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PREPARED BY AND AFTER
RECORDING RETURN TO:

Quarles & Brady LLP
300 North LaSalle Street, Suite 4000
Chicago, Illinois 60654
Attention: Everett S. Ward, Esq.



Doc#: 1530945048 Fee: \$60.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/05/2015 02:47 PM Pg: 1 of 12

PROPERTY ADDRESS:
FedEx Ground
5757 and 5959 West Howard Street
Niles, Illinois

P.I.N.s:
10-29-400-009-0000; 10-29-400-020-0000;
10-29-400-017-0000; 10-29-400-013-0000;
10-29-403-014-0000; 10-29-403-015-0000;
10-29-403-017-0000; 10-29-401-023-0000;
10-29-401-025-0000; 10-29-401-026-0000

Loan No. 527306:11

SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

FEDEX GROUND PACKAGE SYSTEM, INC.
(Tenant)

SCANNELL PROPERTIES #165, LLC
(Landlord)

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)
(Mortgagee)

Dated as of November 4, 2015

LOCATION OF PROPERTY:
FedEx Ground
5757 and 5959 West Howard Street
Niles, Illinois 60714

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SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT (“**Agreement**”) is made as of the 4th day of November, 2015, by and among SCANNELL PROPERTIES #165, LLC, an Indiana limited liability company, 800 E. 96th Street, Suite 175, Indianapolis, IN 46240 (“**Landlord**”), FEDEX GROUND PACKAGE SYSTEM, INC., a Delaware corporation, 1000 FedEx Drive, Moon Township, PA 15108, Attn: Real Estate Department Facility # 607 (“**Tenant**”), and JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.), 197 Clarendon Street, C-3, Boston, MA 02116, Attn: Real Estate Finance Group (“**Mortgagee**”).

Recitals:

A. Mortgagee has made a loan to Landlord in the principal amount of \$ 44,000,000.00; and said loan is secured by the lien of a Mortgage or Deed of Trust dated as of November 4, 2015 (the “**Mortgage**”) recorded with the Cook County, Illinois Recorder as Document No. 1530945046, encumbering among other things, the property, and all improvements thereon described on Exhibit A attached hereto and made a part hereof (collectively the “**Property**”).

B. Tenant has entered into a Lease Agreement dated December 19, 2013, as amended by a First Amendment to Lease Agreement dated February 18, 2015 and Second Amendment to Lease Agreement dated August 31, 2015 (collectively, the “**Lease**”), with Landlord pursuant to which Landlord has leased all or a portion of the Property (the “**Premises**”) to Tenant on the terms and conditions set forth in the Lease.

C. The parties desire to agree upon the terms and conditions of: (i) the priority of their respective interests in the Premises; (ii) the subordination of Tenant’s rights under the Lease to the lien of the Mortgage; (iii) Tenant’s attornment; and (iv) Tenant’s right to continued use and possession of the Premises pursuant to the terms and conditions of the Lease.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties, and intending to be legally bound, the parties do hereby covenant and agree as follows:

1. Definitions. The following terms shall have the following meanings for purposes of this Agreement:

(a) “Foreclosure Event” means (i) foreclosure under the Mortgage; (ii) any other exercise by Mortgagee of rights and remedies (whether under the Mortgage or under applicable law, including bankruptcy law) as holder of the Mortgage, as a result of which a Successor Landlord becomes the owner of the Property; or (iii) delivery of a deed or other conveyance of Landlord’s interest in the Property in lieu of any of the foregoing.

(b) “Successor Landlord” means any party that becomes the owner of the Property as the result of a Foreclosure Event, including without limitation, Mortgagee.

2. Subordination of Lease. The parties agree that, subject to the terms and conditions of

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the Lease and this Agreement, the Lease is and shall be subject and subordinate to the lien of the Mortgage, and to all renewals, modifications, consolidations, replacements, and extensions of the Mortgage, to the full extent of the principal sum and all other amounts secured thereby, and interest thereon.

3. Non-disturbance.

(a) Non-disturbance By Mortgagee. Mortgagee hereby consents to the Lease and upon the occurrence of any Foreclosure Event, so long as the Lease is in full force and effect and there is no ongoing Tenant Default under the Lease beyond any applicable cure period, Mortgagee shall not name or join Tenant as a defendant or otherwise in any exercise of Mortgagee's rights and remedies arising under the Mortgage, unless applicable law requires that Tenant be made a party thereto as a condition to proceeding against Landlord. In the latter case, Mortgagee may join Tenant in such action only for such limited purpose, and not to terminate the Lease, or to terminate Tenant's possession of the Premises, or to otherwise adversely affect Tenant's rights under the Lease or this Agreement in such action. Additionally, upon the occurrence of any Foreclosure Event, so long as the Lease is in full force and effect, and there is no ongoing Tenant Default under the Lease beyond any applicable cure period, Mortgagee shall not terminate the Lease nor disturb Tenant's possession of the Premises under the Lease, except in accordance with the terms of the Lease and this Agreement.

