

# UNOFFICIAL COPY



RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

THOMPSON & KNIGHT LLP  
900 THIRD AVENUE  
NEW YORK, NEW YORK 10022  
ATTENTION: MICHAEL PESKOWITZ, ESQ.  
FACSIMILE NO.: (214) 999-1632

Doc#: 1611819148 Fee: \$116.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/27/2016 12:38 PM Pg: 1 of 16

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THIS SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT (the "*Agreement*") is dated as of April 22, 2016 and is by and among (i) RELIUS II, LLC, a Delaware limited liability company, having an address at 2711 North Haskell Avenue, Suite 1700, Dallas, Texas 75204 (together with its successors and assigns, "*Fee Lender*"), (ii) NAKASE LINCOLN LLC, a Delaware limited liability company, and LINCOLN 1816 LLC, a Delaware limited liability company, each having an address at c/o Jordache Enterprises, Inc., 1400 Broadway, 15th Floor, New York, New York 10018 (collectively, "*Ground Landlord*"), (iii) DELAWARE LIFE INSURANCE COMPANY, a Delaware insurance company, having an address at Reservoir Place, 1601 Trapelo Road, Waltham, Massachusetts 02451 ("*Delaware Life US*") and DELAWARE LIFE INSURANCE COMPANY OF NEW YORK, a New York stock life insurance company, having an address at Reservoir Place, 1601 Trapelo Road, Waltham, Massachusetts 02451 ("*Delaware Life NY*"; and together with Delaware Life US and each of their respective successors and/or assigns, collectively, "*Leasehold Lender*"), and (iv) NAKASH LINCOLN TENANT LLC, a Delaware limited liability company, having an address at c/o Jordache Enterprises, Inc., 1400 Broadway, 15th Floor, New York, New York 10018 and LINCOLN 1816 TENANT LLC, a Delaware limited liability company, having an address at c/o Venable LLP, Rockefeller Center, 1270 Avenue of the Americas, 24th Floor, New York, New York 10020 (collectively, "*Ground Tenant*").

WHEREAS, Ground Landlord is the holder of landlord's interest in that certain Ground Lease, dated as of February 4, 2016, as memorialized by that certain Memorandum of Ground Lease recorded among the Land Records of Cook County, Illinois (the "*Land Records*"), on February 5, 2016, as Document No. 1603616097, and as amended by that certain Ground Lease Estoppel and Lease Amendment Agreement, dated as of the date hereof, as memorialized by that certain Amendment to Memorandum of Ground Lease recorded among the Land Records simultaneously herewith (such lease, as heretofore or hereafter amended, modified or assigned, collectively, the "*Ground Lease*"), with Ground Tenant. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Ground Lease;

WHEREAS, Ground Tenant is desirous of obtaining a loan (the "*Leasehold Loan*") in the aggregate principal amount of THIRTY-FIVE MILLION AND NO/100 DOLLARS (\$35,000,000.00) from Leasehold Lender, which Leasehold Loan shall be (a) made pursuant to that certain Loan Agreement, dated as of the date hereof (as may be amended, restated and/or modified from time to time, the "*Leasehold Loan Agreement*"), between Ground

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Tenant and Leasehold Lender, and (b) (i) secured by, among other things, a certain Leasehold Mortgage, Assignment of Leases and Rents and Security Agreement, dated as of the date hereof (as may be amended, restated and/or modified from time to time, the "*Leasehold Mortgage*"), made by Ground Tenant for the benefit of Leasehold Lender, which shall encumber, as a first mortgage lien thereon, Ground Tenant's interest in the leasehold estate in the parcel of land more particularly described on Exhibit A attached hereto and made a part hereof (the "*Land*") demised under the Ground Lease and Ground Tenant's ownership interest in the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (collectively, the "*Improvements*"; together with the Land, collectively, the "*Property*"), and (ii) evidenced by, among other things, that certain (A) Promissory Note, dated as of the date hereof (as the same may be extended, renewed, replaced, restated and/or modified from time to time, the "*DEL US Note*"), made by Ground Tenant to Delaware Life US in the original principal amount of **TWENTY-FIVE MILLION AND NO/100 DOLLARS (\$25,000,000.00)** and (B) Promissory Note, dated as of the date hereof (as the same may be extended, renewed, replaced, restated and/or modified from time to time, the "*DEL NY Note*"); and together with the DEL US Note, collectively, the "*Leasehold Note*"), made by Ground Tenant to Delaware Life NY in the original principal amount of **TEN MILLION AND NO/100 DOLLARS (\$10,000,000.00)**. The Leasehold Note, the Leasehold Loan Agreement, the Leasehold Mortgage and any of the other documents evidencing or securing the Leasehold Loan or executed or delivered in connection therewith are collectively referred to as the "*Leasehold Loan Documents*"; and

