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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/22/2015 12:37 PM Pg: 1 of 16

Elizabeth Beck
DLA Piper LLP (US)
203 North LaSalle Street
Suite 1900
Chicago, Illinois 60601

(Space above this line for Recorder's Use)

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement (this "Agreement") dated as of December 1, 2015, is made among 125 S Clark Street Tenant LLC, a New York limited liability company ("Tenant"), 125 S. Clark (Chicago) SPE, LLC, a Delaware limited liability company ("Landlord"), and Pacific Western Bank, a California state-chartered bank (together with its successors and assigns, "Lender").

WHEREAS, Landlord is indebted to Lender in the original principal amount of up to Twenty-Six Million Four Hundred Thousand and No/100 Dollars (\$26,400,000.00) (the "Loan") pursuant to the provisions of that certain Loan Agreement dated as of February 6, 2015 (the "Loan Agreement") and the documents entered into in connection therewith (the "Loan Documents"), which Loan is secured by, among other things, a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (as the same may have been or may be from time to time renewed, extended, amended or supplemented, the "Mortgage"), recorded in the land records of Cook County, Chicago, Illinois on February 10, 2015 as Document Number 1504122049, covering, among other property, the land (the "Land") described in Exhibit "A" which is attached hereto and incorporated herein by reference, and the improvements ("Improvements") thereon (such Land and Improvements being herein together called the "Property");

WHEREAS, Tenant is the tenant under a lease from Landlord dated December 1, 2015 (as it may from time to time be renewed, extended, amended or supplemented, the "Lease"), covering a portion of the Property more particularly described in the Lease (said portion being herein referred to as the "Premises"); and

WHEREAS, the term "Landlord" as used herein means the present landlord under the Lease or, if the landlord's interest is transferred in any manner, the successor(s) or assign(s) occupying the position of landlord under the Lease at the time in question.

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

1. Subordination. Tenant agrees and covenants that the Lease and the rights of Tenant thereunder, all of Tenant's right, title and interest in and to the Property covered by the Lease, are and shall be subject, subordinate and inferior to (a) the Mortgage and the rights of Lender thereunder, and all right, title and interest of Lender in the Property, and (b) all other security documents now or hereafter securing payment of any indebtedness of the Landlord (or any prior landlord) to Lender which cover or affect the Property (the "Security Documents"). This Agreement is not intended and shall not be construed to subordinate the Lease to any mortgage, deed of trust or other security document other than those referred to in the preceding sentence, securing the indebtedness to Lender. Notwithstanding the foregoing, Lender may elect, in its sole and absolute discretion, to subordinate the lien of the Mortgage to the Lease.

2. Non-Disturbance. Lender agrees that so long as the Lease is in full force and effect and Tenant is not in Default (as such term is defined in the Lease):

(a) Tenant's possession and use of the Premises under the Lease shall not be disturbed or interfered with by Lender in the exercise of any of its foreclosure rights under the Mortgage or any other Security Documents or conveyance in lieu of foreclosure and the enforcement of the Mortgage or any other Security Documents by the Lender shall not terminate the Lease, except in accordance with the terms of the Lease and this Agreement, and

(b) Lender will not join or name Tenant as a party defendant for the purpose of terminating Tenant's interest and estate under the Lease in any proceeding for foreclosure, receivership, trustee's sale or other proceeding to enforce the Mortgage or any other Security Documents unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or prosecuting such rights and remedies. In the latter case, Lender may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement in such action.

3. Attornment.

(a) Tenant covenants and agrees that in the event of foreclosure of the Mortgage or any other Security Documents, whether by power of sale or by court action, or upon a transfer of the Property by conveyance in lieu of foreclosure (the purchaser at foreclosure or the transferee in lieu of foreclosure, including Lender if it is such purchaser or transferee, being herein called "New Owner"), Tenant shall attorn to the New Owner as Tenant's new landlord, and agrees that the Lease shall continue in full force and effect as a direct lease between Tenant and New Owner upon all of the terms, covenants, conditions and agreements set forth in the Lease and this Agreement, except for provisions which are impossible for New Owner to perform; provided, however, that in no event shall the New Owner be:

(i) liable for any act, omission, default, misrepresentation, or breach of warranty, of any previous landlord (including Landlord) or obligations accruing prior

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to New Owner's actual ownership of the Property provided, however, that nothing contained in this subsection shall be deemed to release New Owner from any obligation as "landlord" under the Lease to cure any default under the Lease which is capable of being cured by New Owner and which continues after New Owner's acquisition of Landlord's interest in the Lease and;

