity: Not-for-profit corporation

State of Formation: Illinois

Address for Notices: c/o First Properties LLC  
760 N. Ogden Avenue, Suite 2200  
Chicago, Illinois 60622

Facsimile: (312) 829-8900  
Telephone: (312) 829-8950

*Additional Notice to:* Vincent A. Lavieri  
Gardiner, Koch, Weisberg & Wrona  
53 W. Jackson Boulevard, Suite 950  
Chicago, IL 60604

*Facsimile:* (312) 362-0000  
*Telephone:* (312) 362-0440

**Property Name:** Vanguard Lofts Condominiums

**Property Address:** 1250 W. Van Buren Street, Chicago, Illinois 60607

**Effective Date:** \_\_\_\_\_ (to be completed upon execution)

**Expiration Date of Initial Term:** \_\_\_\_\_ (to be completed upon execution)

**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to duly execute and deliver this Agreement as of the Effective Date set forth above.

**DISH NETWORK L.L.C.**  
By EchoStar DBS Corporation, its sole member

**VANGUARD LOFTS CONDONIMIUM ASSOCIATION**

By: \_\_\_\_\_  
Name: Brian J. Yohn  
Title: Vice President, Commercial Services

By: \_\_\_\_\_  
Name: Christian A. Lattimer  
Title: President

## RECITALS

**WHEREAS**, DNLLC and its affiliates are in the business of, among other things, installing direct broadcast satellite systems in multiple dwelling unit properties and delivering to the residents of such properties: (i) multi-channel video, audio, data, and interactive programming services under the name DISH Network; and (ii) Internet and broadband products;

**WHEREAS**, Owner, through its Board of Managers, is responsible for the management, administration and operation of certain condominium property commonly known as Vanguard Lofts Condominiums, which is located at 1250 W. Van Buren Street, Chicago, Illinois 60607 and detailed in the description attached hereto as Exhibit 1, which is hereby incorporated by reference herein (the "Property"); and

**WHEREAS**, DNLLC desires to acquire, and Owner desires to grant, the exclusive right to deliver its programming services to the Property, including without limitation, the exclusive right to install, operate and maintain a direct broadcast satellite system and related equipment on the Property for the purpose of delivering its programming services;

## AGREEMENT

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### 1. Services.

A. Programming. DNLLC shall provide access to its direct broadcast satellite video, audio, data and interactive programming services (the "Programming") to those residents of the Property who choose to subscribe to such Programming ("Subscribers"). DNLLC may, at any time and from time to time and in its sole and absolute discretion, alter the price and/or contents of Programming, including without limitation, to: (i) provide new services or remove services; (ii) offer a selection of alternate programming packages and/or services containing all, part or none of the existing Programming at one or more prices; and/or (iii) modify the channel lineups contained in any Programming package to add or remove services

and/or the brand names of the Programming packages. Owner shall have no authority or control over the Programming, including without limitation, the types of Programming that DNLLC makes available to Subscribers or the prices at which Subscribers may subscribe to the Programming.

DNLLC shall make commercially reasonable efforts, subject to technical limitations of the Equipment (as defined below), to make available to Subscribers such Programming that DNLLC generally makes available to DNLLC's other residential subscribers in the Chicago metropolitan area.

B. Internet Products. DNLLC shall have the right but not the obligation, at any time and from time to time and in its sole discretion, to market, promote and/or sell one or more Internet, online, or interactive programming products, including without limitation, broadband access, e-mail, web-hosting and/or voice-over internet protocol products (the "Internet Products"). (Any residents of the Property who choose to subscribe to any Internet Products that DNLLC chooses to offer are referred to hereinafter collectively with Subscribers to the Programming as "Subscribers.") In the event that DNLLC chooses to do so, DNLLC shall have the right to market, promote and sell the Internet Products to residents of the Property. DNLLC may, at any time and from time to time and in its sole discretion, create and modify such Internet Products, including without limitation, the pricing or contents. Owner shall have no authority or control over the Internet Products that DNLLC makes available to residents of the Property or the prices at which residents of the Property may subscribe to the Internet Products. (The Programming and the Internet Products are referred to collectively hereinafter as the "Services.")

C. Exclusivity. For the entirety of the Term (as defined below) and to the fullest extent permitted by applicable laws and/or governmental authorities holding competent jurisdiction over this Agreement or the performance of the parties hereunder, Owner hereby grants to DNLLC the right to be the sole and exclusive provider of video, audio, data and interactive programming services on the Property. In furtherance and without limitation of the foregoing, for the entirety of the Term and to the extent legally permissible, Owner agrees that it shall not permit another person or entity to: (i) distribute multi-channel video, audio, data and interactive programming services programming products or services to residents of the Property, regardless of the means of delivery of such programming products or services, including without limitation, multi-channel,

multi-point distribution service; direct broadcast satellite; Ku, Ka, or C-band satellite; or VDSL; or (ii) install or operate any television recognition equipment, or any equipment that is equivalent or similar to television recognition equipment that is installed for the purpose of providing video, audio, data and interactive programming services, on the Property. The parties understand and acknowledge that the exclusivity provisions of this subparagraph C shall not apply to Internet Products.

D. Showroom Accounts. DNLLC shall provide to Owner, at no cost to Owner, one (1) video and audio programming showroom account (the "Showroom Account") for use in a leasing office or other high-traffic common area of the Property. The Showroom Account shall not be located in a room used for recreation, including without limitation, workout rooms and club rooms. The Showroom Account shall be used for demonstration purposes only. DNLLC shall determine at any time and from time to time in its sole and absolute discretion which video programming services are included in the Showroom Account; provided that in no case shall the Showroom Account have access to either premium packages or pay-per-view movies or events.