**WHEREAS**, on March 1, 2016, pursuant to that certain Loan Agreement, dated as of March 1, 2016 (as may be amended, restated and/or modified from time to time, the "*Fee Loan Agreement*"), between Ground Landlord and Fee Lender (as successor-by-assignment to LStar Capital Finance II, Inc., a Delaware corporation), Ground Landlord received a loan (the "*Fee Loan*") in the principal amount of **TWENTY-FIVE MILLION FOUR HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$25,430,000.00)** from Fee Lender, which Fee Loan is secured by, among other things, that certain Mortgage, Assignment of Leases and Rents and Security Agreement, dated as of March 1, 2016 (as may be amended, restated and/or modified from time to time, the "*Fee Mortgage*"), made by Ground Landlord for the benefit of Fee Lender, which shall encumber, as a first mortgage lien thereon, Ground Landlord's interest in the fee estate in the Land demised under the Ground Lease and Ground Landlord's reversionary interest in the Improvements, and (ii) evidenced by, among other things, that certain Promissory Note, dated as of March 1, 2016 (as may be amended, restated and/or modified from time to time, the "*Fee Note*"), made by Ground Landlord to Fee Lender in the original principal amount of the Fee Loan. The Fee Note, the Fee Loan Agreement, the Fee Mortgage and any of the other documents evidencing or securing the Fee Loan or executed or delivered in connection therewith are collectively referred to as the "*Fee Loan Documents*";

**WHEREAS**, the parties hereto acknowledge that Leasehold Lender will rely on this Agreement in making the Leasehold Loan to Ground Tenant; and

**WHEREAS**, the parties hereto desire to evidence their understanding with respect to the Fee Mortgage, the Leasehold Mortgage and the Ground Lease as hereinafter provided.

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**NOW, THEREFORE**, in consideration of the mutual agreements hereinafter set forth, the parties hereto hereby agree as follows:

1. Fee Lender covenants, stipulates and agrees that the Fee Loan Documents and all of Fee Lender's right, title and interest in and to the Property thereunder is hereby, and shall at all times continue to be, subordinated and made secondary and inferior in each and every respect to the Ground Lease, so that at all times the Ground Lease, together with any reinstatement of the Ground Lease or any new Ground Lease entered into pursuant to the terms and conditions of the Ground Lease, shall be and remain a lien on the Property prior to and superior to the Fee Mortgage for all purposes, subject to the provisions set forth herein. Subordination is to have the same force and effect as if the Ground Lease had been executed, acknowledged, delivered and recorded prior to the Fee Mortgage, any amendments or modifications thereof and any notice thereof.