(ii) subject to any offset, defense, claim or counterclaim which Tenant might be entitled to assert against any previous landlord (including Landlord) unless (x) the same is expressly permitted to be asserted against Landlord pursuant to the terms of the Lease, (y) Tenant has exercised its right to the same (or asserted the breach of Landlord giving rise to the same, as applicable) within a commercially reasonable period of time and (z) Tenant shall have provided Lender notice and an opportunity to cure the applicable default that gave rise to such offset, defense, claim or counterclaim in accordance with Section 5(c) hereof;

(iii) bound by any payment of rent, additional rent or other payments, made by Tenant to any previous landlord (including Landlord) for more than one (1) month in advance of the date due in accordance with the terms of the Lease, except to the extent such monies are actually received by New Owner;

(iv) bound by (i) any amendment or modification of the Lease hereafter made, (ii) consent or acquiescence by any previous landlord (including Landlord) under the Lease to any assignment or sublease hereafter granted or (iii) any consensual or negotiated surrender, cancellation, or termination of the Lease, in whole or in part, agreed upon between any previous landlord (including Landlord) and Tenant, in each case, without the written consent of Lender unless the same was effected unilaterally by Tenant pursuant to the express terms of the Lease; or

(v) liable for any deposit that Tenant may have given to any previous landlord (including Landlord) which has not, as such, been transferred to New Owner.

(b) The provisions of this Agreement regarding attornment by Tenant shall be self-operative and effective without the necessity of execution of any new lease or other document on the part of any party hereto or the respective heirs, legal representatives, successors or assigns of any such party. Tenant agrees, however, to execute and deliver upon the request of New Owner, any instrument or certificate which in the reasonable judgment of New Owner may be necessary or appropriate to evidence such attornment, including a new lease of the Premises on the same terms and conditions as the Lease for the unexpired term of the Lease, such instrument to be consistent with this Agreement and otherwise reasonably acceptable to New Owner and Tenant.

(c) Nothing herein shall be construed as a waiver of any contractual claim that Tenant may have against Landlord, or as a release of Landlord from liability to Tenant, on account of the non-performance of any obligation of Landlord under the Lease.

4. Estoppel Certificate. Tenant agrees to execute and deliver from time to time, within ten (10) Business Days of receipt of written request of Landlord or of any holder(s) of any

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of the indebtedness or obligations secured by the Mortgage, a certificate regarding the status of the Lease, consisting of statements, if true (or if not, specifying why not), (a) that the Lease is in full force and effect, (b) the date through which rentals have been paid, (c) the date of the commencement of the term of the Lease, (d) the nature of any amendments or modifications of the Lease, (e) to Tenant's knowledge no default, or state of facts which with the passage of time or notice (or both) would constitute a default, exists under the Lease, (f) to Tenant's knowledge, no setoffs, recoupments, estoppels, claims or counterclaims exist against Landlord, and (g) such other matters as may be reasonably requested.

5. Acknowledgment and Agreement by Tenant. Tenant acknowledges and agrees as follows:

(a) Tenant acknowledges that the Mortgage includes an assignment of leases and rents. Tenant hereby expressly consents to such assignment and agrees that such assignment shall, in all respects, be superior to any interest Tenant has in the Lease of the Property, subject to the provisions of this Agreement. Tenant shall not prepay any rents or other sums due under the lease for more than one (1) month in advance of the due date thereof. Tenant acknowledges that Lender will rely upon this instrument in connection with such financing.

(b) Lender, in making any disbursements to Landlord, is under no obligation or duty to oversee or direct the application of the proceeds of such disbursements, and such proceeds may be used by Landlord for purposes other than improvement of the Property.

(c) From and after the date hereof, in the event of any act or omission by Landlord which would give Tenant the right, either immediately or after the lapse of time, to terminate the Lease or to claim a partial or total eviction, or which would provide Tenant with an offset, defense, claim or counterclaim against Tenant's performance of its obligations under the Lease, Tenant will not exercise any such right (i) until it has given written notice of such act or omission to the Lender; and (ii) until the same period of time as is given to Landlord under the Lease to cure such act or omission shall have elapsed following such giving of notice to Lender, but in any event not less than 30 days after receipt of such notice or, in the event the default is not readily capable of being cured by Lender without obtaining possession of the Property, then, so long as Lender notifies Tenant in writing of its intent to obtain possession of the Property and cure such default within such 30 day period and thereafter Lender acts diligently and in good faith to obtain possession of the Property and promptly cures or causes the cure of all such defaults that are capable of being cured without Lender's obtaining possession of the Property, such longer period of time as may be reasonably necessary to obtain possession of the Property and thereafter cure such default, act, or omission, during which period of time Lender shall be permitted to cure or remedy such default, act or omission; provided, however, that Lender shall have no duty or obligation to cure or remedy any breach or default. In the event Lender fails to cure said default, Tenant shall have all rights and remedies provided in the Lease.

