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Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 08/28/2014 02:14 PM Pg: 1 of 19

### RECORDING RECORDED BY AND WHEN RECORDED MAIL TO:

Deborah A. Franzblau, Es4. Blank Rome LLP 405 Lexington Avenue, 23<sup>rd</sup> Flcor New York, New York 10174 Loan No. 420106394

(Space Above For Recorder's Use)

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

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### **UNOFFICIAL COPY**

Loan Number 420106394

### SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made and entered into as of August 27, 2014 by and among SHORELAND MASTER TENANT, LLC, a Delaware limited liability company ("Lessee"); 5454 S. SHORE DRIVE, LLC, a Delaware limited liability company ("Owner"); SHORELAND SUBTENANT, LLC, a Delaware limited liability company ("Sublessee") WELLS FARGO BANK, NATIONAL ASSOCIATION (together with any permitted successors or assigns, the "Lender"); and CHEVRON U.S.A. INC., a Pennsylvania corporation ("Investor").

#### **RECITALS**

WHEREAS, Owner is the owner of a building located in Chicago, Illinois and commonly known as the Shoreland Hotel Building (the "Building"), which Owner has rehabilitated; and

WHEREAS, Owner is the owner of the certain tract(s) of land upon which the Building is located, together with certain other raprovements and all appurtenances, easements, rights of way and other rights belonging to or unany way pertaining thereto or to the Building, more particularly described on Exhibit A attached hereto (collectively, the "Land" and, together with the Building, the "Property"); and

WHEREAS, Owner rehabilitated the Building in a manner that qualified for the historic rehabilitation tax credit allowed for qualified rehabilitation expenditures incurred in connection with the "certified rehabilitation" of a "certified historic structure" (the "Historic Tax Credit") pursuant to Section 47 of the Internal Revenue Code of 1986 as mended from time to time, or any corresponding provision or provisions of prior or succeeding law (the "Code"); and

WHEREAS, Lessee was formed to lease the Property including the rehabilitated Building from Owner pursuant to the terms of that certain Lease dated as July 9, 2012 between Owner, as landlord, and Lessee, as lessee (the "Lease"); and

WHEREAS, pursuant to that certain Amended and Restated Operating 'greement of Lessee dated as of the October 4, 2013 (the "Lessee's Operating Agreement"), Investor acquired a 99.99% interest in Lessee and has made and will make a substantial investment therein; and

WHEREAS, Owner and Lessee previously executed that certain Amended and Restated HTC Pass-Through Agreement (the "Pass-Through Agreement") dated October 4, 2013 pursuant to which Owner elected under Section 50 of the Code to pass-through to Lessee the Historic Tax Credit to which Owner was otherwise entitled as a result of the rehabilitation of the Building; and

WHEREAS, Sublessee is subleasing the Property including the rehabilitated building from Lessee pursuant to a Master Sublease dated as of July 9, 2012 between Lessee, as sublandlord, and Sublessee, as subtenant (the "Sublease"); and

WHEREAS, Lender is the lender under that certain Loan Agreement of even date by

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and between Lender, as lender and Owner and Subtenant, as borrower relating to a loan by Lender to Owner (as the same may be extended, modified or renewed, the "Mortgage Loan"), which Mortgage Loan is secured by a first lien fee and leasehold mortgage or deed of trust on the Property (the "Mortgage") and other related security documents and financing statements given by Owner, Subtenant and any other guarantors of the Loan in favor of Lender (collectively, the "Mortgage Loan Documents"); and

WHEREAS, the Mortgage Loan Documents require that Lender consent to any lease of the Proper y; and

WFCREAS, Investor has required that Lender provide certain assurances as to non-disturbance of Lossee's rights under the Lease.