2. In the event that Fee Lender shall commence an action or proceeding to foreclose the Fee Mortgage or to obtain a receiver of the Property, or shall foreclose the Fee Mortgage by advertisement, entry and sale or according to any procedure available under the law of the State of Illinois, Ground Tenant and Leasehold Lender shall not be joined as a party defendant in any such action or proceeding (unless Ground Tenant or Leasehold Lender or both is deemed a necessary party by the court in which event Ground Tenant or Leasehold Lender or both may be so named or joined but such naming and joining shall not otherwise be in derogation of the rights of Ground Tenant and Leasehold Lender), and Ground Tenant shall not be disturbed in its possession, use or enjoyment of the Property except in accordance with the provisions of the Ground Lease, nor shall any right of Ground Tenant under the Ground Lease be disturbed, affected or impaired, nor will the Ground Lease or the leasehold estate arising thereunder be extinguished or terminated; and Ground Tenant shall be recognized as a direct tenant of Fee Lender effective upon Fee Lender succeeding to the interest of Ground Landlord without the execution of any documentation or the taking of any action by either party and any possession of the Property by Fee Lender after the Fee Lender succeeds to the interest of Ground Landlord is hereby made subject to all of the terms and conditions of, Ground Tenant's right of possession under, the Ground Lease and the rights of any Leasehold Lender pursuant to the terms of the Ground Lease.

3. Any sale of disposition of the Property pursuant to the exercise of any rights and remedies under the Fee Mortgage or otherwise shall be subject to all of the terms and conditions of, and Ground Tenant's right of possession under, the Ground Lease and the rights of Leasehold Lender under the Ground Lease, and shall be binding upon and enforceable against the party and its successors and assigns (the "**Successor Landlord**"), who acquires the Property; provided, however, that Successor Landlord shall not be (a) liable for the failure of any prior landlord (any such prior landlord, including Ground Landlord, being hereinafter referred to as a "**Prior Landlord**") to perform any obligations of Prior Landlord under the Ground Lease which have accrued prior to the date on which Successor Landlord shall become the owner of the Property, (b) subject to any offsets, defenses, abatement or counterclaims which shall have accrued in favor of Ground Tenant against any Prior Landlord prior to the date upon which Successor Landlord shall become the owner of the Property, (c) bound by any payment of rents, additional rents or other sums which Ground Tenant may have paid more than one (1) month in advance to any Prior Landlord unless (i) such sums are actually received by Successor Landlord

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or (ii) such prepayment shall have been expressly approved of by Successor Landlord, (d) bound to make any payment to Ground Tenant which was required under the Ground Lease, or otherwise, to be made prior to the time the Successor Landlord succeeded to Prior Landlord's interest or (e) required to make any repairs to the Property or to the premises demised under the Ground Lease.

4. The parties hereto agree that (a) neither Leasehold Lender nor Fee Lender (and each of their respective successors and assigns) shall be bound by any agreement terminating or amending or modifying the rent, term, commencement date or other material term of the Ground Lease, or any voluntary surrender of the premises demised under the Ground Lease, made without both of Fee Lender's and Leasehold Lender's prior written consent and (b) Leasehold Lender and Fee Lender (and each of their respective successors and assigns) shall be provided with prompt written notice of any assignment of the Ground Lease by either Ground Landlord or Ground Tenant.

5. Fee Lender hereby agrees to provide Leasehold Lender prompt written notice of any Events of Default under the Fee Loan Documents and Leasehold Lender hereby agrees to provide Fee Lender prompt written notice of any Events of Default under the Leasehold Loan Documents.

6. The proceeds of any insurance on any of the improvements located at the Property payable by reason of fire or other insured casualty and of any award for any taking by eminent domain (including any conveyance in lieu thereof) shall be held and applied by Leasehold Lender for restoration and repair of the Property in accordance with the terms of the Ground Lease.

7. In the event that Fee Lender shall acquire the Property or the interest of Ground Landlord therein upon foreclosure, or by deed in lieu of foreclosure, or by any other means, then: (a) Ground Tenant shall be deemed to have made a full and complete attornment to Fee Lender so as to establish direct privity between Fee Lender and Ground Tenant on the terms of the Ground Lease; (b) all obligations of Ground Tenant under the Ground Lease shall continue in full force and effect and be enforceable against Ground Tenant by Fee Lender, with the same force and effect as if the Ground Lease had originally been made and entered into directly by and between Fee Lender, as the landlord thereunder, and Ground Tenant; (c) Fee Lender shall recognize and accept the rights of Ground Tenant and shall thereafter be deemed to have assumed the obligations of Ground Landlord under the Ground Lease in respect of the obligations under the Ground Lease; and (d) to the extent Fee Lender receives any security deposits pursuant to the terms of the Ground Lease, Fee Lender shall hold the same subject to the terms and provisions of the Ground Lease, provided, however, that Fee Lender's liability with respect to such security deposits, and any interest thereon, shall be limited to the actual amount thereof irrevocably received by Fee Lender plus interest thereon from and after the receipt thereof.