(d) In the event that Lender notifies Tenant of a default under the Mortgage, Loan Agreement or other Loan Documents and demands that Tenant pay its rent and all other sums due under the Lease directly to Lender, Tenant shall honor such demand and pay the full amount of its rent and all other sums as and when the same are due under the Lease directly to Lender, without offset (unless as expressly provided in Section 3(a)(ii) above), or as otherwise

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required pursuant to such notice, beginning with the payment next due after such notice of default (provided that such next payment is not due within ten (10) Business Days from such notice from Lender), without inquiry as to whether a default actually exists under the Mortgage, Loan Agreement or otherwise in connection with the other Loan Documents, and notwithstanding any contrary instructions of or demands from Landlord. Landlord hereby irrevocably authorizes Tenant to make such payments of rent to Lender upon demand, without any duty of inquiry.

(e) Tenant shall send a copy of any notice or statement under the Lease to Lender at the same time such notice or statement is sent to Landlord if such notice or statement has a material impact on the economic terms, operating covenants or duration of the Lease.

(f) Tenant has no right or option of any nature whatsoever, whether pursuant to the Lease or otherwise, to purchase the Premises or the Property, or any portion thereof or any interest therein, and to the extent that Tenant has had, or hereafter acquires, any such right or option, same is hereby acknowledged to be subject and subordinate to the Mortgage and is hereby waived and released as against Lender and New Owner.

(g) This Agreement satisfies any condition or requirement in the Lease relating to the granting of a non-disturbance agreement in connection with the Mortgage.

(h) Lender and any New Owner shall have no liability to Tenant or any other party for any conflict between the provisions of the Lease and the provisions of any other lease affecting the Property, including, but not limited to, any provisions relating to exclusive or non-conforming uses or rights, renewal options and options to expand, and in the event of such a conflict, Tenant shall, subject to the foregoing, have the same rights it has pursuant to the Lease.

(i) Lender and (subject to Tenant's right to offset in accordance with Section 3(a)(ii) herein and, provided Tenant has given notice and the opportunity to cure required by Section 5(c) herein, Tenant's right to exercise its remedies under the Lease and applicable law) any New Owner shall have no obligation nor incur any liability with respect to the erection or completion of the improvements in which the Premises are located or for completion of the Premises or any improvements for Tenant's use and occupancy, either at the commencement of the term of the Lease or upon any renewal or extension thereof or upon the addition of additional space, pursuant to any expansion rights contained in the Lease or following any fire, casualty or condemnation.

(j) Lender and any New Owner shall have no obligation nor incur any liability with respect to any warranties of any nature whatsoever, whether pursuant to the Lease or otherwise, including, without limitation, any warranties respecting use, compliance with zoning, Landlord's title, Landlord's authority, habitability, fitness for purpose or possession.

(k) In the event that Lender or any New Owner shall acquire title to the Premises or the Property, Lender or such New Owner shall have no obligation, nor incur any liability, beyond Lender's or New Owner's then equity interest, if any, in the Property, the Lease and the Premises (and proceeds thereof), and Tenant shall look exclusively to such equity interest (and proceeds thereof) of Lender or New Owner, if any, for the payment and discharge

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of any obligations imposed upon Lender or New Owner hereunder or under the Lease or for recovery of any judgment from Lender, or New Owner, and in no event shall Lender, New Owner, nor any of their respective officers, directors, shareholders, agents, representatives, servants, employees or partners ever be personally liable for such judgment.

6. Acknowledgment and Agreement by Landlord. Landlord, as landlord under the Lease and grantor under the Mortgage, acknowledges and agrees for itself and its heirs, representatives, successors and assigns, that: (a) this Agreement does not constitute a waiver by Lender of any of its rights under the Mortgage, Loan Agreement or other Loan Documents, or in any way release Landlord from its obligations to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Mortgage, Loan Agreement or other Loan Documents; (b) the provisions of the Mortgage, Loan Agreement or other Loan Documents remain in full force and effect and must be complied with by Landlord; and (c) Tenant is hereby authorized to pay its rent and all other sums due under the Lease directly to Lender upon receipt of a notice as set forth in paragraph 5(d) above from Lender and that Tenant is not obligated to inquire as to whether a default actually exists under the Mortgage, Loan Agreement or otherwise in connection with the other Loan Documents. Landlord hereby releases and discharges Tenant of and from any liability to Landlord resulting from Tenant's payment to Lender in accordance with this Agreement. Landlord represents and warrants to Lender that a true and complete copy of the Lease has been delivered by Landlord to Lender.