NOW, TREPEFORE, in consideration of the forgoing, of mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Lender hereby agrees as follows:

1. <u>Defined Terms</u>. Capitalized terms used herein and not otherwise defined shall have the meanings set for him the Lease. In addition to the defined terms set forth in the Recitals to this Agreement, the following defined terms used herein shall have the meanings specified below:

### "Disqualified Transferee" means any of the following:

- (a) a tax exempt organization described in Section 50(b)(3) of the Code unless the property is used by such organization prodominantly in an unrelated trade or business the income of which is subject to tax under Section 511 of the Code;
- (b) the United States, any State or political subdivision thereof, any possession of the United States, or any agency or instrumentality of any of the foregoing;
- (c) a foreign person or entity (as defined in Section 168(h)(2)(C) of the Code) unless more than 50 percent of the gross income derived by the foreign person or entity is subject to U.S. tax or included under Section 951 of the Code in the gross income of a United States shareholder for the taxable year with or within which ends the taxable year of the controlled foreign corporation in which such income was derived,
- (d) a mutual savings bank, cooperative bank, or domestic building and loan association to which Section 593 of the Code applies;
- (e) a regulated investment company or real estate investment trust subject to taxation under subchapter M, Chapter 1 of the Code (but not including a "taxable REIT subsidiary," as defined in Section 856(1) of the Code;
  - (f) a cooperative organization described in Section 1381(a) of the Code; or
- (g) a partnership or other pass-through entity in which any Disqualified Transferee described in subparts (a) through (f), above, owns a direct or indirect partner or member interest.

"Recapture Period" means the period commencing on July 9, 2012 and ending on the next business day following the fifth (5th) anniversary of the date on which the last "qualified rehabilitation expenditure" as defined in Section 47(c)(3) of the Code with respect to the

Property is first placed in service.

"Transfer" means (a) the institution of any foreclosure, trustee's sale or other like proceeding, (b) the appointment of a receiver for Owner or the Property, (c) the exercise of rights to collect rents under the Mortgage Loan Documents or an assignment of rents, (d) the recording by Lender or its successor or assignee of a deed in lieu of foreclosure for the Property, (e) any transfer or abandonment of possession of the Property to Lender or its successor or assigns, or any other person or entity, including, but not limited to, transfers or abandonments of possession in connection with any proceedings affecting Owner under the Bankruptcy Code, 11 U.S.C. §101 et seq., or (f) taking direct or indirect ownership of any member interest ("Ownership Interest") in the Owner

"Transferee" means Lender, its successors and assigns, any designee of Lender or any other party taking title to the Property or an Ownership Interest in connection with or following a Transfer.

- 2. <u>Lender Consent.</u> Lender hereby consents to the Lease and agrees that the execution and delivery thereof by Owner and/or the Lessee, as the case may be, shall not constitute a default under the Mortgi ge Loan.
- 3. <u>Subordination</u>. So long as Lender complies with the provisions of this Agreement, the Mortgage (as the same may be extended, modified or renewed) is and shall unconditionally be and remain at all times a lien or charge upon the Property prior and superior to the Lease and all rights and privileges of Lessee thereunder, or any subtenant thereunder (including but not limited to, Sublessee pursuant to the Sublease), and the Lease, and all rights and privileges of Lessee or any subtenant (including, but not limited to, Sublessee pursuant to the Sublease) are hereby unconditionally subjected and made subordinate to the lien or charge of the Mortgage.
  - 4. Lender's Exercise of Remedies: Non-Disturdance.
    - During the Recapture Period, Lender ruy not (i) take any action to effect a termination of the Lease or otherwise distur's Tenant's possession under the Lease or (ii) if Lender acquires the Property via foreclesure or deed in lieu, Transfer the Property to a Disqualified Transferee, unless the Lessee is in default (beyond any applicable grace and cure periods) under the Lease (such default being hereinafter referred to as a "Lease Default"). If the Lessee is in Case Default under the Lease, Lender may take action to effect a termination of the Lease by first giving written notice to Investor of its intention to terminate the Lease. Investor will have a reasonable time, not to exceed thirty (30) days from the date of Investor's receipt of such written notice, to cause Lessee to cure the Lease Default pursuant to the terms of Section 6(b), and immediately upon such cure, the Lessee is entitled to non-disturbance of the Lease provided in this Section 4(a). The parties acknowledge that the Owner has recorded a Declaration of Restrictive Covenants restricting the ability to transfer the Property to Disqualified Transferees, and that such Declaration has priority over the Lender's Mortgage.
    - (b) Nothing in the Mortgage Loan Documents or any replacement documents with any Transferee will preclude Investor's right to collect the Priority Return and the Asset Management Fee (as such terms are defined in the Lessee's