8. In the event that the Ground Lease is terminated, rejected or disaffirmed in connection with the bankruptcy of any Ground Landlord or Ground Tenant, the parties hereto agree that a new lease shall be executed and agreed to by the applicable parties pursuant to and in accordance with Section 24.3 of the Ground Lease. Furthermore, in the event of a bankruptcy of



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either Ground Landlord or Ground Tenant, due to the fact that such parties are affiliated, that Leasehold Lender has an interest in the Property, Leasehold Lender shall (a) be recognized as a necessary party to any Section 363 sale under the Bankruptcy Code, (b) be entitled to receive all notices in connection with any Section 363 sale and (c) have standing directly or as a proxy for Ground Tenant to raise objections to any such sale that attempts to convey title free and clear of the Ground Lease unless the Leasehold Loan is paid in full. "**Bankruptcy Code**" shall mean Title 11 of the United States Code entitled "Bankruptcy", as amended from time to time, and any successor statute or statutes and all rules and regulations from time to time promulgated thereunder, and any comparable foreign laws relating to bankruptcy, insolvency or creditors' rights. Ground Landlord acknowledges and agrees that if it attempts to sell the Property free and clear of the Ground Lease, the damages to Ground Tenant and Leasehold Lender would be incalculable and the only means of adequately protecting both the Ground Tenant and Leasehold Lender would be the survival of the Ground Tenant's and/or Leasehold Lender's right to remain in possession of the Property (the "**Possessory Interest**") and that any sales would be subject to the Possessory Interest.

9. Ground Landlord authorizes and directs Ground Tenant to honor any written demand or notice from Fee Lender instructing Tenant to pay rent or other sums to Fee Lender rather than Ground Landlord (a "**Payment Demand**"), regardless of any other or contrary notice or instruction which Ground Tenant may receive from Ground Landlord before or after Ground Tenant's receipt of such Payment Demand. Ground Tenant may rely upon any notice, instruction, Payment Demand, certificate, consent or other document from, and signed by, Fee Lender and shall have no duty to Ground Landlord to investigate the same or the circumstances under which the same was given. Any payment made by Ground Tenant to Ground Lender or in response to a Payment Demand shall be deemed proper payment by Ground Tenant of such sum pursuant to the Ground Lease.

10. Ground Tenant acknowledges that the interest of Ground Landlord under the Ground Lease is assigned to Fee Lender solely as security for the Fee Note, and Fee Lender shall have no duty, liability or obligation under the Ground Lease or any extension or renewal thereof, unless Fee Lender shall specifically undertake such liability in writing or Fee Lender becomes and then only with respect to periods in which Fee Lender becomes, the fee owner of the Property.

11. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Premises is located (excluding the choice of law rules thereof).

12. This Agreement and each and every covenant, agreement and other provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns (including, without limitation, any successor holder of the Leasehold Note) and may be amended, supplemented, waived or modified only by an instrument in writing executed by the party against which enforcement of the termination, amendment, supplement, waiver or modification is sought.

13. All notices to be given under this Agreement shall be in writing and shall be deemed served upon receipt by the addressee if served personally or, if mailed, upon the first to occur of receipt or the refusal of delivery as shown on a return receipt, after deposit in the

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United States Postal Service certified mail, postage prepaid, addressed to the address of Ground Landlord, Ground Tenant, Fee Lender or Leasehold Lender appearing below. Such addresses may be changed by notice given in the same manner. If any party consists of multiple individuals or entities, then notice to any one of same shall be deemed notice to such party.

