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PREPARED BY AND AFTER

RECORDING RETURN TO:

GoodSmith Gregg & Unruh LLP
150 S. Wacker Drive, Suite 3150
Chicago, Illinois 60606
Attn.: Linda S. Schurman, Esq.



Doc# 1633319056 Fee \$72.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/28/2016 02:23 PM PG: 1 OF 18

Space above for Recorder's Use

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made as of November 22, 2016 by and among Bank of America, N.A., a national banking association as Administrative Agent for certain lenders under the Loan Agreement described below (together with its successors and assigns, "Administrative Agent") for the benefit of such lenders, having an address at 135 South LaSalle Street, Chicago, Illinois 60603, 110 N. Carpenter, LLC, a Delaware limited liability company, having an address at c/o Sterling Bay Companies, 1040 West Randolph Street, Chicago, Illinois 60607, and McDonald's Corporation., a Delaware corporation ("Tenant"), having an address at 2915 Jorie Boulevard, Oak Brook, Illinois 60523.

RECITALS

A. Tenant is the holder of a leasehold estate in a portion (the "Premises") of the property more particularly described on Exhibit A attached hereto (the "Property") under and pursuant to the provisions of that certain Amended and Restated Lease dated as of September 20, 2016 (as it may be supplemented and amended, the "Lease"), between 110 N. Carpenter, LLC, a Delaware limited liability company, as landlord (together with any successor landlord other than a Successor, "Landlord"), and Tenant, as tenant.

B. The Property is or is to be encumbered by one or more mortgages, deeds to secure debt or similar security agreements (collectively, the "Mortgage") from Landlord, or its successor in interest, in favor of the Administrative Agent for the benefit of the Lenders. The Mortgage is being made pursuant to that certain Construction Loan Agreement dated as of November 22, 2016 by and among Landlord, the Administrative Agent and the Lenders (the "Loan Agreement"). As used herein, the term "Loan Documents" shall have the meaning set forth in the Loan Agreement.

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C. Tenant has agreed to subordinate the Lease to the Mortgage and to the lien thereof and the Administrative Agent on behalf of the Lenders has agreed to grant non-disturbance to Tenant under the Lease; both on the terms and conditions hereinafter set forth.

AGREEMENT:

NOW, THEREFORE, in consideration of the covenants, terms, conditions, agreements, and demises herein contained, and in consideration of other good and valuable consideration, each to the other, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree, covenant, and warrant as follows:

1. Terms used but not defined herein which are defined in the Lease are used herein as defined in the Lease.

2. Subject to the terms and conditions of this Agreement, the Lease and all amendments, modifications, extensions, renewals or replacements thereof, are and shall be subject and subordinate to the Mortgage and the lien created thereby and to any advancements made thereunder.

3. So long as no Default by Tenant has occurred and is continuing under the Lease, Administrative Agent hereby covenants and agrees that if Administrative Agent or any other person (Administrative Agent or such other person, as successor to Landlord's interest in the Lease, being herein called a "**Successor**") obtains Landlord's interest in the Property by foreclosure of the Mortgage or purchase at foreclosure sale or by reason of any other enforcement of Administrative Agent's rights under the Mortgage, or by deed in lieu of foreclosure or by any other means involving the exercise of rights or remedies under any of the Loan Documents (a "**Succession Event**"), then, without limitation of the other terms and conditions of this Agreement:

(a) Successor shall succeed to Landlord's interest in the Lease and shall recognize the Lease and all of Tenant's rights thereunder, and the Lease shall continue in full force and effect for the unexpired balance (and any extensions, as and when exercised) of the Term of the Lease, with direct privity of estate and contract between, and for the benefit of, Successor and Tenant with the same force and effect and relative priority in time and right as though the Lease had been originally made directly between Successor and Tenant, subject to the terms of Section 9 and Section 19 below; and

(b) without limiting the rights of the "landlord" under the Lease and applicable law, Tenant's rights under the Lease, including its use, enjoyment and occupancy of the Premises, shall not be disturbed, diminished or interfered with, for any reason, by Successor or any person claiming by, through or under Successor, subject to the terms of the Lease.

