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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/06/2015 03:53 PM Pg: 1 of 15

Kimpton Hotel & Restaurant Group, LLC
222 Kearny Street, 2nd Floor
San Francisco, California 94108
Attn: General Counsel

8977930, -1, -2 CT 7 of 7 NWC

CONSENT, SUBORDINATION,
NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS CONSENT, SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made as of the 2nd day of July, 2015, by and among U.S. BANK NATIONAL ASSOCIATION, a national banking association ("Lender"), 39 MASTER TENANT LLC, a Delaware limited liability company ("Master Tenant"), and KIMPTON HOTEL & RESTAURANT GROUP, LLC, a Delaware limited liability company ("Operator").

A. Pursuant to that certain Ground Lease Assignment, dated January 9, 2014, 2014 and recorded in the Cook County, Illinois Recorder of Deeds on January 10, 2014, under Document Number 1401022121, ROC II IL LaSalle LLC, a Delaware limited liability company ("Original Lessee"), assigned its rights, title and interest in that certain Ground Lease, dated as of January 9, 2014, by and between The University of Chicago, an Illinois not-for-profit, as lessor, and Original Lessee, as lessee (the "Ground Lease"), to KHP II 39 Chicago LLC, a Delaware limited liability company ("Ground Lessee").

B. Pursuant to that certain Deed dated January 9, 2014 and recorded on January 10, 2014 in Cook County as Document No. 1401022122, Original Lessee transferred to Ground Lessee, and Ground Lessee acquired ownership of, the improvements located at 39 South LaSalle Street, Chicago, Illinois (the "Project"). The Project is more particularly described in Exhibit A attached hereto.

C. Pursuant to that certain Ground Sublease, dated as of the date hereof (the "Ground Sublease"), Ground Lessee subleased to 39 Chicago Building LLC, a Delaware limited liability company ("Borrower") its interest in the Project, and pursuant to that certain Master Lease, dated as of the date hereof (the "Master Lease" and, together with the Ground Sublease, the "Leases"), Borrower will sub-sublease the Project to Master Tenant.

D. Master Tenant and Operator are parties to that certain Hotel Operating Agreement, dated as of September 15, 2014 (the "Operating Agreement"), pursuant to which Operator manages the Project. Any capitalized term used in this Agreement and not otherwise defined herein shall have the meaning given to such term in the Operating Agreement.

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E. Concurrently herewith, Borrower and Lender are entering into that certain Loan Agreement dated as of even date herewith (as the same may be modified, the "Loan Agreement"), pursuant to which Lender has agreed, subject to the terms and conditions thereof, to make a loan to Borrower in the principal amount of Sixty Six Million Five Hundred Thousand and No/100 Dollars (\$66,500,000.00) (as modified or renewed, the "Loan").

F. The Loan is secured by, among other things, (i) that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing of even date herewith executed by Borrower, as trustor, in favor of Lender, as beneficiary (as it may be modified, the "Borrower Mortgage"), and (ii) that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing of even date herewith executed by Ground Lessee, as trustor, in favor of Lender, as beneficiary (as it may be modified, the "Ground Lessee Mortgage" and, together with the Borrower Mortgage, the "Mortgages") which Mortgages encumber the Project.

G. In connection with the Loan, Master Tenant will make a collateral assignment to Lender of Master Tenant's right, title and interest in and to the Operating Agreement, and Operator is prepared to consent to such collateral assignment in exchange for certain agreements of Lender in respect of the Operating Agreement, as set forth below in this Agreement.

H. Lender and Operator desire to provide that any interest in the Project created by the Operating Agreement is subordinate and subject to the lien of the Mortgages and to provide for Operator's continued management of the Project pursuant to the Operating Agreement in the event of a transfer of ownership pursuant to a foreclosure or other remedy exercised by Lender.

I. Lender acknowledge that (i) Master Tenant's promise to cause Lender to execute a nondisturbance agreement with Operator to protect Operator's continued management of the Project and Operator's interests in the Operating Agreement from interruption or interference in the event of Master Tenant's default under the Mortgages is a material inducement to Operator in executing and delivering the Operating Agreement, and (ii) Lender benefits from Operator's management of the Project and the incorporation of the Project into Operator's system of hotels and resorts.