Fee Lender's Address:

Relius II, LLC  
2711 North Haskell Avenue  
Suite 1700  
Dallas, Texas 75204  
Attention: Legal Department  
Facsimile No: (214) 459-1430

with a copy to:

Hunton & Williams LLP  
200 Park Avenue  
New York, New York 10166  
Attention: Brett L. Gross, Esq.  
Facsimile No.: (212) 954-5103

Leasehold Lender's Address:

Delaware Life Insurance Company  
Delaware Life Insurance Company of New York  
Reservoir Place, 1601 Grapelo Road  
Waltham, Massachusetts 02451  
Attention: James F. Alban  
Phone No.: (781) 790-8673  
Facsimile No.: (781) 890-1049

and to:

Delaware Life Insurance Company  
Delaware Life Insurance Company of New York  
c/o Guggenheim Partners Investment Management LLC  
100 Wilshire Boulevard, Suite 500  
Santa Monica, California 90401  
Phone No: (310) 576-1229  
Facsimile No.: (310) 576-1271  
Attention: Jason Anthony

with a copy to:

Guggenheim Partners Investment Management, LLC  
227 W. Monroe Street, Suite 4900  
Chicago, Illinois 60606  
Attention : Maureen Moster  
Phone No.: (312) 827-0157

and to:

Cohen Financial  
Loan Administration Service Center

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4601 College Blvd., Suite 300  
Leawood, Kansas 66211  
Facsimile No.: (866) 315-6202  
Phone: (866) 315-6212  
email: [loanadmin@cohenfinancial.com](mailto:loanadmin@cohenfinancial.com)

and to: Thompson & Knight LLP  
900 Third Avenue  
New York, New York 10022  
Attention: Michael Peskowitz, Esq.  
Facsimile No.: (214) 999-1632

Ground Tenant's Address:

Nakash Lincoln Tenant LLC  
c/o Jordache Enterprises Inc.  
1400 Broadway, 15<sup>th</sup> Floor  
New York, New York 10018  
Attention: Robert Spiegelman, Esq.  
Facsimile No.: (646) 383-8289

and to: Lincoln 1816 Tenant LLC  
c/o Venable LLP  
Rockefeller Center  
1270 Avenue of the Americas, 24<sup>th</sup> Floor  
New York, New York 10020  
Attention: Brian Gurtman  
Facsimile No: (212) 307-5598

with a copy to: DLA Piper LLP (US)  
203 N. LaSalle Street, Suite 1900  
Chicago, Illinois 60601  
Attention: Brian Cohen, Esq.  
Facsimile No.: (312) 251-5877

Ground Landlord's Address:

Nakash Lincoln LLC  
c/o Jordache Enterprises Inc.  
1400 Broadway, 15<sup>th</sup> Floor  
New York, New York 10018  
Attention: Robert Spiegelman, Esq.  
Facsimile No.: (646) 383-8289

and to: Lincoln 1816 LLC

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c/o Venable LLP  
Rockefeller Center  
1270 Avenue of the Americas, 24<sup>th</sup> Floor  
New York, New York 10020  
Attention: Brian Gurtman  
Facsimile No: (212) 307-5598

with a copy to: DLA Piper LLP (US)  
203 N. LaSalle Street, Suite 1900  
Chicago, Illinois 60601  
Attention: Brian Cohen, Esq.  
Facsimile No.: (312) 251-5877

14. If this Agreement conflicts with the Ground Lease, then this Agreement shall govern as between the parties and any Successor Landlord, including upon any attornment pursuant to this Agreement. This Agreement supersedes, and constitutes full compliance with, any provisions in the Ground Lease that provide for subordination of the Ground Lease to, or for delivery of nondisturbance agreements by the holder of, the Leasehold Mortgage.