Operating Agreement) from Lessee, Shoreland MT Manager, LLC (in such capacity, together with its successors and assigns, the "Lessee's Managing Member") and/or any guarantor of such obligations to Investor. However, at any time during a Lease Default, no distributions of cash flow may be made to any member of Lessee under Lessee's Operating Agreement and Lessee shall pay to Owner or Transferee, as applicable, all amounts of cash flow available from any source after the payment of reasonable and necessary operating expenses. Such amounts paid will be applied to Lessee's obligations under the Lease to pay rent, additional rent or any other amounts due under the Lease with any unsatisfied obligations accruing until Lessee has cash flow available to pay all such amounts due, but in no event shall such accrual be construed as a cure of the Lease Default.

- No event of default under the Mortgage Loan Documents or any replacement documents with any Transferee will result from (i) the exercise of the "Put Option" or the "Call Option" is described in the Amended and Restated Purchase Agreement dated as of October 4, 2013 between Investor and Lessee's Managing Member (the "Purchase Agreement"), (ii) any assignment of the Investor's Membership interest in the Lessee or (iii) the removal of the Lessee's Managing Member by Investor pursuant to the Lessee's Operating Agreement, provided that Investor complies with the remainder of this Section 4(c). Any replacement to Lessee's Managing Member selected by Investor (without requiring the consent of Lender) shall either be an affiliate of Investor or a third party reasonably (cceptable to Lender. Such acceptance by Lender shall be confirmed in writing and shall not be unreasonably withheld, conditioned or delayed. If Lerder desires to select a new replacement Managing Member pursuant to the Lender's MM Pledge (defined below), such selection shall supersede any selection of a replacement Managing Member of Investor Member. Investor agrees to provide to Lender a copy of any removal notice delivered by Investor under Section 8 of the Lessee's Operating Agreement, and any information related to the proposed replacement party's financial condition, experience and/or corporate structure reason oly requested by Lender to assess the replacement party's acceptability. Investor shall use commercially reasonable efforts to cause any replacement for Lessee's Managing Member selected by Investor to operate the Property in accordance with the standards for operation of the Property set forth in the Lessee's Operating Agreement. Lender agrees to provide to Investor a copy of any default notice delivered by 1 ender under that certain Pledge and Security Agreement (Master Tenant's Membership Agreement) of even date hereof ("Lender's MM Pledge") from Lessee's Managing Member. Lender shall use commercially reasonable efforts to cause any replacement for Lessee's Managing Member selected by Lender to operate the Property in accordance with the standards for operating of the Property set forth in the Lessee's Operating Agreement. No replacement managing member, shall be a Disqualified Transferee.
  - (d) Neither Lender, Owner nor any Transferee shall take any action, authorize or consent to any action or otherwise permit any physical alterations to Property that might reasonably impact the status of the Building as a certified historic structure or that violate or conflict with the Part 2 approval. Such alterations include, but are not limited to (a) alteration of the façade of the

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Building including the alteration, repair or replacement of window and door elements, (b) construction of a new building addition which overshadows the historic structure, or (c) the demolition or destruction of any portion of the Building.

(e) The provisions of this Agreement binding on Lender shall also be binding on any Transferee.

#### 5. Attornment.

- Lessee shall attorn to any Transferee, including Lender if Lender becomes a Transferee, as the landlord under the Lease, provided such Transfer complies with the provisions of this Agreement. Said attornment is subject to the Excitation of Transferee's obligations set forth in Section 5(b) below and shall be effective and self-operative without the execution of any further instruments upon fransferee succeeding to the interest of the landlord under the Lease. Within ten (10) days after receipt of a written request therefor from a Transferee, Lessee agrees to provide such Transferee with a written confirmation of its attornment and any other matter set forth in this Agreement.
- Upon a Transfer of the Property to a Transferee, which Transfer complies (b) with the provisions of this Agreement, the Lease will be recognized as a direct lease from Transferee to lessee upon such Transfer for the balance of the term thereof. In the event that the Lease is recognized as a direct lease from a Transferee as aforesaid, then the liability of a Transferee under the Lease shall exist only so long as such Transferee is the owner of the Property, and such liability shall not continue or survive with respect to citims accruing after further transfer of ownership. A Transferee shall not be. (i) liable for any act or omission of any prior landlord (including Owner), (ii) subject to any offsets or counterclaims which Lessee may have against a prior landlord (including Owner), unless expressly provided for herein, (iii) bound by any propayment of Base Rent which Lessee may have made in excess of the amounts then up, for the next succeeding month, unless specifically approved in writing by Lender, or be liable or responsible for any security deposit or other sums which Lessee may have paid under the Lease unless such deposit or other sums have been rays cally delivered to Transferee, (iv) bound by any notices given by Lessee to Owner of which it did not also receive notice, (v) required after a fire, casualty or condemnation of the Property to repair or rebuild the same to the extent that such repair or rebuilding requires funds in excess of the insurance or condemnation proceeds specifically allocable to the Property and arising out of such fire, casualty or condemnation which have actually been received by a Transferee, and then only to the extent required by the terms of the Lease, (vi) bound by any modification to the Lease made without Lender's consent, or (vii) required to undertake or complete any of Landlord's Work.