7. Lease Status. Landlord and Tenant certify to Lender that neither Landlord nor Tenant has knowledge of any default on the part of the other under the Lease, that the Lease is bona fide and contains all of the agreements of the parties thereto with respect to the letting of the Premises and that all of the agreements and provisions therein contained are in full force and effect.

8. Notices. All notices, requests, consents, demands and other communications required or which any party desires to give hereunder shall be in writing and shall be deemed sufficiently given or furnished if delivered by personal delivery, by telegram, telex, or facsimile, by expedited delivery service with proof of delivery, or by registered or certified United States mail, postage prepaid, at the addresses specified at the end of this Agreement (unless changed by similar notice in writing given by the particular party whose address is to be changed). Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of telegram, telex or facsimile, upon receipt. Notwithstanding the foregoing, no notice of change of address shall be effective except upon receipt. This Paragraph 8 shall not be construed in any way to affect or impair any waiver of notice or demand provided in this Agreement or in the Lease or in any document evidencing, securing or pertaining to the Loan or to require giving of notice or demand to or upon any person in any situation or for any reason.

9. Miscellaneous.

(a) This Agreement supersedes any inconsistent provision of the Lease.

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(b) Nothing contained in this Agreement shall be construed to derogate from or in any way impair, or affect the lien, security interest or provisions of the Mortgage, Loan Agreement or other Loan Documents.

(c) This Agreement shall inure to the benefit of the parties hereto, their respective successors and permitted assigns, and any New Owner, and its heirs, personal representatives, successors and assigns; provided, however, that in the event of the assignment or transfer of the interest of Lender, all obligations and liabilities of the assigning Lender under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom Lender's interest is assigned or transferred; and provided further that the interest of Tenant under this Agreement may not be assigned or transferred without the prior written consent of Lender.

(d) THIS AGREEMENT AND ITS VALIDITY, ENFORCEMENT AND INTERPRETATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS AND APPLICABLE UNITED STATES FEDERAL LAW EXCEPT ONLY TO THE EXTENT, IF ANY, THAT THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED NECESSARILY CONTROL.

(e) The words "herein", "hereof", "hereunder" and other similar compounds of the word "here" as used in this Agreement refer to this entire Agreement and not to any particular section or provision.

(f) This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest.

(g) If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not apply to or affect any other provision hereof, but this Agreement shall be construed as if such invalidity, illegality, or unenforceability did not exist.

(h) Except as expressly provided for in this Agreement, Lender shall have no obligations to Tenant with respect to the Lease. If an attornment occurs pursuant to this Agreement, then all rights and obligations of Lender under this Agreement shall terminate, without thereby affecting in any way the rights and obligations of New Owner provided for in this Agreement.

(i) Each of the parties hereto represents to the other parties hereto that it has full authority to enter into this Agreement, which has been duly authorized by all necessary actions.

(j) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and sealed as of the date first above written.

ADDRESS OF LENDER:

Pacific Western Bank
5404 Wisconsin Avenue, 2nd Floor
Chevy Chase, Maryland 20815

Attention: Portfolio Manager, Structured
Finance Group

LENDER:

PACIFIC WESTERN BANK,
a California state-chartered bank

By: David Shorn
Name: David Shorn
Title: Sub Portfolio Manager

ADDRESS OF TENANT:

c/o WeWork Companies Inc.
115 West 18th Street, 2nd Floor
New York, New York 10011
Attention: Real Estate Department

with a copy to:

c/o WeWork Companies Inc.
115 West 18th Street, 2nd Floor
New York, New York 10011
Attention: Law Department

TENANT:

125 S CLARK STREET TENANT LLC, a
New York limited liability company

By: _____
Name: _____
Title: _____

ADDRESS OF LANDLORD:

c/o Blue Star Properties, Inc.
600 West Van Buren Street
Suite 1000
Chicago, Illinois 60607
Attention: Craig Golden

LANDLORD:

125 S. CLARK (CHICAGO) SPE, LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and sealed as of the date first above written.