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. All initially capitalized terms used, but not defined, in this Agreement shall have the meaning set forth in the Operating Agreement. In addition, for the purposes of this Agreement, the following terms shall have the following meanings:

1.1 Fees. The "Fees" shall mean, collectively, the Base Management Fee, the Incentive Management Fee and all other amounts to be paid to Operator, from time to time, under the Operating Agreement.

1.2 Foreclosure Action. A "Foreclosure Action" shall mean commencement of any legal proceeding or other remedies by Lender against Master Tenant to enforce its rights under the Mortgages or applicable law with respect to the Loan, including, without limitation, commencement of proceedings for the appointment of a receiver for the Project.

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1.3 Foreclosure Event. A “Foreclosure Event” shall mean any foreclosure, deed or assignment in lieu of foreclosure, sale or assignment by Lender, by judicial action or by a trustee pursuant to a power of sale, or other transfer (voluntary or involuntary) of the Project or any portion thereof or interest therein in connection with the exercise of Lender's remedies under the Mortgages or otherwise with respect to the Loan.

1.4 Successor Owner. A “Successor Owner” shall mean Lender or any other person or entity that becomes the owner of the Project or any portion thereof or interest therein in connection with a Foreclosure Event, and any successor, transferee or assignee of Lender or such other person or entity.

2. Subordination. In consideration for Lender's covenants and obligations set forth in Section 3, Operator agrees that any interest, right, and title it may have in the Project arising by virtue of the Operating Agreement shall be subordinate to the lien of the Mortgages, together with any amendments, modifications, supplements, renewals, extensions and restatements made in accordance with the Operating Agreement.

3. Non-Disturbance. In consideration for Operator's covenants and obligations set forth in Section 2, Lender agrees as follows:

3.1 Use of Funds. During the Term (so long as the Operating Agreement has not been terminated in accordance with its terms), and notwithstanding any breach or default by Borrower or Ground Lessee under the Mortgages or any of the other documents or instruments related to the Loan, Operator shall have the right to use funds and proceeds of Borrower to extent Operator is entitled to do so pursuant to the terms of the Operating Agreement (collectively, the “Funds”), in furtherance of the performance of the services Operator has provided or will provide in accordance with the terms of the Operating Agreement, including, without limitation, the payment of all Fees and Operating Expenses (including Out-of-Pockets Costs and the Project's pro rata share of Billable Group Expenses) as set forth in the Operating Agreement.

3.2 Operator Not a Party to Foreclosure. As long as Operator is not in default under the Operating Agreement (taking into account all applicable notice, grace and cure periods), Lender shall not name or join Operator as a party defendant in any Foreclosure Action (except only to the extent required for the maintenance of such Foreclosure Action).

3.3 Non-Disturbance. No Foreclosure Action or Foreclosure Event shall result in the amendment, modification, cancellation or termination of the Operating Agreement. If (a) a Foreclosure Action occurs pursuant to which Lender obtains control of the Project prior to a Foreclosure Event, or (b) a Foreclosure Event occurs, then from and after the date Lender assumes control of the Project in the case of a Foreclosure Action, or the date title to the Project is conveyed to a Successor Owner in the case of a Foreclosure Event, the Operating Agreement shall remain in full force and effect as a direct management agreement between Lender or Successor Owner (as the case may be), as owner, and Operator, as operator, subject to the terms of the Operating Agreement, together with any amendments, modifications and restatements which have been approved by Lender in writing, with the same force and effect as if originally entered into between Lender or Successor Owner (as the case may be) and Operator.