E. In the event that, as a direct result of a satellite transmission failure, the residents of the Property do not receive the Programming for a period of forty-eight (48) consecutive hours or more (an "Outage"), upon Owner's written request, EchoStar shall prorate the monthly Programming charges for any such residents who did not receive the Programming during the Outage.

## 2. Equipment.

A. Definitions. For the purposes of this Agreement, the following terms shall have the following definitions:

i. "System" means the L-Band distribution system including without limitation, satellite dishes, taps, and amplifiers.

ii. "Signal Converters" means one or more DISH Network set-top boxes and/or one or more DISH Network radio frequency upconverter QAM signal adapters.

iii. "Equipment" means the System and the Signal Converters collectively, together with any related machinery, instruments or mechanisms that DNLLC, at any time during the

Term and in its sole and absolute discretion, deems necessary or desirable to operate the System and/or the Signal Converters on the Property or provide access to the Services to Subscribers.

B. Exclusive Access to Infrastructure. Owner hereby grants to DNLLC exclusive access to, and the exclusive right to use, the existing wiring infrastructure on the Property for the purposes of providing the Services to Subscribers. In the event that a government agency or court of competent jurisdiction determines during the Term that Owner does not have the right to grant such exclusive access and exclusive right to use the existing wiring infrastructure, Owner shall pay: (i) all installation, labor and equipment costs associated with overbuilding the existing wiring infrastructure and transitioning DNLLC's Equipment from the existing wiring infrastructure to the new wiring infrastructure; and (ii) all costs required to repair or replace any Equipment damaged during such a transition, so that DNLLC may continue providing the Services to Subscribers under this Agreement; provided, however, that Owner shall not be responsible for any damage to the extent that it is caused by or due to the negligent act or omission or willful misconduct of DNLLC or its agents.

C. Installation. DNLLC shall, at its sole cost and expense: (i) install the Equipment at the Property in a good and professional manner; and (ii) acquire and install all machinery, instruments and mechanisms necessary to operate the Equipment on the Property and to provide access to the Services to Subscribers. DNLLC shall use commercially reasonable efforts to perform such installation in a diligent, safe and professional manner and all materials used by DNLLC shall be of good and durable quality. The parties acknowledge and agree that the installation of the Equipment will require modification of the Property, including the drilling of holes and the laying of cable. In the event that the Property is damaged (excluding any modifications to the Property required by the installation of the Equipment), DNLLC will promptly repair, at its sole cost and expense, any such damage.

## D. Ownership.

i. DNLLC Equipment. DNLLC shall retain ownership of the Equipment and any related machinery, instruments and mechanisms necessary to operate the Equipment on the Property or provide access to the Services to Subscribers. Owner shall not access, interfere with, remove, alter, modify, or attempt to repair, maintain or service the

Equipment, or allow persons not authorized by DNLLC to do so; in the event that Owner does access, interfere with, remove, alter, modify, or attempt to repair, maintain or service the Equipment or in any way allows another person not authorized by DNLLC to do so, Owner shall, in addition to being in breach of this Agreement, bear the entire cost of repairing or replacing any Equipment damaged as a result of the unauthorized access, interference, removal, alteration, modification, or attempt to repair, maintain or service.

ii. *Reverse Engineering Prohibition.* Owner acknowledges and agrees that delivery of the Services requires the use of one or more Signal Converters and that such Signal Converters may contain components and/or software that are proprietary to DNLLC. Owner shall not attempt to reverse-engineer, decompile or disassemble any software or hardware contained in or related to the Signal Converters.

iii. *Owner's Equipment.* Owner represents and warrants that it has purchased and installed a security camera system that will generate a composite closed circuit television signal (the "CCTV System"). DNLLC will allocate the necessary bandwidth to broadcast four (4) dedicated analog channels for the CCTV System to each unit of the Property. The CCTV System will consist of four (4) analog channels, which shall be dedicated as closed circuit television feeds. DNLLC will provide and maintain, at its sole cost and expense, all materials and services necessary to link and interface the CCTV System with the Equipment. DNLLC and Owner acknowledge and agree that DNLLC will provide access to the images generated by the CCTV System and closed-circuit television feeds to all residents of units located at the Property without the need to install a DNLLC converter box. DNLLC shall have no responsibility with regard to any resident of the Property who has access to the CCTV System and closed-circuit television feeds pursuant to the previous sentence but still needs additional equipment to view the images. Owner will also, at its sole cost and expense, repair and/or replace any part necessary for the CCTV System during the term of this Agreement; provided, however, that Owner desires to continue this service to the residents of the Property.

E. Title; Liens; Recordation.

i. *Title.* All right, title and interest in and to the Equipment and any related machinery, instruments and mechanisms necessary to

operate the Equipment on the Property or provide access to the Services to Subscribers shall at all times remain exclusively with DNLLC or its assignees, and therefore, no portion of the Equipment shall be deemed a fixture of the Property for any reason, regardless of any applicable law or doctrine relating to fixtures or any method of affixation to the Property or the buildings thereon. Owner hereby waives, as against DNLLC and its affiliates, and against any lender of DNLLC or its affiliates, any landlord's lien, right of distraint or levy, claim, security interest or other interest that Owner now or hereafter may have in or relating to any or all of the Equipment now or hereafter located on the Property, including without limitation, any of the foregoing that may otherwise arise or exist in Owner's favor pursuant to agreement, common law, statute or otherwise.

ii. *Liens and Recordation.* Owner acknowledges and agrees that DNLLC may, in its sole discretion, file or record a memorandum of Agreement and/or other documentation evidencing DNLLC's retained exclusive ownership of the Equipment and any related machinery, instruments and mechanisms necessary to operate the Equipment on the Property or provide access to the Services to Subscribers, including without limitation, UCC-1 Financing Statements, among the public records in any location that DNLLC deems necessary to put third parties on notice of DNLLC's ownership of the Equipment. Owner further agrees to execute and deliver any statement or instrument that may be reasonably requested by DNLLC for such purpose. DNLLC shall pay all costs and expenses associated with the filing and recording of this Agreement or other forms and documentation evidencing ownership of the Equipment. In the event that DNLLC files or records a memorandum of Agreement, DNLLC shall, within thirty (30) business days thereof, deliver a copy of the filed or recorded memorandum of Agreement to Owner.