(b) Non-disturbance by Successor Landlord. When any Successor Landlord takes title to the Property, so long as the Lease is in full force and effect and there is no ongoing Tenant Default under the Lease beyond any applicable cure period, Successor Landlord shall not terminate or disturb Tenant's possession of the Premises under the Lease, except in accordance with the terms of the Lease and this Agreement.

4. Attornment. If any Successor Landlord shall succeed to the interest of the Landlord under the Lease, and the Lease shall not have expired or been terminated in accordance with the terms of the Lease or this Agreement, Successor Landlord shall be bound to Tenant under all terms and conditions of the Lease (except as provided in this Agreement); Tenant shall recognize and attorn to Successor Landlord; and the Lease shall continue in full force and effect as a direct lease, in accordance with its terms; and the relationship of landlord and tenant shall exist between Successor Landlord and Tenant. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of the parties hereto, provided that Tenant shall be under no obligation to pay rent to Successor Landlord until Tenant receives written notice pursuant to paragraph 10 hereof, from Successor Landlord that it has succeeded to the interest of the Landlord under the Lease. In such case, Landlord hereby irrevocably authorizes Tenant to make any required payments to Successor Landlord and releases and discharges Tenant of, and from, any liability to Landlord on account of any such payments, even if such payments are made to Successor Landlord in error. Tenant agrees, however, to execute and deliver at any time and from time to time, upon the request of Successor Landlord, any instrument or certificate reasonably necessary to evidence such attornment.

5. Rights and Obligations of Successor Landlord under Lease. In the event of

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attornment, Successor Landlord shall have the same remedies in the event of any Tenant Default (beyond any period given Tenant to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants, and conditions of the Lease on Tenant's part to be performed that are available to Landlord under the Lease. Tenant shall have the same remedies against Successor Landlord for the breach of an agreement contained in the Lease that Tenant might have had against Landlord if Successor Landlord had not succeeded to the interest of Landlord; provided, however, that Successor Landlord shall not be:

(a) liable for any act or omission of, or any claims against any prior landlord (including Landlord) unless Mortgagee had written notice of and an opportunity to cure the same prior to a Foreclosure Event; or

(b) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord) unless Mortgagee had received written notice of same prior to a Foreclosure Event and a reasonable opportunity to cure the same, following receipt of a Default Notice under Section 7 below; and except in respect to Tenant's ongoing rights pursuant to Section 18 of the Lease relating to Tenant's self-help and offset rights in the event of a Landlord Default under the Lease; or

(c) bound by any rent or additional rent which Tenant might have paid for more than the thirty (30) days in advance to any prior landlord (including Landlord) unless such payments were actually delivered to Successor Landlord; or

(d) bound by any amendment or modification of a material term, provision and/or conditions of the Lease, or waiver of any of its terms, made without its consent, which consent shall not be unreasonably withheld, delayed or conditioned, which results in reduction of rent or other sums due under the Lease or that would adversely affect the economic terms of the Lease, decreases the economic benefits of the Lease for Successor Landlord, or increases the Successor Landlord's obligations unless, in any such instances, the amendment or modification is affected through the exercise of a right expressly accorded to Tenant under the Lease; or

(e) liable for any sum that any prior landlord (including Landlord) owed to Tenant, including without limitation any security deposit, unless the amount owed was actually delivered to Successor Landlord; or

(f) bound by any cancellation, termination or surrender of the Lease, except as expressly provided under the Lease; or

(g) bound by any assignment of the Lease or sublet of any portion of the Premises, except as expressly provided under the Lease.

6. Exculpation of Successor Landlord. Notwithstanding anything to the contrary in this Agreement or the Lease, upon any attornment pursuant to this Agreement, Successor Landlord's obligations and liability under the Lease shall not extend beyond Successor Landlord's (or its successors' or assigns') interest in the Property, including insurance and condemnation proceeds;

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and Successor Landlord's interest in the Lease (collectively, "**Successor Landlord's Interest**"). Tenant shall look exclusively to Successor Landlord's Interest (or that of its successors and assigns) for payment or discharge of any obligations of Successor Landlord under the Lease as amended or affected by this Agreement.