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3.4 Limitation on Lender's Obligations. Notwithstanding the foregoing in Section 3.3, Operator agrees that upon Lender or a Successor Owner succeeding to the interest of Master Tenant under the Operating Agreement, Lender or such Successor Owner shall not be: (i) liable for any breach or default or any damages arising from any breach or default by Master Tenant under the Operating Agreement, (ii) subject to any offset or defenses that Operator might have against Master Tenant, (iii) liable for any Fees due to Operator for any period prior to date when Lender or Successor Owner succeeds to Master Tenant's interest under the Operating Agreement, or (iv) bound by material amendment or modification of the Operating Agreement entered into without Lender's written consent.

3.5 Successor Owner. Notwithstanding anything to the contrary in this Agreement, Lender shall not permit any person or entity to become a Successor Owner unless such person or entity satisfies the requirements under Section 11.2 of the Operating Agreement.

3.6 Insurance Proceeds. During the Term and notwithstanding any contrary provision in the Loan Agreement, the Mortgages or any other document governing the Loan, but subject in all respects to the terms of the Ground Lease, in the event of a casualty or taking, all insurance proceeds and condemnation awards shall be applied to the restoration of the Project, as long as (i) there has been no material (in cost or time) impairment of the value of the security under the Mortgages and Lender is satisfied that such insurance proceeds are sufficient to cover the entire cost of such restoration and (ii) Owner is not in default (beyond any applicable notice and cure period) under the Mortgages.

4. Consent and Attornment. Operator acknowledges and consents to the collateral assignment by Master Tenant to Lender of all of Master Tenant's interest in the Operating Agreement as security for the Loan and other obligations secured by the Mortgages, and Operator agrees that (a) following any Foreclosure Event, Operator shall attorn to Lender or Successor Owner (as the case may be), subject to the terms of the Operating Agreement and (b) such attornment (as well as the assumption of the Operating Agreement by Lender or Successor Owner) shall be effective and self-operative, without the execution of any other instruments. Upon written request of Lender or Successor Owner, Operator shall enter into an agreement attorning to Lender or such Successor Owner.

5. Lender's Right to Cure

5.1 Notice to Lender. Operator shall provide a copy to Lender of any written notice (a "Master Tenant Default Notice") of default or termination under the Operating Agreement (a "Master Tenant Default") concurrently with the delivery of such Master Tenant Default Notice to Master Tenant. If a default by Master Tenant constitutes an Event of Default under the Operating Agreement, Operator shall not terminate the Operating Agreement prior to the expiration of Lender's Cure Period as set forth in this Section 5.

5.2 Lender's Right to Cure. Lender shall have a period of (i) 20 days after the delivery of an Master Tenant Default Notice to Lender to cure any Master Tenant Default that can be cured solely by the payment of money, and (ii) 30 days after the delivery of a Master Tenant Default Notice to Lender to cure any Master Tenant Default which cannot be cured solely by the payment of money (or if such cure described in this subsection (ii) cannot be completed

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within 30 days, such time, not to exceed 120 days, as is necessary to complete such cure, provided that such cure is commenced within such 30-day period and Lender diligently pursues such cure to completion and provided further that Lender shall have notified Operator in writing prior to the expiration of said 30-day period that such cure cannot be completed within said 30-day period together with an explanation of the reason that same cannot be completed within said period) (the "Lender's Cure Period"), and Operator shall provide reasonable access to the Project to Lender, its employees, agents and representatives, to the extent necessary to perform such cure. Notwithstanding the foregoing, (x) Lender shall not be obligated to cure any such Master Tenant Default, and (y) if Lender undertakes to cure any Master Tenant Default which requires access to the Project, (a) Lender shall use reasonable efforts to minimize any disturbance or interference with the operation of the Project, and (b) Lender shall indemnify and hold harmless Operator from and against any liability, damage, loss, cost or expense incurred by Operator from any physical damage or injury to any persons resulting from the negligence or intentional misconduct by Lender, its employees, agents or representatives in connection with the cure of such Master Tenant Default.

6. Operator's Right to Notice of Default

6.1 Notice to Operator. Lender shall provide a copy to Operator of any written notice (a "Loan Default Notice") of default or termination under the Loan Agreement or the Mortgages or any other agreement entered into connection with Loan concurrently with the delivery of such Loan Default Notice to Master Tenant.