F. Maintenance. DNLLC shall, at its own cost and expense, operate, maintain and service the Equipment and keep the Equipment in good working order and repair as required by all applicable governmental regulations.

G. Costs. DNLLC shall bear the costs involved in the installation, operation and maintenance of the Equipment and in providing the Services to Subscribers.

H. Disposition. Upon the termination or expiration of this Agreement for any reason, DNLLC may, in its sole discretion: (i) offer the

Equipment to Owner for purchase at fair market value; (ii) surrender the Equipment to Owner without cost or obligation; (iii) sell the Equipment to a third party; or (iv) remove all or any portion of the Equipment at DNLLC's sole cost and expense and restore the Property to a condition reasonably equivalent to its condition on the Effective Date, excepting normal wear and tear. Notwithstanding any provision of this Agreement to the contrary, any Equipment that DNLLC has not removed from the Property within forty-five (45) days following the expiration or termination of this Agreement shall be conclusively presumed to be abandoned by DNLLC and shall become the property of Owner.

3. **Right of Entry and Covenant.**

A. **Right of Entry.** Owner hereby grants to DNLLC for the Term the exclusive right to install, operate and maintain equipment on the Property for the purpose of providing video, audio, data and interactive programming services, and in furtherance thereof, hereby grants to DNLLC the exclusive rights of access, easement and right of way, including without limitation, reasonable rights of ingress and egress, to, over, on, under and through the Property and the buildings located thereon for the purpose of delivering video, audio, data and interactive programming services to residents at the Property, including without limitation, constructing, installing, laying, operating, providing, connecting, maintaining, inspecting, repairing, replacing, relocating, removing and disconnecting such equipment and marketing, promoting, advertising, and selling the video, audio, data and interactive programming services (collectively, the "Right of Entry"). Without limiting the generality of the foregoing, Owner agrees that DNLLC shall have, at a minimum, the free and uninterrupted right of access to the Property, including without limitation, the buildings located thereon and the Equipment Room, between the hours of 9:00 am and 6:00 pm local time, Monday through Saturday, for the purposes of DNLLC's exercising its rights and fulfilling its obligations under this Agreement.

B. **Covenant.** The rights and obligations contained in this Agreement shall constitute covenants and restrictions running with the land, and shall bind and inure to the benefit of all future owners of the Property or of any interest in the Property.

C. **Residents' Rights.** Nothing in this Agreement shall be construed to restrict or limit the rights accorded to residents of the Property under

federal, state and/or local rules and regulations related to the use of areas under residents' exclusive control.

D. **Default.** Owner and DNLLC specifically acknowledge and agree that: (i) DNLLC must retain the Right of Entry for the duration of this Agreement in order to fulfill its obligations under this Agreement and to Subscribers; and (ii) any failure by Owner to maintain or recognize the Right of Entry, or Owner's termination of the Right of Entry, will cause substantial and irreparable harm and injury to DNLLC for which monetary damages alone would be an inadequate remedy and which damages would be difficult to accurately measure. Therefore, Owner and DNLLC agree that, in the event that Owner fails to maintain or recognize, or terminates, the Right of Entry during the Term for whatever reason: (a) such failure to maintain or recognize, or termination of, the Right of Entry shall constitute an incurable material breach of this Agreement by Owner; and (b) DNLLC shall be entitled to, in addition to and without limitation of any other rights and remedies available to DNLLC at law, in equity, under contract or otherwise, all of which are expressly reserved, obtain immediate relief in the form of Owner's specific performance of this Agreement.

4. **Cost of Services.** DNLLC may, in its sole and absolute discretion, determine the prices for the Services, which prices DNLLC may change at any time and from time to time in its sole and absolute discretion; provided that DNLLC shall not, at any time, charge Subscribers prices higher than those on DNLLC's then-current rate card for video, audio, data and interactive channels provided to single-family customers in the Chicago metropolitan area. DNLLC shall have the authority to charge, bill and collect from Subscribers, in such amounts and in such manner as DNLLC shall determine in its sole discretion, fees and charges for actions related to the Services, including without limitation, installation, hookup, operation, maintenance and rental of any related equipment. Owner shall not charge, bill or collect fees or charges of any kind from Subscribers for the Services, the Equipment, or related products, services or actions.

5. **Marketing.**

A. **Marketing Rights.** Owner hereby grants to DNLLC the exclusive right to market direct broadcast satellite video, audio, data and interactive programming services on the Property during the Term. Such right to market shall include, without limitation: (i) the right to distribute any promotional

and informational materials to the residents of the Property; (ii) the right to reasonably display or post promotional materials in the common areas of the Property, subject to Owner's approving the location of such display or posting; and (iii) the right to perform live presentations to residents of the Property and/or any recognized authority that functions to represent the interests of such residents. DNLLC shall conduct any such marketing in a manner so as not to create a legal nuisance or be likely to cause the Property to become littered with promotional and informational materials.