4. Tenant shall concurrently give to Administrative Agent a copy of any Qualified Notice (as herein defined) given by Tenant to Landlord. The term "**Qualified Notice**" shall mean (i) any written notice of a Landlord default under the Lease given by Tenant to Landlord, including any written default notice which provides or asserts that Tenant intends to exercise, reserves the exercise of, exercises, or warns that it may exercise a right or remedy afforded it

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under the Lease or applicable laws, (ii) any written notice of termination of the Lease under Paragraphs 1(B), 9, and 11 of the Lease, or any other provision of the Lease expressly affording Tenant the right to terminate the Lease, given by Tenant to Landlord, (iii) any written notice under Paragraphs 1(B), 9, and 11 of the Lease given by Tenant to Landlord, (iv) any written notice given by Tenant to Landlord under any other provision of the Lease expressly affording Tenant a right of set-off, abatement or offset against the payment of Rent, given by Tenant to Landlord, and (v) any written notice given by Tenant to Landlord which provides or asserts that Tenant intends to exercise any so-called "self-help" rights under the Lease. For purposes of the foregoing, the term "written notice" (or words of similar import) given by Tenant to Landlord under the Lease (or any provision thereof) shall mean a written notice given by Tenant to Landlord pursuant to the notice requirements of Article 29 of the Lease.

5. If any event or act or omission (including those which constitute a default under the Lease) of Landlord (each or collectively a "**Potential Default**") would give Tenant the right, immediately or after lapse of a period of time or the giving of notice, to cancel or terminate the Lease (other than pursuant to a right of cancellation or termination expressly granted to Tenant in Paragraphs 9, and 11 of the Lease) or to abate or offset against payment of Rent (other than a right of abatement or offset expressly set forth in the Lease or the Work Letter, including, without limitation, any right expressly granted to Tenant in Paragraphs 1(B) or 23(B) of the Lease or Paragraph 3(g) of the Work Letter) or to claim a partial or total eviction, Tenant shall not be entitled to exercise such right, unless such act or omission shall have continued unremedied after the expiration of any grace and cure period provided to Landlord under the Lease and Administrative Agent, on behalf of the Lenders, shall have the right, but not the obligation to remedy such Potential Default, for a period of (a) with respect to any Potential Default which is capable of cure or remedy solely by the payment of money, ten (10) days after the expiration of any grace or cure period afforded to Landlord under the Lease (the "**Additional Monetary Cure Period**"), or (b) with respect to all other Potential Defaults, thirty (30) days after the expiration of the grace or cure period afforded Landlord under the Lease (the "**Additional Non-Monetary Cure Period**"); provided, however, that, in the event of a Potential Default that cannot be cured by Administrative Agent within the Additional Non-Monetary Cure Period because possession of the Property is necessary to effect such cure within such time and Administrative Agent, on behalf of Lenders, does not have possession of the Property, then Tenant shall not have the right to terminate the Lease (other than pursuant to Paragraphs 9 or 11 of the Lease) so long as Administrative Agent, on behalf of Lenders, has commenced such cure within the Additional Non-Monetary Cure Period (as evidenced by the commencement of foreclosure proceedings, the application for the appointment of a receiver and/or the commencement of other proceedings necessary to acquire possession of the Property in order to effect such cure) and is thereafter diligently pursuing the same to completion; and provided, further, that in the event that the Potential Default in question has caused the Premises or any portion thereof to be substantially unusable such that the same cannot reasonably be used and occupied by Tenant in the ordinary and normal course of its business with no material or adverse disruption in work environment, and in accordance with applicable Laws, for any reason whatsoever, including (without limitation) by reason of (i) the condition of the Premises, (ii) lack of or material impairment to access, electricity, HVAC or water service, or (c) any failure of the air quality in the Premises to comply with applicable Laws, then (without limiting (but without duplication of) Tenant's other rights of abatement in the Lease, including Paragraph 23(B) thereof) Tenant shall have the right to a full abatement of Rent with respect to the Premises (or