7. Distribution of Funds to Lender. Master Tenant, Operator, and Lender agree that, at any time after Operator receives written instruction from Lender to do so, Operator shall deliver to Lender any Funds that Operator would otherwise be obligated to remit to Master Tenant pursuant to Section 4.6.3 of the Operating Agreement. Master Tenant hereby consents to the foregoing provisions providing for payments by Operator directly to Lender.

8. Access to Project. On reasonable advance notice from Lender, Operator shall provide to Lender and its employees, agents and representatives the right to enter on any part of the Project at any reasonable time during normal business hours (i) for the purpose of examining, inspecting or making extracts from the books and records of the Project or (ii) to inspect all or any portion of the Project (subject to the rights of guests and provided that such inspection is conducted in the presence of the general manager or his or her designee and in a manner designed to avoid interference with the operations of the Project). Lender shall defend, hold harmless and indemnify Operator for any loss, damage or liability incurred by or asserted against Operator from any physical damage or injury to any persons resulting from the negligence or intentional misconduct by Lender, its employees, agents or representatives in connection with the entry on any part of the Project by Lender, its employees, agents and/or representatives pursuant to this section.

9. Replacement Operating Agreement. If the Operating Agreement shall be terminated or rejected during the term of the Mortgages by reason of the bankruptcy or insolvency of Master Tenant, and Lender or any Successor Owner should acquire the Project in connection therewith, then, at the request of either Lender or Operator, made no later than 90 days after the effective date of such termination, Operator and Lender shall enter into a new

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Operating Agreement upon the same terms and conditions contained in the Operating Agreement, except that the term of such new operating agreement will be for the term remaining under the Operating Agreement (a "Replacement Operating Agreement"). Operator's obligation to enter into a Replacement Operating Agreement shall be subject to the satisfaction of the following: (a) all outstanding sums owed to Operator under the Operating Agreement shall have been paid and Lender shall have undertaken to cure any other outstanding defaults under the Operating Agreement (to the extent such defaults are susceptible of cure by any party other than Master Tenant); and (b) to the extent that Operator shall have managed the Project during any interim period between the termination of the Operating Agreement and the execution of the Replacement Operating Agreement, Operator shall have been compensated for such management as if the Operating Agreement had been in effect during such interim period. For avoidance of doubt, neither Lender nor any Successor Owner shall have an obligation to pay any of the amounts described in clauses (a) and (b) above that accrued prior to the date Lender or a Successor Owner acquire the Project; provided, however, if such amounts are not paid, Operator shall not be obligated to enter into the Replacement Operating Agreement contemplated in the first sentence of this Section 9.

10. Further Assurances. The terms of this Agreement shall be self-executing, without any further action by Successor Owner or Operator. Notwithstanding the foregoing, at the request of Successor Owner or Operator (as the case may be) (the "Requesting Party"), the other party hereto (the "Responding Party") shall execute and deliver any such documents or instruments requested by the Requesting Party, in form and substance reasonably satisfactory to the Responding Party; provided, however, that the Requesting Party shall reimburse the Responding Party for any costs or expenses incurred by the Responding Party in connection therewith.

11. Notices.

11.1 All notices, consents, determinations, approvals (or requests for any of the foregoing), demands, reports, objections, directions, and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given and to be effective on the date upon which such communications are delivered by DHL, Federal Express, or other similar courier service or by the United States Postal Service or its successor after being deposited with the United States Postal Service as Express Mail or as registered or certified matter, postage prepaid, return receipt requested, addressed as follows:

If to Lender: U.S. Bank National Association
Commercial Real Estate Division
1420 Fifth Avenue, 8th Floor
PD-WA-T8RE
Seattle, Washington 98101
Attn: Jason Brewer

With a copy to: Perkins Coie LLP
1201 Third Avenue Suite 4900
Seattle, WA 98101-3099
Attn: James Gradel

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If to Operator: Kimpton Hotel & Restaurant Group, LLC
222 Kearny Street, Suite 200
San Francisco, California 94108
Attn: General Counsel