### 6. Notice and Cure Rights.

(a) Lessee and Owner each agrees, simultaneously with the giving of any notice under the Lease, to give a duplicate copy thereof to Lender. Should either Owner or Lessee default in respect of any of the provisions of the Lease, Lender shall have the right, but not the obligation, to cure such default, and either Lessee

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or Owner, as the case may be, shall accept performance by or on behalf of Lender as though, and with the same effect as if, it had been done or performed by the defaulting party. The Lender will have thirty (30) days after the service of such notice upon it within which to cure the default specified in such notice, or cause it to be cured.

notice with respect to the Mortgage Loan, to give a duplicate copy thereof to Lessee and to Investor. Should (i) Owner default in respect of any of the provisions of the Mortgage Loan or (ii) Owner or Lessee default in respect of any of the provisions of the Lease, Investor shall have the right, but not the obligation, to cure such default or cause it to be cured, and Lender and Owner, as the case may be, shall accept performance by or on behalf of Investor as though, and with the same effect as if, it had been done or performed by Owner or Lessee, as the case may be. Lessee and Investor each will have thirty (30) days (coterminously) after the service of such notice upon it within which to cure or cause to be cured the default specified in such notice, or cause it to be cured.

#### 7. Miscellaneous.

- This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, their successors and assigns (including all Transferees); provided, however, that in the event of the assignment or transfer of the interest of a Transferee, all obligations and liabilities of such Transferee under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom the Transferee's interest is assigned or transferred; and provided further that the interest of Lessee under this Agreement may not be assigned or transferred except to the extent the assignment of Lessee's interest in the Lease is permitted under the Lease.
- (b) This Agreement is the whole and only agreement among the parties hereto with regard to the subordination of the Lease to the lien or charge of the Mortgage, and shall supersede and cancel all other subjection or subordination agreements, including, but not limited to, those provisions, if any, contained in the Lease that provide for the subjection or subordination of said Lease to a deed of trust or to a mortgage or mortgages, or other similar mortgage loan documents. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto.
- (c) This Agreement shall be governed by, construed, applied and enforced in accordance with the laws the State of Illinois. The invalidity, legality or enforceability of any provision of this Agreement shall not affect or impair the validity, legality or enforceability of the remainder of this Agreement, and to this end, the provisions of this Agreement are declared to be severable.
- (d) In the event any legal action or proceeding is commenced to interpret or enforce the terms of or obligations arising out of, this Agreement, or to recover damages for the breach thereof, the party prevailing in any such action or proceeding shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, costs and expenses incurred by the prevailing party.

- Neither the Lease nor the Lessee's Operating Agreement may be (e) modified or amended, nor shall the Lease be canceled or surrendered, without the consent, in each instance, of Lender.
- Any notices required hereunder will be in writing and will be either (f) given by U.S. registered or certified mail, return receipt requested, with postage prepaid (except in the event of a postal disruption, by strike or otherwise, in the United States), or sent by telex or facsimile promptly confirmed in writing, or sent by personal delivery by a nationally recognized courier service for next day delivery. The current addresses and facsimile numbers of the parties to which any notice provided for herein shall be sent, are as follows:

### it to Owner:

5454 S. Shore Drive, LLC 40 No.th Dean Street, 2nd Floor

Jorth glewood tention: David cacsimile: 201-4/8-75.