B. Marketing Materials. Owner shall provide reasonable assistance to DNLLC in distributing and displaying DNLLC's promotional and informational materials ("Marketing Materials"), including without limitation, by: (i) including Marketing Materials in all move-in and move-out packages; (ii) distributing Marketing Materials in resident and property newsletters; and (iii) making Marketing Materials available to residents in the office of Owner's property manager's office. DNLLC shall provide all Marketing Materials to Owner and Owner shall not distribute any other materials on DNLLC's behalf or use DNLLC's copyrights, trademarks or other intellectual property rights in any way without DNLLC's prior written permission.

6. Insurance. DNLLC shall maintain, at its own cost and expense, all workers' compensation insurance required by law and comprehensive general liability insurance with a limit of not less than One Million Dollars (\$1,000,000) per occurrence during the Term. Upon Owner's request, DNLLC shall provide to Owner a copy of a certificate of insurance evidencing such coverage.

7. Term and Termination.

A. Term. The term of this Agreement shall commence on the Effective Date and, unless otherwise terminated in accordance with the terms hereof, shall continue in full force and effect for a period of five (5) years from the Effective Date (the "Initial Term"). After the Initial Term, this Agreement shall renew automatically for five (5) successive one-year terms (each, a "Renewal Term"), unless one party provides written notice of termination to the other party no later than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term, as applicable. (The Initial Term and any applicable Renewal Terms are referred to collectively hereinafter as the "Term.")

B. Termination. This Agreement may be terminated by a party hereto (the "Affected Party"), if the other party (the "Other Party") has failed to cure (if curable) any Default (as defined below) within twenty (20) days of receipt of a written notice of such Default from the Affected Party. For the purposes of this Agreement a "Default" shall occur when: (i) the Other Party fails to pay any amount to the Affected Party or its affiliates when due under this Agreement; or (ii) the Other Party fails to perform any obligation or breaches any representation, warranty or covenant in this Agreement (regardless of whether breach or default of such obligation, representation, warranty or covenant is designated as giving rise to a termination right).

8. Representations and Warranties.

A. Owner. Owner represents and warrants to DNLLC that: (i) Owner, through its Board of Managers, is responsible for the administration, management and operation of the Property for and on behalf of the condominium unit owners at the Property and has the power and authority to enter into this Agreement on behalf of the Property's record title holder; and (ii) none of Owner's negotiation, execution and performance of this Agreement will violate any right of any third party, including without limitation: (a) any right contained in any existing agreement, oral or written, between Owner and another person or entity, including without limitation, any lien, mortgage, deed or trust or encumbrance; or (b) tortious interference with Owner's business relationship with a third party.

B. DNLLC. DNLLC represents and warrants to Owner that DNLLC's execution of this Agreement will not violate, conflict with, or result in a default under or breach of any contract or agreement, oral or written, applicable to DNLLC.

9. Compliance with Laws. Each party agrees to comply with and that this Agreement is subject to all applicable federal, state and local laws, rules, regulations, ordinances and codes, and all amendments thereto, now enacted or hereinafter promulgated in force during the Term.

10. Indemnification.

A. Owner. Owner shall indemnify, defend and hold harmless DNLLC and its affiliates, and its and their respective officers, directors, employees, agents and shareholders, and its and their respective assigns, heirs, successors and legal

representatives (collectively, the "DNLLC Group"), from and against any and all costs, losses, liabilities, damages, lawsuits, judgments, claims, actions, penalties, fines and expenses, including without limitation, interest, penalties, attorneys' fees, and all monies paid to one or more people or entities in the investigation, defense or settlement of any or all of the foregoing ("Claims") made by any third party that arise out of or are incurred in connection with: (i) Owner's performance or failure to perform its obligations hereunder; (ii) Owner's breach of any representation or warranty contained in this Agreement; or (iii) Owner's failure to comply with any applicable law, statute, ordinance, governmental administrative order, rule or regulation. In the event that a Claim is asserted against the DNLLC Group that would give rise to a claim for indemnification under this Section, the DNLLC Group shall provide written notice to Owner within ten (10) days after becoming aware of such Claim. Furthermore, in the event that a Claim is asserted against the DNLLC Group that would give rise to a claim for indemnification under this Section, the DNLLC Group shall be entitled to representation by counsel of its choosing, at Owner's sole cost and expense, and Owner, at its sole cost and expense and upon written notice to DNLLC, may assume the defense of such Claim with counsel selected by Owner in its sole and absolute discretion; provided that, for Claims relating to or arising from DNLLC's third-party contracts, DNLLC's or a third party's intellectual property rights, and/or any law, rule or regulation governing cable operators, Owner shall have no right to assume the defense of such claim and DNLLC shall have the absolute right to select counsel, at Owner's sole cost and expense, in its sole discretion. In the event that Owner assumes the defense of a Claim, the DNLLC Group: (i) shall not compromise the Claim in any way or admit liability without Owner's prior written consent; and (ii) shall reasonably cooperate with Owner in defense of such Claim and shall accept any settlement recommended by Owner so long as (a) the DNLLC Group does not admit any fault or liability under such settlement, and (b) the amount of such settlement is paid by Owner. In the event that Owner does not or is not permitted to assume the defense of a Claim, Owner: (i) shall not compromise the Claim in any way or admit liability without DNLLC's prior written consent; and (ii) shall reasonably cooperate with DNLLC in defense of such Claim and shall accept any settlement recommended by DNLLC so long as (a) Owner does not admit any fault or liability under such settlement, and (b) the amount of such settlement is paid by DNLLC. The provisions of this Section shall survive the expiration

or termination of this Agreement, for whatever reason, indefinitely.