7. Mortgagee's Right to Cure.

(a) Notice to Mortgagee. Notwithstanding anything to the contrary in the Lease or this Agreement, before exercising any remedies under the Lease, Tenant shall provide Mortgagee with notice of the breach or default by Landlord giving rise to same ("**Default Notice**") and, thereafter, the opportunity to cure such breach or default as provided for below.

(b) Mortgagee's Cure Period. After Mortgagee receives a Default Notice, Mortgagee shall have a period of fifteen (15) days after the date of receipt of any such Default Notice or (subject to the provisions of Section 11 below) such longer period as is otherwise available to the Landlord under the Lease, in which to cure the breach or default by Landlord, unless such breach or default creates an emergency situation, in which case Tenant shall have the right to proceed immediately and pursue its rights as set forth in Section 18 of the Lease without regard to Mortgagee's cure period. Mortgagee shall have no obligation to cure any such breach or default by Landlord, unless and until Mortgagee holds legal title or possession of the Property, at which point Mortgagee will have such additional time as would have been available to Landlord under the Lease as if it received a Default Notice on the date that Mortgagee acquires legal title to or possession of the Property, subject, in all events, to Tenant's rights to proceed immediately to pursue its rights under Section 18 of the Lease without regard to Mortgagee's cure period.

8. Miscellaneous.

(a) Successors and Assigns. This Agreement shall bind and benefit the parties, their successors and assigns, any Successor Landlord, and its successors and assigns. If Mortgagee assigns the Mortgage, then upon delivery to Tenant of written notice hereof accompanied by the assignee's written assumption of all obligations under this Agreement, all liability of the assignor shall terminate.

(b) Entire Agreement. This Agreement constitutes the entire agreement among Mortgagee, Landlord, and Tenant regarding the rights and obligations of Tenant, Landlord, and Mortgagee as to the subject matter of this Agreement.

(c) Conflict Between Lease and Agreement. If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties and any Successor Landlord.

(d) Interpretation; Governing Law. The interpretation, validity, and enforcement of this Agreement shall be governed by and construed under the internal laws of the state or commonwealth where the Property is located, excluding its principles of conflicts of law.

(e) Amendments. This Agreement may be amended only by a written instrument

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executed by all parties, which amendment shall be effective only when a duly executed original or copy is delivered to each party.

(f) Counterparts and Electronic Signatures. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterparts of the signature page, and this Agreement may be executed by the affixing of the signatures of each of the parties to one of such counterparts. All of such counterparts shall be read as though one, and they shall have the same force and effect as though all the signers had signed a single page. The delivery of a copy of a counterpart of a signature page of this Agreement, bearing an original signature, by facsimile or by electronic mail in "pdf" or "portable document format" form, or by any other "read only" electronic means which shall preserve the original graphic appearance of such signature page and such signature, will have the same effect as the physical delivery of the paper version of said signature page to this Agreement bearing the original signature.

(g) Notice by Landlord to Tenant. Landlord hereby agrees to notify Tenant in writing of any release, satisfaction or termination of the Mortgage.

10. Notices. Any notice or other communication to the parties shall be sent to the addresses set forth in the caption to this Agreement, or such other addresses as a party may from time to time specify by notice in writing to any other party. Any such notice or other communication shall be in writing, and shall be given by certified mail, return receipt requested, postage prepaid; or by nationally recognized private, overnight courier. Notice will be deemed given (i) five (5) days after deposit in the U.S. Mail or on such earlier date as same is actually received; or (ii) one (1) business day after deposit with a nationally recognized overnight courier.