ADDRESS OF LENDER:

Pacific Western Bank
5404 Wisconsin Avenue, 2nd Floor
Chevy Chase, Maryland 20815

Attention: Portfolio Manager, Structured
Finance Group

LENDER:

PACIFIC WESTERN BANK,
a California state-chartered bank

By: _____
Name: _____
Title: _____

ADDRESS OF TENANT:

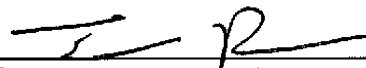
c/o WeWork Companies Inc.
115 West 18th Street, 2nd Floor
New York, New York 10011
Attention: Real Estate Department

with a copy to:

c/o WeWork Companies Inc.
115 West 18th Street, 2nd Floor
New York, New York 10011
Attention: Law Department

TENANT:

125 S CLARK STREET TENANT LLC, a
New York limited liability company

By: 
Name: JENNIFER BERRENT
Title: SECRETARY

ADDRESS OF LANDLORD:

c/o Blue Star Properties, Inc.
600 West Van Buren Street
Suite 1000
Chicago, Illinois 60607
Attention: Craig Golden

LANDLORD:

125 S. CLARK (CHICAGO) SPE, LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and sealed as of the date first above written.

ADDRESS OF LENDER:

Pacific Western Bank
5404 Wisconsin Avenue, 2nd Floor
Chevy Chase, Maryland 20815

Attention: Portfolio Manager, Structured
Finance Group

LENDER:

PACIFIC WESTERN BANK,
a California state-chartered bank

By: _____
Name: _____
Title: _____

ADDRESS OF TENANT:

c/o WeWork Companies Inc.
115 West 18th Street, 2nd Floor
New York, New York 10011
Attention: Real Estate Department

with a copy to:

c/o WeWork Companies Inc.
115 West 18th Street, 2nd Floor
New York, New York 10011
Attention: Law Department

TENANT:

125 S CLARK STREET TENANT LLC, a
New York limited liability company

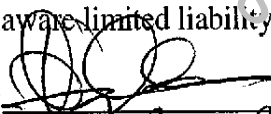
By: _____
Name: _____
Title: _____

ADDRESS OF LANDLORD:

c/o Blue Star Properties, Inc.
600 West Van Buren Street
Suite 1000
Chicago, Illinois 60607
Attention: Craig Golden

LANDLORD:

125 S. CLARK (CHICAGO) SPE, LLC, a
Delaware limited liability company

By:  _____
Name: Craig Golden
Title: Manager

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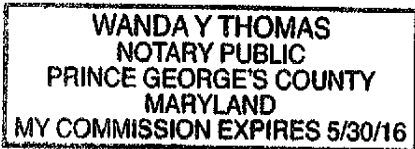
ACKNOWLEDGEMENT

STATE OF Maryland)
) ss:
 CITY OF Cherry Chase)

On this 30th day of November, 2015, before me, the undersigned, a Notary Public in and for said state, appeared David Skolen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument on behalf of PACIFIC WESTERN BANK, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

In Testimony Whereof, I have set my hand and affixed my official seal at my office in the City and State aforesaid, the day and year first above written.

My commission expires: May 30, 2016



Wanda Y. Thomas
 (Notary Public)

ACKNOWLEDGEMENT

STATE OF NEW YORK)
) ss:
 CITY OF NEW YORK)

On this _____ day of November, 2015, before me, the undersigned, a Notary Public in and for said state, appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument on behalf of 125 S CLARK STREET TENANT LLC, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

In Testimony Whereof, I have set my hand and affixed my official seal at my office in the City and State aforesaid, the day and year first above written.

My commission expires: _____

 (Notary Public)

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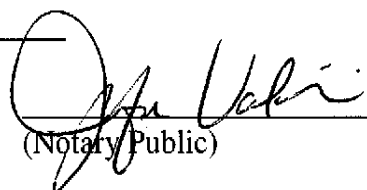
ACKNOWLEDGEMENT

STATE OF IL)
) ss:
CITY OF COOK)

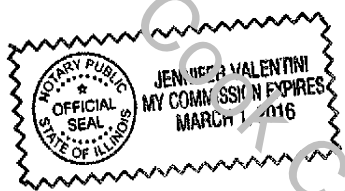
On this 30th day of November, 2015, before me, the undersigned, a Notary Public in and for said state, appeared CLARA GOLDEN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument on behalf of 125 S. CLARK (CHICAGO) SPE, LLC, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

In Testimony whereof, I have set my hand and affixed my official seal at my office in the City and State aforesaid, the day and year first above written.