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the portion thereof so rendered unusable for Tenant's normal business purposes), during the period commencing on the date the Premises (or such portion thereof) first becomes so substantially unusable for Tenant's normal business purposes and ending on the date that the Premises (or such portion thereof) is again rendered usable for Tenant's normal business purposes. The additional periods of time permitted for Administrative Agent to cure Potential Defaults pursuant to this Section 5 shall not apply to any termination right expressly granted to Tenant under Paragraphs 9 and 11 of the Lease, or any express right of Tenant to a credit, abatement or offset of or against Rent as set forth in the Lease or the Work Letter including, without limitation, any right expressly granted to Tenant in Paragraphs 1(B) or 23(B) of the Lease or Paragraph 3(g) of the Work Letter; provided, that in any such cases, Administrative Agent shall have the same grace or cure periods as are provided to Landlord under the Lease, and Tenant shall accept any cure by Administrative Agent, on behalf of the Lenders, as and to the same extent as if cured by Landlord.

6. If the interests of Landlord under the Lease shall be transferred to a Successor by reason of a Succession Event prior to the expiration or earlier termination of the Lease, then Tenant hereby covenants and agrees to make full and complete attornment to the Successor as substitute landlord upon the same terms, covenants and conditions as provided in the Lease (subject to Section 3 above and Section 9 and Section 19 below) so as to establish direct privity of estate and contract between the Successor and Tenant for the unexpired balance (and any extensions, as and when exercised) of the Term of the Lease, with the same force and effect and relative priority in time and right as though the Lease had been originally made directly between Successor and Tenant; except, that (subject to Section 17 below) Tenant shall be under no obligation to pay Rent to the Successor until Tenant receives written notice from Administrative Agent on behalf of Lenders that a Succession Event has occurred. Tenant will thereafter make all Rent payments due under the Lease directly to Successor, as the substitute landlord thereunder and Landlord hereby consents thereto.

7. Tenant waives all joinder and/or service of process in any action by Administrative Agent, on behalf of Lenders, to foreclose the Mortgage or any action at law by Administrative Agent, on behalf of Lenders, to acquire the Landlord's interest in the Premises or Property. Unless required by law or to perfect Administrative Agent's interest in the property subject to the Mortgage, and so long as no Default by Tenant has occurred and is continuing under the Lease, Administrative Agent shall not name Tenant in any such action and if Tenant is required to be so named then, except as expressly provided herein, none of Tenant's rights under the Lease or this Agreement shall be affected in such action and Tenant shall not be required to bear any unreimbursed costs or expenses associated with being named in such action. Prior to commencing any foreclosure, Administrative Agent, on behalf of Lenders, shall furnish to Tenant written notice of such foreclosure; but Administrative Agent's failure to do so shall not impair the validity of Administrative Agent's foreclosure or the terms of this Agreement.

8. The provisions of this Agreement shall be covenants running with the Land, and shall be binding upon and inure to the benefit of the respective parties hereto and their respective heirs, executors, administrators, beneficiaries, successors and assigns (without affecting the limitations on Tenant's rights to assign the Lease under Article 20 thereof), including, without limitation, any person who shall obtain, directly or by assignment or conveyance: (a) any interest in the Mortgage; (b) any certificate or deed of purchase following foreclosure of the

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Mortgage; (c) any certificate of redemption following such foreclosure; or (d) title to the Property through a Succession Event.