B. DNLLC. DNLLC shall indemnify, defend and hold harmless Owner and Owner's property manager and its and their respective officers, directors, employees, agents, managers and members, and its and their respective assigns, heirs, successors and legal representatives (the "Owner Group") from and against any and all Claims made by any third party that arise out of or are incurred in connection with: (i) DNLLC's performance or failure to perform its obligations hereunder; (ii) DNLLC's breach of any representation or warranty contained in this Agreement; or (iii) DNLLC's failure to comply with any applicable law, statute, ordinance, governmental administrative order, rule or regulation. In the event that a Claim is asserted against the Owner Group that would give rise to a claim for indemnification under this Section, Owner shall provide written notice to DNLLC within ten (10) days after becoming aware of such Claim. Furthermore, in the event that a Claim is asserted against the Owner Group that would give rise to a claim for indemnification under this Section, the Owner Group shall be entitled to representation by counsel of its choosing, at DNLLC's sole cost and expense, and DNLLC, at its sole cost and expense and upon written notice to Owner, may assume the defense of such Claim with counsel selected by DNLLC in its sole and absolute discretion. In the event that DNLLC assumes the defense of a Claim, the Owner Group: (i) shall not compromise the Claim in any way or admit liability without DNLLC's prior written consent; and (ii) shall cooperate with DNLLC in defense of such Claim and shall accept any settlement recommended by DNLLC so long as (a) the Owner Group does not admit any fault or liability under such settlement, and (b) the amount of such settlement is paid by DNLLC. The provisions of this Section shall survive the expiration or termination of this Agreement, for whatever reason, indefinitely.

11. Limitation of Liability. THE PARTIES AGREE THAT, EXCEPT FOR AMOUNTS PAYABLE UNDER SECTION 10 (INDEMNIFICATION) HEREUNDER, NEITHER PARTY OR ITS AFFILIATES SHALL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES OF WHATEVER NATURE, WHETHER FORESEEABLE OR NOT, INCLUDING WITHOUT LIMITATION, ANY PAYMENT FOR LOST BUSINESS, FUTURE PROFITS, OR LOSS OF GOODWILL, WHETHER SUCH LIABILITY IS

ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

FURTHERMORE, THE PARTIES AGREE THAT DNLLC SHALL NOT BE RESPONSIBLE TO OWNER OR ANY THIRD PARTY FOR: (i) THE TEMPORARY OR PERMANENT LOSS, UNAVAILABILITY OR DISCONTINUANCE OF ANY SIGNALS, CHANNELS, PROGRAMMING, INTERNET PRODUCTS OR OTHER SERVICES OR PRODUCTS, INCLUDING WITHOUT LIMITATION, PROGRAMMING BLACKOUT REQUIREMENTS; OR (ii) THE CONTENTS OF THE PROGRAMMING. DNLLC HEREBY DISCLAIMS ANY AND ALL LIABILITY THAT MAY DIRECTLY OR INDIRECTLY RESULT FROM THE EXHIBITION OF THE PROGRAMMING OR THE AVAILABILITY OF THE INTERNET PRODUCTS, INCLUDING WITHOUT LIMITATION, ANY AND ALL CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OF ANY NATURE, WHETHER OR NOT FORESEEABLE, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, SLANDER, INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR ANY OTHER THEORY.

12. **General Provisions.**

A. Notices. All notices that either party is required or may desire to serve upon the other party shall be in writing, signed by the party giving notice and sent by: (i) first class certified mail, postage prepaid; (ii) internationally and commercially recognized overnight delivery service; or (iii) courier, to the following address(es) or such other address(es) as each party may designate to the other at any time and from time to time in accordance with this Section.

Owner: Vanguard Lofts Condominium Association  
c/o First Properties LLC  
760 N. Ogden Avenue, Suite 2200  
Chicago, Illinois 60622

With a copy to: Vincent A. Lavieri  
Gardiner Koch Weisberg & Wrona  
53 W. Jackson Boulevard  
Suite 950  
Chicago, IL 60604

DNLLC: Brian J. Yohn, Vice President  
Commercial Services  
DISH Network L.L.C.  
9601 South Meridian Boulevard  
Englewood, Colorado 80112

With a copy to: R. Stanton Dodge, General Counsel  
DISH Network L.L.C.  
9601 South Meridian Boulevard  
Englewood, Colorado 80112

B. Force Majeure. Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of any of its obligations hereunder due to an act of force majeure, including without limitation, earthquake, flood, fire, storm, natural disaster, technical failure (including without limitation, the failure of all or part of any communications satellite or transponders on which the Services are delivered to Owner or Subscribers, or of related uplinking or other equipment), act of God, act of war, act of terrorism, armed conflict, labor strike, lockout, boycott, or any other reason beyond the reasonable control of the party whose performance is prevented during the period of such occurrence; provided that the party relying upon this Section: (i) has given the other party written notice thereof promptly and in any event within five (5) business days of discovery thereof, and (ii) has taken all reasonable steps necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based. In the event that a force majeure event described in this Section affects one or both parties for a period in excess of thirty (30) consecutive days, either party may immediately terminate this Agreement.

C. Assignment. This Agreement is binding upon the heirs, legal representatives, successors and permitted assigns of DNLLC and Owner. Neither party shall assign this Agreement without the prior written consent of the other party, except that DNLLC may assign this Agreement in whole or in part, at any time and in its sole discretion, without Owner's consent to a person or entity directly or indirectly controlling, controlled by or under common control with DNLLC. The provisions of this Agreement are for the exclusive benefit of the parties hereto, and their affiliates, heirs, legal representatives, successors and permitted assigns, and nothing in this Agreement is intended, or shall be deemed or construed, to confer upon any third party (except as expressly provided for in this Agreement) any rights, benefits, duties, obligations, remedies or



interests of any nature or kind whatsoever under or by reason of this Agreement.