If to Master Tenant: 39 Chicago Master Tenant LLC
c/o KHP Capital Partners, LP
222 Kearny Street, Suite 200
San Francisco, CA 94108
Attn: General Counsel

With a copy to: Latham & Watkins LLP
330 N. Wabash Avenue, Suite 2800
Chicago, IL 60611
Attn: Gary Axelrod

11.2 Receipt of Notice. All notices delivered by a party under this Agreement shall be deemed to have been received by the party to whom such notice is sent upon (i) delivery to the offices of such party, provided that such delivery is made prior to 5:00 p.m. (local time for such party) on a business day, otherwise the following business day, or (ii) the attempted delivery of such notice if such party refuses delivery of such notice.

11.3 Delivery by Legal Counsel. The parties agree that the attorney for a Party shall have the authority to deliver notices to the other parties pursuant to this Section 11.

12. Successors and Assigns; Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors and assigns, and any Successor Owner, and its successors and assigns. This Agreement shall not confer any rights or remedies upon any other third party.

13. Prevailing Party. If a party commences a legal proceeding to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs and expenses incurred in such legal proceeding, including, without limitation, reasonable attorneys fees and expenses, from the losing party in such proceeding.

14. Governing Law; Severability. This Agreement shall be governed by the laws of the state of Illinois, without giving effect to any conflict of law principles.

15. Severability. If any term or provision of this Agreement is held to be or rendered invalid or unenforceable at any time in any jurisdiction, such term or provision shall not affect the validity or enforceability of any other terms or provisions of this Agreement, or the validity or enforceability of such affected terms or provisions at any other time or in any other jurisdiction.

16. Entire Agreement. This Agreement (including the recitals to this Agreements which are incorporated herein) sets forth the entire understanding and agreement of the parties

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hereto any other agreements and understandings (written or oral) among the parties on or prior to the date of this Agreement with respect to the matters set forth herein.

17. Amendments to Agreement. No amendment or modification to any terms of this Agreement, waiver of the obligations of any party hereunder, or termination of this Agreement (other than pursuant to the terms of the Agreement), shall be valid unless in writing and signed by the party against whom enforcement of such provision is sought.

18. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one agreement with the same effect as if the parties had signed the same signature page.

[Remainder of page intentionally left blank;
Signatures on following page]

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IN WITNESS WHEREOF, Lender, Master Tenant and Operator have executed this Consent, Subordination, Non-Disturbance and Attornment Agreement as of the date first written above.

LENDER:

US BANK NATIONAL ASSOCIATION,
a national banking association

By: _____

Name: Casey Brewer
Title: VICE PRESIDENT

MASTER TENANT:

39 CHICAGO MASTER TENANT LLC,
a Delaware limited liability company

By: _____

Name: Judith Miles
Title: Secretary

OPERATOR:

KIMPTON HOTEL & RESTAURANT GROUP, LLC,
a Delaware limited liability company

By: _____

Name:
Title:

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[Lender]

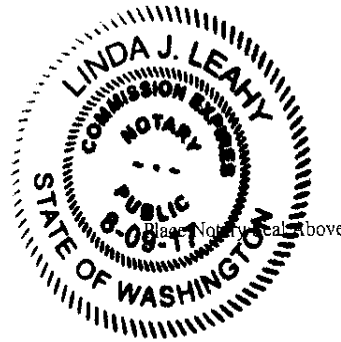
STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On JUNE 30, 2011, before me, LINDA J. LEAHY, Notary Public, personally appeared JASON D. BREWER, 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/he executed the same in her/his authorized capacity, and that by her/his 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.

WITNESS my hand and official seal.

Linda J. Leahy
Signature of Notary Public



PROPERTY OF COOK COUNTY CLERK'S OFFICE

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IN WITNESS WHEREOF, Lender, Borrower and Operator have executed this Consent, Subordination, Non-Disturbance and Attornment Agreement as of the date first written above.