With a copy to:

Faegre Baker Daniels LLP
111 East Wayne Street
Suite 800

Wayne, IN 46802

David J. Kuker

10-460-1700

Faegre Baker Daniels LLP 111 East Wayne Street Suite 800 Fort Wayne, IN 46802 Attention: David J. Kuker Facsimile: 260-460-1700

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#### If to Sublessee:

Shoreland Subtenant, LLC 40 North Dean Street, 2nd Floor Englewood, NJ 07631 Attention: David Gefsky Facsimile: 201-408-7393

With a copy to:

Paegre Baker Daniels LLP 11 East Wayne Street Suite 629 Fort V/ayne, IN 46802 Attention: David J. Kuker Facsimile: 265-460-1700

#### If to Investor:

Chevron U.S.A. Inc. 345 California Street, 30<sup>th</sup> Floor San Francisco, CA 94104 Attention: Richard Sheehy Facsimile: (415) 733-4591

### With a copy to:

Holland & Knight LLP 10 St. James Avenue Boston, MA 02116 Attention: Harry Dannenberg, Esq. Facsimile: (617) 523-6850

#### If to Lender:

County Clark's Office Wells Fargo Bank, National Association c/o Wells Fargo Center 1901 Harrison Street, 2<sup>nd</sup> Floor MAC A0227-020 Oakland, California 94612 Facsimile: (510) 446-3046 Loan No. 420106394

#### With a copy to:

Wells Fargo Bank, National Association 150 West 42<sup>nd</sup> Street, 36<sup>th</sup> Floor New York, New York 10017 Facsimile: (917) 260-1274

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Loan No. 420106394

With a copy to:

Blank Rome LLP 405 Lexington Avenue New York, New York 10174 Attn: Deborah A. Franzblau, Esq.

Facsimile: (917) 332-3074

Any party may designate another addressee (and/or change its address or telecopy number) for notices her under by a notice given pursuant to this Section 7(f). Notices delivered personally or by facsimile will be effective upon delivery to an authorized representative of the party at the designated address, notices sent by mail in accordance with the above paragraph will be effective upon execution by the addressee of the return receipt requested.

- (g) Investor has reviewed Lender's MM Pledge and consents to the terms therein.
- (h) This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties have hereunto set their signatures and seals to this Subordination, Non-Disturbance and Attornment Agreement as of the date first above written.

OWNER:

5454 S. SHORE DRIVE, LLC, a

Delaware limited liability company

AL-5454 S. SHORE DRIVE, LLC, a

Delaware limited liability company,

its Manager

David Gefsky

Title:

Vice President

LESSEE:

SHORELAND MASTER TENANT, LLC, a

Delaware limited liabili v company

By:

SHORELAND MT MANAGER, LLC, a

Delaware limited liability company,

its Managing Member

Name:

David Gefsky

Title:

Vice President

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By: LY.
Delaw.
its Sole N.

By: LYRIC.
Delaware 1.
its General Pa.

By: Manne: David Gefsky
Title: Vice President

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LENDER:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a

national banking association

Property of Cook County Clerk's Office By: \_\_\_\_\_\_\_ Name: Christian Adrian

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INVESTOR:

CHEVRON U.S.A. INC., a

Pennsylvania corporation

Name: Amanda Soskin

Property of Cook County Clark's Office

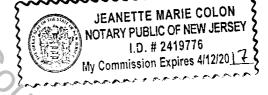
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STATE OF NEW JERSEY	) ) ss
COUNTY OF BERGEN	)

In said county and state, on this 22 day of August, 2014, before me personally appeared the above-named DAVID GEFSKY, VICE PRESIDENT of AL-5454 S. SHORE DRIVE, LLC, a Delaware limited liability company, the MANAGER of 5454 S. SHORE DRIVE, LLC, a Delaware limited liability company, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed as VICE PRESYNEAT and the free act and deed of said limited liability companies.

My Commission Expires: 4/12/2017



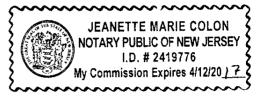
STATE OF NEW JERSEY

COUNTY OF BERGEN

In said county and state, on this 22 day of Aug ist, 2014, before me personally appeared the above-named DAVID GEFSKY, VICE PRESIDENT of SHORELAND MT MANAGER, LLC, a Delaware limited liability company, MANAGING MEMBER of SHORELAND MASTER TENANT, LLC, a Delaware limited liability company, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed as VICE PRESIDENT and the free act and deed of said limited liability companies.