D. Independent Contractors. The relationship of the parties is that of independent contractors. Neither party is an agent, representative, or employee of the other party. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the parties or to impose any partnership obligation or liability upon either party. Each party shall bear its own costs and expenses in performing this Agreement.

E. Governing Law; Venue; Personal Jurisdiction. The relationship between the parties and their present and future affiliates, including without limitation, all disputes, controversies and claims, whether arising in contract, tort, under statute or otherwise, shall be governed by and construed in accordance with the laws of the State of Colorado applicable to contracts to be made and performed entirely within the State of Colorado by residents of the State of Colorado, without giving any effect to its conflict of law principles. In the event that either party chooses to file a lawsuit or pursue an action, such lawsuit or action shall be litigated solely and exclusively before the United States District Court for the Northern District of Illinois or in the Circuit Court of Cook County, Illinois and in no other place. The parties and their present and future affiliates consent to the *in personam* jurisdiction of the United States District Court for the Northern District of Illinois and the appropriate State Court located in the City of Chicago and County of Cook in the State of Illinois and waive, fully and completely, any right to dismiss and/or transfer any action pursuant to Title 28 U.S.C. Section 1404 or 1406 (or any successor statute). In the event that the United States District Court for the Northern District of Illinois does not have subject matter jurisdiction over any such matter, then such matter shall be litigated solely and exclusively before the appropriate state court of competent jurisdiction located in the City of Chicago and County of Cook in the State of Illinois.

F. Attorneys' Fees and Costs. In the event of any suit or action between Owner and any of its affiliates, on the one hand, and DNLLC and any of its affiliates, on the other hand, including without limitation, any suit or action to enforce this Agreement or any provisions hereof, the prevailing party, as such party is determined by the court, shall

be entitled to recover its costs, expenses and reasonable attorneys' fees at trial and on appeal, in addition to and without limitation of all other sums allowed by the law.

G. Amendments. Any amendment or modification of any portion or the entirety of this Agreement requires a writing signed by an authorized officer of the party against whom the amendment or modification is sought to be enforced.

H. Waiver. A waiver of any portion of this Agreement requires a writing signed by an authorized officer of the party against whom the waiver is sought to be enforced. Except as otherwise expressly set forth herein, the failure of a party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or similar nature, nor shall a party's waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. In addition to and without limiting the foregoing, the election of certain remedies by a party with regard to a breach of the other party hereunder shall not be deemed to prejudice any rights or remedies that the non-breaching party shall have at law, in equity, under contract or otherwise with respect to a similar or different breach of default hereunder by the breaching party, all of which are hereby expressly reserved.

I. Headings. The section and paragraph headings appearing in this Agreement are provided only as a matter of convenience and in no way define, govern, limit, modify or construe the scope or extent of the provisions of this Agreement to which they relate. Such headings are not part of this Agreement and shall not be given any legal effect.

J. Severability. The parties agree that each provision of this Agreement shall be construed as separable and divisible from every other provision and that the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision hereof. If any one or more of the provisions contained herein, or the application thereof to any person, entity, or circumstance, for any reason are held invalid, illegal or unenforceable in any respect, then such provision or provisions shall be enforced to the maximum extent permissible, and the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect.

K. Construction and Interpretation. The parties hereby represent, warrant, acknowledge and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement, including without limitation, any amendments hereto.

L. Facsimiles; Counterparts. This Agreement may be executed by facsimile and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

M. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement.

Except as expressly provided herein, neither party shall be bound by any communication between them on the subject matter of this Agreement, unless such communication: (i) is in writing; (ii) bears a date contemporaneous with or subsequent to the Effective Date; and (iii) is signed by both parties to this Agreement. The parties specifically acknowledge that there are no unwritten side agreements or oral agreements between the parties that alter, amend, modify or supplement this Agreement. In addition to and without limitation of any provisions of this Agreement that expressly survive termination or expiration, any provision of this Agreement that logically would be expected to survive termination or expiration shall survive for a reasonable time period under the circumstances.

**EXHIBIT 1**  
**PROPERTY DESCRIPTION**

EXHIBIT "A"Legal Description

ALL THAT PART OF LOTS 20 THROUGH 25, BOTH INCLUSIVE, IN THE SUPERIOR COURT PARTITION OF THE SOUTH HALF OF BLOCK 23 IN THE CANAL TRUSTEES' SUBDIVISION OF THE WEST HALF AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING ABOVE AN ELEVATION OF +28.96 CHICAGO CITY DATUM AND BELOW AN ELEVATION OF +66.20 CHICAGO CITY DATUM.

(ALSO KNOWN AS LOTS 1 & 2 IN HENRY'S SUBDIVISION OF PART OF LOTS 20 THROUGH 25, BOTH INCLUSIVE, IN SUPERIOR COURT PARTITION OF THE SOUTH ½ OF BLOCK 23 OF CANAL TRUSTEES' SUBDIVISION OF THE WEST ½ AND THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ALSO LOTS 2 THRU 8, BOTH INCLUSIVE, IN COUNTY CLERKS DIVISION OF LOTS 23, 24 & 25 IN THE SOUTH ½ OF BLOCK 23 IN THE CANAL TRUSTEES' SUBDIVISION OF THE WEST ½ AND THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ALSO THE SOUTH 100 FEET OF THE EAST 85.45 FEET OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 20 THROUGH 25, BOTH INCLUSIVE, TAKEN AS A TRACT, IN THE SUPERIOR COURT PARTITION OF THE SOUTH ½ OF BLOCK 23 IN THE CANAL TRUSTEES' SUBDIVISION OF THE WEST ½ AND THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ALL LYING ABOVE AN ELEVATION OF +28.96 CHICAGO CITY DATUM AND BELOW AN ELEVATION OF +66.20 CHICAGO CITY DATUM.)