15. In the event Fee Lender shall acquire Ground Landlord's interest in the Property, Ground Tenant shall look only to the estate and interest, if any, of Fee Lender in the Property for the satisfaction of Ground Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money in the event of any default by Fee Lender as a Successor Landlord under the Ground Lease or under this Agreement, and no other property or assets of Fee Lender shall be subject to levy, execution or other enforcement procedure for the satisfaction of Ground Tenant's remedies under or with respect to the Ground Lease, the relationship of the landlord and tenant under the Ground Lease or Ground Tenant's use or occupancy of the Property or any claim arising under this Agreement.

16. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement, and the other provisions of this Agreement shall remain in full force and effect.

17. 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.

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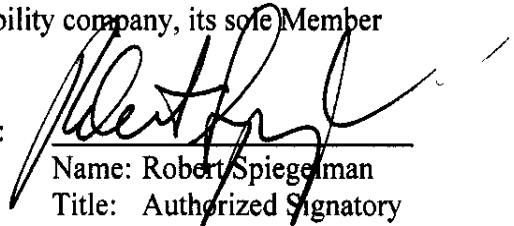
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

**GROUND TENANT:**

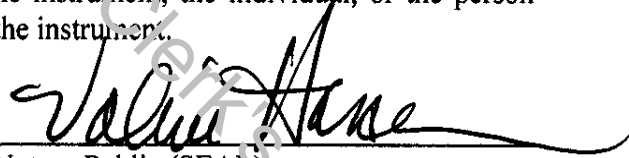
**NAKASH LINCOLN TENANT LLC**, a Delaware limited liability company

By: Nakash Holding LLC, a Delaware limited liability company, its sole Member

By:   
Name: Robert Spiegelman  
Title: Authorized Signatory

STATE OF N.Y. )  
COUNTY OF N.Y. ) ss.

On the 20 of APRIL, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Spiegelman 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 and acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public (SEAL)

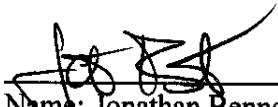
**VALERIE HANSEN**  
Notary Public, State of New York  
No. 01HA4803669  
Qualified in New York County  
Commission Expires Dec. 31 2018

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LINCOLN 1816 TENANT LLC, a Delaware limited liability company

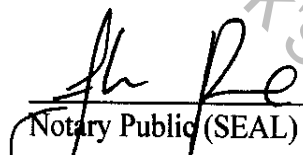
By: Lincoln 1816 Holdings LLC, a Delaware limited liability company, its sole Member

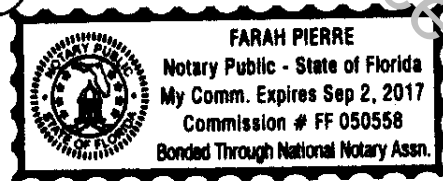
By: PL Lincoln LLC, a Delaware limited liability company, its Managing Member

By:   
Name: Jonathan Bennett  
Title: Managing Member

STATE OF Florida )  
COUNTY OF Miami Dade ) ss.

On the 20 of April, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Jonathan Bennett 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 and acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public (SEAL)

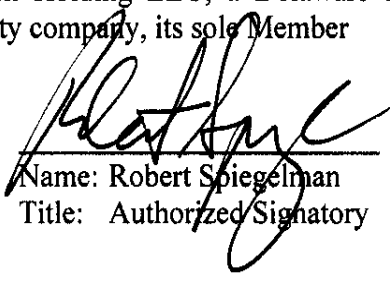


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**GROUND LANDLORD:**

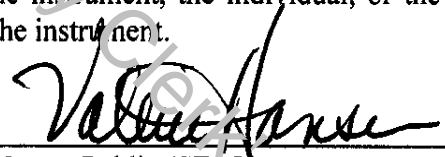
**NAKASH LINCOLN LLC**, a Delaware limited liability company

By: Nakash Holding LLC, a Delaware limited liability company, its sole Member

By:   
Name: Robert Spiegelman  
Title: Authorized Signatory

STATE OF N.Y. )  
COUNTY OF N.Y. ) ss.