9. If a Succession Event shall occur (the date of such Succession Event being herein called the "**Succession Date**"), the Successor shall not be:

(a) Liable for any act or omission of any prior landlord under the Lease; except that the Successor shall be fully responsible and liable under and to the extent provided in the Lease for: (i) the payment of any unpaid or unfunded Tenant Allowance (as such term is defined in the Work Letter), regardless of whether the obligation to fund and/or pay such amount shall have arisen prior to, on or after the Succession Date; (ii) the correction of any physical conditions existing on the Succession Date which are in violation of the Lease (including any failure to perform any Landlord obligations under Paragraph 8(B) of the Lease), even if such physical condition(s) arose out of an act or omission prior to the Succession Date, and repairs to the Premises or the Building as a result of fire or other casualty or a partial condemnation pursuant to the terms of Articles 9 and 11 of the Lease which remain to be completed (and/or commenced) as of the Succession Date even if the events or circumstances giving rise to the need for such repairs occurred prior to the Succession Date; (iii) the obligation to perform and complete the Shell and Core Work, as provided in the Lease and the Work Letter, and (iv) all events, acts and omissions that occur on or after the Succession Date; provided that Successor's liability for failure to perform and complete the Shell and Core Work shall be limited to the money damages described in Section 1(B)(6)(v) of the Lease; and provided further that if Successor has liability for money damages pursuant to this Section 9 and the Lease has not been terminated, Tenant shall exercise its remedies for such damages against any Successor or the Land or Improvements for any correction or repairs pursuant to clause (ii) above for improvements which constitute Shell and Core Work or for any failure to perform or complete the Shell and Core Work by exercising its rights of setoff in accordance with Section 23(B) of the Lease and the terms thereof and this Agreement; or

(b) Bound by any amendment or modification of the Lease (or other agreement with Landlord) which (i) grants any material concession with respect to the Lease, or (ii) reduces the Rent payable thereunder, or (iii) grants Tenant any right to cancel, terminate, surrender or extend the Lease, or (iv) cancels, terminates, accepts a surrender of or extends the Lease, unless Administrative Agent, on behalf of Lenders, shall have consented to such amendment or modification (or agreement) or such amendment or modification (or agreement) is provided for in the Lease (such as, by way of example and not limitation, a supplement memorializing the exercise by Tenant of any of its extension or contraction rights under Article 34 of the Lease) or Administrative Agent's consent is not required to such amendment or modification (or agreement) pursuant to the Loan Documents; or

(c) Bound by any prepayment of Rent; or

(d) Except as provided below in this Section 9, bound by any defenses of Tenant that would permit Tenant not to comply with its duties and obligations under the

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Lease arising from and after the Succession Date by reason of events that occurred prior to the Succession Date; or

(e) Liable for the payment or return of any security deposit or letter of credit evidencing a security deposit, unless actually received by Successor;

provided, however, that, notwithstanding the foregoing, but subject to Sections 4 and 5 above, (A) Tenant's right to any Rent abatement, Rent offset, Rent setoff, and/or Rent credit expressly provided for in the Lease and/or the Work Letter (including, without limitation, Paragraph 23(B) of the Lease), whenever accruing, shall be binding upon the Successor, regardless of whether the acts or omissions giving rise thereto occurred before or after the Succession Date or were the acts or omissions of the Successor or any prior landlord under the Lease, and (B) the Successor shall be obligated to credit Tenant for any overpayment by Tenant of Operating Expenses or Taxes for any prior period, to the extent the "landlord" is responsible for doing so under the Lease. Tenant shall continue to have any termination rights under Paragraphs 1(B), 9, and 11 of the Lease (subject to the terms and conditions of Sections 4 and 5 above).

10. Tenant hereby acknowledges that the Landlord has assigned the Lease to Administrative Agent, on behalf of Lenders, as security for the Loan, and Tenant covenants and agrees for the benefit and reliance of Administrative Agent, on behalf of Lenders, that, notwithstanding anything to the contrary contained in the Lease, after the date hereof, Tenant will not, without the express written consent of Administrative Agent, cancel or terminate the Lease other than (i) pursuant to a right of cancellation or termination expressly set forth in the Lease (including, without limitation, Paragraphs 1(B), 9, and 11 of the Lease) (but subject, in any event, to the terms and conditions of Sections 4 and 5 above), or (ii) as permitted by Section 5 above (but subject, in any event, to the terms and conditions of Sections 4 and 5 above).