11. Rent Payments. If Landlord defaults in the performance of its obligations under the Mortgage, Tenant will recognize any assignment of rents Landlord made to Mortgagee and will pay to Mortgagee as assignee all rents that become due under the terms of the Lease after the date of Tenant's receipt of (i) a written demand from Mortgagee (accompanied by a fully executed copy of this Agreement), indicating that Landlord is in default under the terms of the Mortgage; (ii) the Assignment Agreement or other legal documentation verifying the right of Mortgagee to receive rent and other payments under the Lease; and (iii) an IRS Form W-9 (Request for Taxpayer Identification Number and Certification) from Mortgagee. Landlord acknowledges that it has assigned the rents due under the Lease to Mortgagee and authorizes Tenant to accept Mortgagee's direction and waives all claims against Tenant for any sums so paid at Mortgagee's direction. Mortgagee acknowledges, however, that Tenant will be making payments of rent to Landlord by means of computer-generated checks or other electronic payment and that Tenant will require a period of time within which to re-program its accounts payable computer system to reflect Tenant's receipt of Mortgagee's direction. Consequently, Tenant will have no liability to Mortgagee for any regularly scheduled installment of rent remitted to Landlord during the period that begins on the date of Tenant's receipt of Mortgagee's direction and that ends thirty (30) days after that date. Landlord shall indemnify, defend and hold harmless Tenant, its agents, servants and employees, from and against any and all claims, actions, liabilities, damages and expenses (including reasonable attorneys' fees and costs) arising out of or related to Tenant's compliance with Mortgagee's instructions pursuant to this paragraph 11,

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even if such instructions were given, and payments made, in error. Tenant's payment of rents to Mortgagee in accordance with the foregoing will continue until the first to occur of the following:

- (A) no further rent is due or payable under the terms of the Lease; or
- (B) Mortgagee gives Tenant notice that Landlord has cured the default that existed under the Mortgage and instructs Tenant to make subsequent remittances of the rent to Landlord; or
- (C) a transfer of the Property occurs and the purchaser and Mortgagee give Tenant notice of such transfer, together with the legal documents giving evidence to such transfer, IRS Form W-9, and other information required by Tenant to change its accounts payable system. The purchaser will automatically succeed to Landlord's interest under the terms of the Lease, after which time the rents and other benefits accruing in favor of Landlord under the terms of the Lease will be payable to the purchaser as the owner of the Premises.

12. Copy of Agreement. No provision of this Agreement shall be binding upon Tenant unless and until Landlord and Mortgagee shall have also duly executed this Agreement and a duplicate original of this Agreement has been provided to Tenant at the address set forth in the caption to this Agreement.

**[Remainder of Page Intentionally Left Blank;
Signature and Notary Pages to Follow]**

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TENANT

FEDEX GROUND PACKAGE SYSTEM, INC.

Approved
Legal Department

By:

James M. Maxwell
James M. Maxwell
Managing Director, Real Estate

Date: 10-20-2015

Property of Cook County Clerk's Office

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY)

SS:

Before me, a Notary Public in and for said County and Commonwealth, personally appeared the above-named FEDEX GROUND PACKAGE SYSTEM, INC., by James M. Maxwell, its Managing Director, Real Estate, who acknowledged that he did sign the foregoing instrument on behalf of the corporation, and that the same is the free act and deed of the corporation and his free act and deed as such officer and as an individual.

IN WITNESS WHEREOF, I hereunto have set my hand and seal at Moon Township, Pennsylvania this 20th day of October, 2015.

Barbara Bottorff
Notary Public

My commission expires: 3-24-19

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Barbara Bottorff, Notary Public
Moon Twp., Allegheny County
My Commission Expires March 24, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

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LANDLORD

SCANNELL PROPERTIES #165, LLC

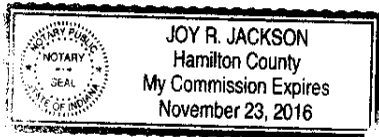
By: *James C. Carlino*
James C. Carlino, Manager

Date: October 23, 2015

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

On this, the 23rd day of October, 2015, before me, the undersigned officer, personally appeared James C. Carlino, who acknowledged himself to be the Manager of Scannell Properties #165, LLC, an Indiana limited liability company, and that he as such Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as Manager.

IN WITNESS WHEREOF, I hereby set my hand and official seal.



Joy R. Jackson
Notary Public

MY COMMISSION EXPIRES: _____
Date

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MORTGAGEE

JOHN HANCOCK LIFE INSURANCE COMPANY
(U.S.A.)

By: Justin Lata

Name: Justin Lata

Title: Senior Investment Officer

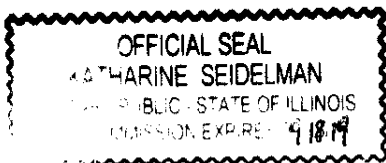
Date: October 21, 2015

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

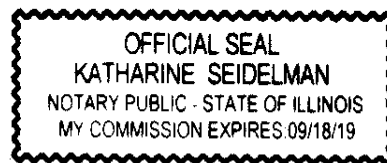
On this, the 23rd day of October, 2015, before me, the undersigned officer, personally appeared Justin Lata, who acknowledged himself/herself to be the Senior Investment Officer of John Hancock Life Insurance Company (U.S.A.), a Michigan Corporation, and that he/she as such Senior Investment Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself/herself as Senior Investment Officer.