LENDER:

**U.S. BANK NATIONAL ASSOCIATION,
a national banking association**

By: _____

Name:
Title:

MASTER TENANT:

**39 CHICAGO MASTER TENANT LLC,
a Delaware limited liability company**

By:  _____

Name: Judith Miles
Title: Secretary

OPERATOR:

**KIMPTON HOTEL & RESTAURANT GROUP, LLC,
a Delaware limited liability company**

By: _____

Name:
Title:

Property of Cook County Clerk's Office

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of San Francisco)

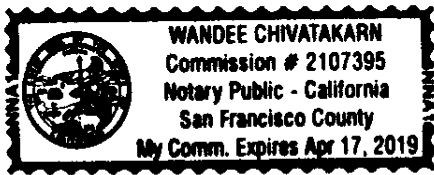
On June 24, 2015 before me, Wandee Chivatukarn, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Judith C. Miles
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

WITNESS my hand and official seal.



Signature Wandee Chivatukarn
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

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IN WITNESS WHEREOF, Lender, Borrower and Operator have executed this Consent, Subordination, Non-Disturbance and Attornment Agreement as of the date first written above.

LENDER:

U.S. BANK NATIONAL ASSOCIATION,
a national banking association

By: _____
Name:
Title:

MASTER TENANT:

39 CHICAGO MASTER TENANT, LLC,
a Delaware limited liability company

By: _____
Name: Judith Miles
Title: Secretary

OPERATOR:

KIMPTON HOTEL & RESTAURANT GROUP, LLC,
a Delaware limited liability company

By: in Qe Frum
Name: MICHAEL DEFRINO
Title: PRESIDENT

Property of Cook County Clerk's Office

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

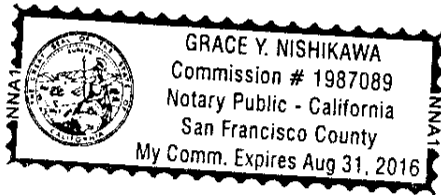
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of SAN FRANCISCO)
 On JUNE 24 2015 before me, GRACE Y. NISHIKAWA, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared MILITIA DEFRINO
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Consent Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
 Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
 Signer Is Representing: _____

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THE SOUTH 80.00 FEET OF LOTS 6, 7 AND 8 (EXCEPT THAT PART OF LOT 8 TAKEN AND USED FOR LASALLE STREET) IN BLOCK 118 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE VACATED PUBLIC ALLEY, LYING NORTH OF AND ADJOINING LOTS 21 TO 28, BOTH INCLUSIVE; LYING SOUTH OF AND ADJOINING LOTS 29, 31, 32, AND 33; LYING EAST OF THE EAST LINE OF SOUTH LASALLE STREET, AS WIDENED, AND LYING WEST OF AND ADJOINING LOTS 18 AND 19 IN ASSESSOR'S DIVISION OF BLOCK 118 IN SCHOOL SECTION ADDITION TO CHICAGO OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 28 AFORESAID; THENCE EAST ALONG THE NORTH LINE OF LOTS 28, 27, 26, 25, 24, 23, 22 AND 21 AFORESAID TO THE NORTHEAST CORNER OF LOT 21 AFORESAID; THENCE NORTH ALONG THE WEST LINE OF LOTS 18 AND 19 TO THE SOUTHEAST CORNER OF LOT 33 AFORESAID; THENCE WEST ALONG THE SOUTH LINE OF LOTS 33, 32 AND 31 AND PART OF LOT 29 TO A POINT 45.10 FEET EAST OF THE WEST LINE OF SAID LOT 29; THENCE SOUTH PARALLEL WITH SAID WEST LINE, A DISTANCE OF 8.00 FEET; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 29 TO THE SOUTHWEST CORNER OF LOT 29, BEING ALSO THE EAST LINE OF SOUTH LASALLE STREET, AS WIDENED; THENCE SOUTH ALONG SAID EAST LINE OF SOUTH LASALLE STREET, AS WIDENED, TO THE POINT OF BEGINNING, EXCLUDING THEREFROM THE EAST 22.75 FEET THEREOF, ALL IN COOK COUNTY, ILLINOIS