Notary Public Transte Marre Colon

My Commission Expires: 4/12/2017



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## **UNOFFICIAL COPY**

STATE OF NEW JERSEY	) ) ss
COUNTY OF BERGEN	)

In said county and state, on this <u>72</u> day of August, 2014, before me personally appeared the above-named **DAVID GEFSKY**, **VICE PRESIDENT** of **LYRICAL-ANTHEUS GP II**, **LLC**, a Delaware limited liability company, the **GENERAL PART'. EV.** of **LYRICAL-ANTHEUS REALTY PARTNERS II**, **L.P.**, a Delaware limited partnership, **SOLE MEMBER** of **SHORELAND SUBTENANT**, **LLC**, a Delaware limited liability company, as aforesaid, and acknowledged the foregoing instrument to be 'sis free act and deed as **VICE PRESIDENT** and the free act and deed of said limited liability or panies.

Notary Public Jeanethe Marie Colon

My Commission Expires: 4/12/2017

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STATE OF NEW YORK ) : ss.:	
COUNTY OF NEW YORK )	
On August 2014, before CHRISTIAN ADRIAN, personally satisfactory evidence) to be the individual on the instrument, the individual, or executed the same instrument.  Signature and Office a undividual taking acknowledgment	me, the undersigned Notary Public, personally appeared known to me (or proved to me on the basis of dual whose name is subscribed to the within instrument cuted the same in his capacity, and that by his signature the person upon behalf of which the individual acted,  OCEDAN  Accounty  Accounty
	Yis.

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STATE OF CALIFORNIA	) ) ss.:
COUNTY OF SAN FRANCISCO	)
to be the person whose name is subsc	Notary Public, personally no proved to me on the basis of satisfactory evidence cribed to the within instrument and acknowledged to me authorized capacity, and that by her signature on the upon behalf of which the person acted, executed the
Logrify under PENALTY OF PER	JURY under the laws of the State of California that
the foregoing paragraph is true and	correct.
	WITNESS my hand and official seal.
HIDW ANN LECTAL	Committee Company
JUDY ANN LEFFALL Commission # 1923758 Notary Public - California San Francisco County My Comm. Expires Feb 26, 2015	t County Clark's Office
	Co

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#### Exhibit A

ESTATE 1: FEE SIMPLE TITLE AS TO THE HEREAFTER DESCRIBED LAND.

ESTATE 2: SUBLEASEHOLD ESTATE DESCRIBED AS FOLLOWS AS TO THE HEREAFTER DESCRIBED LAND.

SUBLEASEHOLD ESTATE AS CREATED BY THE MASTER SUBLEASE MADE BY AND RETWEEN SHORELAND MASTER TENANT, LLC, AS SUBLESSOR, AND SHORFLAND SUBTENANT, LLC, AS SUBLESSEE, DATED JULY 9, 2012, A MEMORANDUM OF WHICH WAS RECORDED JULY 10, 2012 AS DOCUMENT NO. 1219218105, WHICH SUBLEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR TERM OF YEARS:

THE LAND

THE NORTH 355 FEET 9 1/8 NCHES OF THE EAST 198 FEET OF THAT CERTAIN TRACT OF LAND DESCRIBED AS FOLLOWS:

ORIGINAL BLOCK 4 IN EAST END SUBDIVISION, OF PARTS OF SECTIONS 12 AND 13, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1887 AS DOCUMENT NUMBER 882986, TOGETHER WITH THE LAND EAST OF AND ADJOINING SAID BLOCK 4 AND WEST OF LINE ESTABLISHED BY DECREE OF CIRCUIT COURT OF COOK COUNTY, I'LLINOIS, ENTERED JANUARY 04, 1913 IN CASE NUMBER 317599 AND BETWEEN NORTH AND SOUTH LINES OF SAID BLOCK 4 EXTENDED EASTERLY TO SAID ESTAPLISHED LINE IN COOK COUNTY, ILLINOIS.

COUNTY, ILLINOIS.

20-12-114-035

5454 5. Shore Drive, Chicago, 11 060615