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Declaration

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EXHIBIT "D"LEGAL DESCRIPTION FOR ADDITIONAL PROPERTYPARCEL A:

LOTS 20 THROUGH 25, BOTH INCLUSIVE, IN THE SUPERIOR COURT PARTITION OF THE SOUTH HALF OF BLOCK 23 IN THE CANAL TRUSTEES' SUBDIVISION OF THE WEST HALF AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING FROM THE AFORMENTIONED LOTS THAT PART LYING ABOVE AN ELEVATION OF +28.96 CHICAGO CITY DATUM AND BELOW AN ELEVATION OF +66.20 CHICAGO CITY DATUM. (ALSO KNOWN AS LOTS 1 & 2 IN HENRY'S SUBDIVISION OF PART OF LOTS 20 THROUGH 25, BOTH INCLUSIVE, IN SUPERIOR COURT PARTITION OF THE SOUTH ½ OF BLOCK 23 OF CANAL TRUSTEES' SUBDIVISION OF THE WEST ½ AND THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ALSO LOTS 2 THRU 8, BOTH INCLUSIVE, IN COUNTY CLERKS DIVISION OF LOTS 23, 24 & 25 IN THE SOUTH ½ OF BLOCK 23 IN THE CANAL TRUSTEES' SUBDIVISION OF THE WEST ½ AND THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ALSO THE SOUTH 100 FEET OF THE EAST 85.45 FEET OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 20 THROUGH 25, BOTH INCLUSIVE, TAKEN AS A TRACT, IN THE SUPERIOR COURT PARTITION OF THE SOUTH ½ OF BLOCK 23 IN THE CANAL TRUSTEES' SUBDIVISION OF THE WEST ½ AND THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART LYING ABOVE AN ELEVATION OF +28.96 CHICAGO CITY DATUM AND BELOW AN ELEVATION OF +66.20 CHICAGO CITY DATUM.)

PARCEL B:

LOT 25 AND THE WEST 18 FEET OF LOT 24 AND THE WEST 53 FEET OF LOTS 26 AND 27 IN S.L. BROWN'S SUBDIVISION OF THE NORTH HALF OF BLOCK 23 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST HALF AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL C:

THE WEST 53 FEET OF THAT PART OF THE EAST WEST 12 FOOT PUBLIC ALLEY HERETOFORE VACATED BY ORDINANCE OF THE CITY OF CHICAGO DATED JULY 19, 1989 AND RECORDED OCTOBER 13, 1989 AS DOCUMENT NUMBER 89487414, LYING SOUTH OF THE SOUTH LINE OF LOTS 21 TO 25, BOTH INCLUSIVE, LYING NORTH OF THE NORTH LINE OF LOT 26 AND THE EASTWARDLY EXTENSION OF THE NORTH LINE OF LOT 26, LYING WEST OF THE WEST LINE OF LOT 20 AND LYING EAST OF A LINE DRAWN FROM THE

SOUTHWEST CORNER OF LOT 25 TO THE NORTHWEST CORNER OF LOT 26,  
ALL IN S.L. BROWN'S SUBDIVISION OF THE NORTH HALF OF BLOCK 23 IN  
CANAL TRUSTEE'S SUBDIVISION OF THE WEST HALF AND THE WEST HALF OF  
THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT "A"

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ADDED PROPERTY

ALL THAT PART OF LOTS 20 THROUGH 25, BOTH INCLUSIVE, IN THE SUPERIOR COURT PARTITION OF THE SOUTH HALF OF BLOCK 23 IN THE CANAL TRUSTEE'S SUBDIVISION OF THE WEST HALF AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING ABOVE AN ELEVATION OF +39.70 CHICAGO CITY DATUM AND BELOW AN ELEVATION OF +78.63 CHICAGO CITY DATUM.

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1st Amendment

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EXHIBIT "D"LEGAL DESCRIPTION FOR ADDITIONAL PROPERTY

LOTS 20 THROUGH 25, BOTH INCLUSIVE, IN THE SUPERIOR COURT PARTITION OF THE SOUTH HALF OF BLOCK 23 IN THE CANAL TRUSTEE'S SUBDIVISION OF THE WEST HALF AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING FROM THE AFORMENTIONED LOTS THAT PART LYING ABOVE AN ELEVATION OF +39.70 CHICAGO CITY DATUM AND BELOW AN ELEVATION OF +78.63 CHICAGO CITY DATUM.

ALSO LOT 25 AND THE WEST 18 FEET OF LOT 24 AND THE WEST 53 FEET OF LOTS 26 AND 27 IN S.L. BROWN'S SUBDIVISION OF THE NORTH HALF OF BLOCK 23 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST HALF AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO THE WEST 53 FEET OF THAT PART OF THE EAST WEST 12 FOOT PUBLIC ALLEY HERETOFORE VACATED BY ORDINANCE OF THE CITY OF CHICAGO DATED JULY 19, 1989 AND RECORDED OCTOBER 13, 1989 AS DOCUMENT NUMBER 89487414, LYING SOUTH OF THE SOUTH LINE OF LOTS 21 TO 25, BOTH INCLUSIVE, LYING NORTH OF THE NORTH LINE OF LOT 26 AND THE EASTWARDLY EXTENSION OF THE NORTH LINE OF LOT 26, LYING WEST OF THE WEST LINE OF LOT 20 AND LYING EAST OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 25 TO THE NORTHWEST CORNER OF LOT 26, ALL IN S.L. BROWN'S SUBDIVISION OF THE NORTH HALF OF BLOCK 23 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST HALF AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT "A"

ADDED PROPERTY

ALL THAT PART OF LOTS 20 THROUGH 25, BOTH INCLUSIVE, IN THE SUPERIOR COURT PARTITION OF THE SOUTH HALF OF BLOCK 23 IN THE CANAL TRUSTEE'S SUBDIVISION OF THE WEST HALF AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING ABOVE AN ELEVATION OF +28.84 CHICAGO CITY DATUM.