IN WITNESS WHEREOF, I hereby set my hand and official seal.



Katharine Seidelman
Notary Public

MY COMMISSION EXPIRES: 9/18/19
Date



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EXHIBIT A

LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF NILES, COUNTY OF COOK, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS:

PARCEL 1

LOT 3 (EXCEPT THE EAST 25 FEET OF SAID LOT 3), THAT PART OF LOT 6 LYING NORTH OF THE SOUTH 600 FEET OF SAID LOT 6 AND LYING WEST OF EAST 25 FEET OF SAID LOT 6, THAT PART OF LOT 4 LYING EAST OF THE RIGHT OF WAY OF CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD AND THAT PART OF LOT 5 LYING NORTH OF SOUTH 600 FEET OF SAID LOT 5 AND EAST OF THE RIGHT OF WAY OF CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD ALL IN CHARLES MCDONNELL'S SUBDIVISION OF THE SOUTH EAST QUARTER OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THAT PART TAKEN FOR ROAD WIDENING PURPOSES PER CASE 76L17702 AND THAT PART DEDICATED FOR PUBLIC STREET PER DOCUMENT NO. 22725953 RECORDED MAY 22, 1974 AND DOCUMENT NO. 0323810046 RECORDED AUGUST 26, 2003, FURTHER EXCEPTING THEREFROM THAT PART OF LOT 4 TAKEN FOR GROSS POINT ROAD.

PARCEL 8:

THE SOUTH 600 FEET OF LOT 6 (EXCEPT THE EAST 25 FEET THEREOF) AND THAT PORTION OF THE SOUTH 600 FEET OF LOT 5 LYING EAST OF THE CHICAGO, MILWAUKEE AND ST. PAUL AND PACIFIC RAILROAD IN CHARLES MCDONNELL'S SUBDIVISION OF THE SOUTH EAST QUARTER OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THAT PART DEDICATED FOR STREET PURPOSES PER DOCUMENT NO. 22725953, RECORDED MAY 22, 1974.

PARCEL 10:

THE NORTH 567 FEET OF THE SOUTH 600 FEET OF THE WEST 400 FEET OF LOT 7, EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF SAID WEST 400 FEET, 580 FEET NORTH OF THE SOUTH LINE OF SAID LOT 7; THENCE NORTH 10 FEET ALONG SAID EAST LINE OF SAID WEST 400 FEET; THENCE WEST 95 FEET ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 7; THENCE SOUTH EASTERLY TO THE POINT OF BEGINNING, IN CHARLES MCDONNELL'S SUBDIVISION IN THE SOUTH EAST QUARTER OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 11:

THE WEST 400 FEET OF LOT 2 (EXCEPT THE NORTH 410 FEET OF SAID LOT 2); ALSO THE WEST 400 FEET OF LOT 7 (EXCEPT THE SOUTH 600 FEET OF SAID LOT 7); ALSO THE EAST 25 FEET OF LOT 3 (EXCEPT THE NORTH 410 FEET OF SAID LOT 3); ALSO THE EAST 25 FEET OF LOT 6 (EXCEPT THE SOUTH 600 FEET OF SAID LOT 6) ALL IN CHARLES MCDONNELL'S SUBDIVISION OF THE SOUTH EAST QUARTER OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THAT PART DEDICATED FOR PUBLIC STREET PER DOCUMENT NO. 22725953, RECORDED MAY 22, 1974.

PARCEL 12 (EXPANSION AREA):

THE NORTH 40.00 FEET OF THE WEST 400.00 FEET OF LOT 2 (EXCEPT THE NORTH 40.00 FEET THEREOF AND EXCEPT ALSO THAT PART LYING SOUTH OF THE SOUTH LINE OF THE NORTH 40.00 FEET OF SAID LOT AND LYING NORTHWESTERLY OF A LINE DRAWN FROM A POINT ON THE WEST LINE OF SAID LOT, A DISTANCE OF 80.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT TO A POINT ON THE SOUTH LINE OF THE NORTH 40.00 FEET OF SAID LOT, A DISTANCE OF 27.00 FEET EAST OF THE WEST LINE OF SAID LOT) IN CHARLES MCDONNELL'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 5757 and 5959 West Howard Street, Niles, Illinois 60714

P.I.N.s: 10-29-400-009-0000
 10-29-400-020-0000
 10-29-400-017-0000
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