On the 20 of APRIL, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Spiegelman 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 and acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public (SEAL)

**VALERIE HANSEN**  
Notary Public, State of New York  
No. 01HA4803669  
Qualified in New York County  
Commission Expires Dec. 31 2018

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LINCOLN 1816 LLC, a Delaware limited liability company

By: Lincoln 1816 Holdings LLC, a Delaware limited liability company, its sole Member

By: PL Lincoln LLC, a Delaware limited liability company, its Managing Member

By: [Signature]  
Name: Jonathan Bennett  
Title: Managing Member

STATE OF Florida )  
COUNTY OF Miami Dade ) ss.

On the 20 of April, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Jonathan Bennett 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 and acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]  
Notary Public (SEAL)



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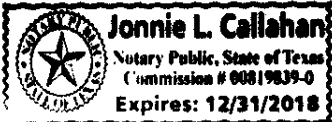
**FEE LENDER:**

**RELIUS II, LLC,**  
a Delaware limited liability company

By: *Summer Trejo*  
Name: Summer Trejo  
Title: Assistant Vice President

STATE OF TEXAS )  
COUNTY OF DALLAS ) ss.

On the 18 of April, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared SUMMERTREJO 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 and acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



*Jonnie L. Callahan*  
Notary Public (SEAL)

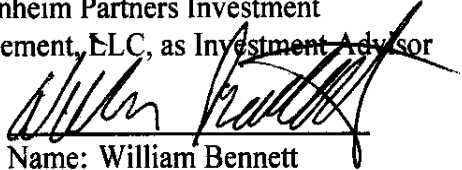


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**LEASEHOLD LENDER:**

**DELAWARE LIFE INSURANCE COMPANY,**  
a Delaware insurance company

By: Guggenheim Partners Investment  
Management, ELC, as Investment Advisor

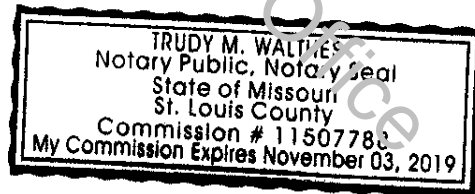
By:   
Name: William Bennett  
Title: Managing Director

Property of Cook County Clerk

STATE OF Missouri )  
COUNTY OF St. Louis ) ss.

On the 19<sup>th</sup> of April, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared William Bennett 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 and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public (SEAL)



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**DELAWARE LIFE INSURANCE COMPANY  
OF NEW YORK**, a New York stock life insurance  
company

By: Guggenheim Partners Investment  
Management, LLC, as Investment Advisor

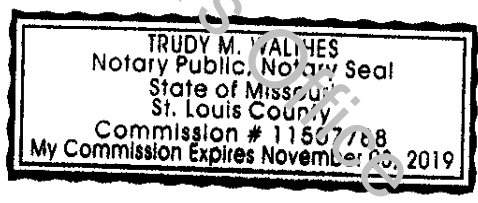
By: [Signature]  
Name: William Bennett  
Title: Managing Director

Property of Cook County Clerk's Office

STATE OF Missouri )  
  ) ss.  
COUNTY OF St. Louis )

On the 19<sup>th</sup> of April in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared William Bennett 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 and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature: Trudy M. Walther]  
Notary Public (SFAL)



# UNOFFICIAL COPY

Exhibit A  
Legal Description

PARCEL 1:

LOTS 1 AND 2 IN ASSESSORS' SECOND DIVISION OF BLOCK 47 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PARCEL 2:

THAT TRACT OR PARCEL OF LAND LYING EAST OF AND ADJOINING SAID LOTS 1 AND 2 AND WEST OF THE WEST LINE OF CLARK STREET, AS ESTABLISHED BY ORDINANCE PASSED BY THE COUNCIL OF THE CITY OF CHICAGO ON OCTOBER 11, 1875 AND APPROVED ON OCTOBER 15, 1875, IN COOK COUNTY ILLINOIS.

Tax Parcel 14-33-411-001-0000

Address - 1816 N. Clark, Chicago IL 60614

Property of Cook County Clerk's Office