My commission expires 3/1/2016



(Notary Public)



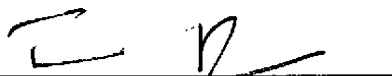
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The undersigned Guarantor to the Lease hereby consents to the foregoing Subordination, Non-Disturbance and Attornment Agreement and reaffirms that the Guaranty dated December 1, 2015 remains in full force and effect as of the date of the foregoing Subordination, Non-Disturbance and Attornment Agreement and hereby agrees that such Guaranty shall inure to the benefit of any New Owner to which Tenant is required to attorn pursuant to such Subordination, Non-Disturbance and Attornment Agreement.

GUARANTOR:

WEWORK COMPANIES INC., a Delaware corporation

By:



Name: JENNIFER BERRENT

Title: SECRETARY

Property of Cook County Clerk's Office

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ACKNOWLEDGEMENT

STATE OF NEW YORK)
) ss:
CITY OF NEW YORK)

On this 4th day of December, 2015, before me, the undersigned, a Notary Public in and for said state, appeared Jennifer Berrent, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument on behalf of WEWORK COMPANIES INC., and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

In Testimony Whereof, I have set my hand and affixed my official seal at my office in the City and State aforesaid, the day and year first above written.

My commission expires: _____


(Notary Public)

KATE B. NELSON HARPER
Notary Public, State of New York
No. 02NE6297188
Qualified in New York County
Commission Expires February 18, 2018

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EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

PARCEL 1:

THE EAST 1/2 OF LOT 7, EXCEPT THE NORTH 9 FEET THEREOF TAKEN FOR ALLEY; THE WEST 1/2 OF LOT 7, EXCEPT THE NORTH 9 FEET THEREOF TAKEN FOR ALLEY; THE SOUTH 87 FEET OF LOT 8; THE NORTH 40 FEET OF THE SOUTH 2/3 OF THE FOLLOWING DESCRIBED PARCEL TAKEN AS A TRACT: LOT 8, EXCEPT THE NORTH 9 FEET THEREOF TAKEN FOR ALLEY, ALL IN BLOCK 120 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 NORTH 1/3 OF THE FOLLOWING DESCRIBED PARCEL TAKEN AS A TRACT: LOT 8, EXCEPT THE NORTH 9 FEET THEREOF TAKEN FOR ALLEY, IN BLOCK 120 IN THE SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 1 AND PARCEL 2 MAY ALSO BE DESCRIBED AS FOLLOWS:

LOT 7, EXCEPT THE NORTH 9.00 FEET THEREOF TAKEN FOR ALLEY, AND LOT 8, EXCEPT THE NORTH 9.00 FEET THEREOF TAKEN FOR ALLEY, ALL IN BLOCK 120 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 1 AND PARCEL 2 MAY ALSO BE DESCRIBED AS FOLLOWS:

LOTS 13, 14, 15, 16, 17 AND 18 IN COUNTY CLERK'S DIVISION OF BLOCK 120 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 3:

EASEMENTS FOR THE BENEFIT OF PARCELS 1 & 2 AS CONTAINED IN QUITCLAIM DEED RECORDED DECEMBER 27,1957 AS DOCUMENT 17098441 GRANTING THE USE OF THAT SPACE IN THE BASEMENT OF THE PORTION OF THE BUILDING LOCATED ON THE MARQUETTE PROPERTY, LOCATED ON THE LAND EAST OF AND ADJOINING LOT 7 AND THE SPACE UNDER THE ALLEY NORTH OF AND ADJOINING THERETO TOGETHER WITH EASEMENT FOR INGRESS AND EGRESS THERETO AND ALONG THE CORRIDORS OF THE BASEMENT OF THE MARQUETTE BUILDING FOR INGRESS AND EGRESS INCLUDING ACCESS TO THE EXISTING FIRE PUMP LOCATED THEREIN.

PARCEL 4:

EASEMENT FOR THE MAINTENANCE AND OPERATION OF AIR CONDITIONING EQUIPMENT REQUIRED TO PROVIDE CHILLED WATER FOR THE SEPARATE AIR CONDITIONING SYSTEMS OF THE MARQUETTE AND EDISON BUILDINGS AS SET FORTH IN THE AGREEMENT RELATING TO AIR CONDITIONING AND RELATED FACILITIES RECORDED DECEMBER 27,1957 AS DOCUMENT 17098443.

ADDRESS: 125 S. Clark Street, Chicago, Illinois 60603

PIN: _____