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EXHIBIT "D"

LEGAL DESCRIPTION FOR ADDITIONAL PROPERTY

LOTS 20 THROUGH 25, BOTH INCLUSIVE, IN THE SUPERIOR COURT PARTITION OF THE SOUTH HALF OF BLOCK 23 IN THE CANAL TRUSTEE'S SUBDIVISION OF THE WEST HALF AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING FROM THE AFORMENTIONED LOTS THAT PART LYING ABOVE AN ELEVATION OF +28.96 CHICAGO CITY DATUM.

ALSO:

LOT 25 AND THE WEST 18 FEET OF LOT 24 AND THE WEST 53 FEET OF LOTS 26 AND 27 IN S.L. BROWN'S SUBDIVISION OF THE NORTH HALF OF BLOCK 23 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST HALF AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO:

THE WEST 53 FEET OF THAT PART OF THE EAST WEST 12 FOOT PUBLIC ALLEY HERETOFORE VACATED BY ORDINANCE OF THE CITY OF CHICAGO DATED JULY 19, 1989 AND RECORDED OCTOBER 13, 1989 AS DOCUMENT NUMBER 89487414, LYING SOUTH OF THE SOUTH LINE OF LOTS 21 TO 25, BOTH INCLUSIVE, LYING NORTH OF THE NORTH LINE OF LOT 26 AND THE EASTWARDLY EXTENSION OF THE NORTH LINE OF LOT 26, LYING WEST OF THE WEST LINE OF LOT 20 AND LYING EAST OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 25 TO THE NORTHWEST CORNER OF LOT 26, ALL IN S.L. BROWN'S SUBDIVISION OF THE NORTH HALF OF BLOCK 23 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST HALF AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT "A"

ADDED PROPERTY

ALL OF LOTS 20 THROUGH 25, BOTH INCLUSIVE, IN THE SUPERIOR COURT PARTITION OF THE SOUTH HALF OF BLOCK 23 IN THE CANAL TRUSTEE'S SUBDIVISION OF THE WEST HALF AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT "D"

LEGAL DESCRIPTION FOR ADDITIONAL PROPERTY

LOT 25 AND THE WEST 18 FEET OF LOT 24 AND THE WEST 53 FEET OF LOTS 26 AND 27 IN S.L. BROWN'S SUBDIVISION OF THE NORTH HALF OF BLOCK 23 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST HALF AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO THE WEST 53 FEET OF THAT PART OF THE EAST WEST 12 FOOT PUBLIC ALLEY HERETOFORE VACATED BY ORDINANCE OF THE CITY OF CHICAGO DATED JULY 19, 1989 AND RECORDED OCTOBER 13, 1989 AS DOCUMENT NUMBER 89487414, LYING SOUTH OF THE SOUTH LINE OF LOTS 21 TO 25, BOTH INCLUSIVE, LYING NORTH OF THE NORTH LINE OF LOT 26 AND THE EASTWARDLY EXTENSION OF THE NORTH LINE OF LOT 26, LYING WEST OF THE WEST LINE OF LOT 20 AND LYING EAST OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 25 TO THE NORTHWEST CORNER OF LOT 26, ALL IN S.L. BROWN'S SUBDIVISION OF THE NORTH HALF OF BLOCK 23 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST HALF AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

17- 17- 117-032

EXHIBIT ATTACHED

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EXHIBIT ALEGAL DESCRIPTION FOR New Submission of Property and for Creation of Parking Spaces P1 thru P101 and P103 thru 105 and P107PARCELB:

LOT 25 AND THE WEST 18 FEET OF LOT 24 AND THE WEST 53 FEET OF LOTS 23 AND 27 IN S.L. BROWN'S SUBDIVISION OF THE NORTH HALF OF BLOCK 23 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST HALF AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCELC:

THE WEST 53 FEET OF THAT PART OF THE EAST WEST 12 FOOT PUBLIC ALLEY HERETOFORE VACATED BY ORDINANCE OF THE CITY OF CHICAGO DATED JULY 19, 1989 AND RECORDED OCTOBER 13, 1989 AS DOCUMENT NUMBER 89487414, LYING SOUTH OF THE SOUTH LINE OF LOTS 21 TO 25, BOTH INCLUSIVE, LYING NORTH OF THE NORTH LINE OF LOT 26 AND THE EASTWARDLY EXTENSION OF THE NORTH LINE OF LOT 26, LYING WEST OF THE WEST LINE OF LOT 20 AND LYING EAST OF A LINE DRAWN FROM THE

SOUTHWEST CORNER OF LOT 25 TO THE NORTHWEST CORNER OF LOT 26, ALL IN S.L. BROWN'S SUBDIVISION OF THE NORTH HALF OF BLOCK 23 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST HALF AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

All of 17-17-117-032-0000

4th Amend.

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PARCEL 1: UNITS 1A, 1B, 1C, 109 THRU 115, 201 THRU 215, 301 THRU 315, 401 THRU 415, 501 THRU 515, 601 THRU 615, 701 THRU 715 AND P1 THRU P27, P35 THRU P101, P103 THRU P105 & P107 IN THE VANGUARD LOFT CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:  
CERTAIN PARTS OF BLOCK 23 IN THE CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN.  
WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 99527499, AND AS AMENDED, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS, USE, MAINTENANCE, UTILITIES AND ENJOYMENT AS SET FORTH IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 99527498.

Parts of 17-17-117-014-0000

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