11. Administrative Agent, on behalf of Lenders, hereby consents to the execution, delivery and performance by Landlord of the Lease. Tenant acknowledges Landlord's execution and delivery of the Mortgage and agrees that nothing in Article 24 of the Lease shall limit the transfer of the Property as a result of a foreclosure of the Mortgage or deed in lieu thereof or any subsequent transfer of the Property.

12. Notwithstanding anything to the contrary in this Agreement or the Lease, neither Administrative Agent, on behalf of Lenders, nor any Successor shall have any liability under the Lease unless and until it succeeds to Landlord's interest pursuant to Section 3 hereof, in which case Administrative Agent's or such Successor's liability as landlord shall be limited pursuant to the terms of Paragraph 24(B) of the Lease.

13. Any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be in writing, addressed as follows, and shall be deemed to have been properly given if: (a) mailed by first class United States Postal Service registered or certified mail, postage prepaid, with return receipt requested, (b) delivered in person to the intended addressee, (c) tendered for next business day delivery to a nationally recognized overnight courier service, in each case, addressed as follows:

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If to Tenant:

PRIOR TO THE COMMENCEMENT DATE:

McDonald's Corporation
2915 Jorie Boulevard
Oak Brook, Illinois 60523
Attn: U.S. Legal Department, Dept. #091, L/C: 012-9700

with copies to:

McDonald's Corporation
2915 Jorie Boulevard
Oak Brook, Illinois 60523
Attn: Corp VP, Workplace Solutions

and:

Holland & Knight LLP
131 South Dearborn Street, 30th Floor
Chicago, Illinois 60603
Attn: James Mayer

AFTER THE COMMENCEMENT DATE:

McDonald's Corporation
110 N. Carpenter Street
Chicago, Illinois 60607
Attn: U.S. Legal Department, Dept. #091, L/C: 012-9700

with copies to:

McDonald's Corporation
110 N. Carpenter Street
Chicago, Illinois 60607
Attn: Corp VP, Workplace Solutions, L/C: 012-9700

and:

Holland & Knight LLP
131 South Dearborn Street, 30th Floor
Chicago, Illinois 60603
Attn: James Mayer

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If to Landlord:

c/o Sterling Bay Companies
 1040 West Randolph Street
 Chicago, Illinois 60607
 Attn: Dean Marks

with copies to:

Dentons US LLP
 233 South Wacker Drive, Suite 5900
 Chicago, Illinois 60606
 Attn: Patrick G. Moran

If to Administrative Agent:

Bank of America, N.A.
 135 South LaSalle Street
 Mail Code: IL4-135-06-30
 Chicago, Illinois 60603
 Attn: Seamus O'Mahoney

or at such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. Notices shall be considered given upon the earlier to occur of: (i) actual receipt or the date delivery is refused; or (ii) the third (3rd) business day following the date of such mailing (or as of any earlier delivery dated evidenced by a receipt the U.S. Postal Service); or (iii) one (1) business day after tender deposit for next business day delivery to a nationally recognized overnight courier service. In the event that the Tenant hereunder shall at any time consist of more than one (1) person or entity, then any notice sent by any of the persons or entities so comprising the Tenant shall be binding on the Tenant hereunder and all of the persons or entities so comprising the Tenant (and, in the event of conflicting notices from the persons or entities comprising the Tenant, Landlord and Administrative Agent shall be permitted to rely on the first notice received by Landlord or Administrative Agent (as applicable) from any person or entity comprising the Tenant with respect to the subject matter of such conflict). In the event that the Landlord hereunder shall at any time consist of more than one (1) person or entity, then any notice sent by any of the persons or entities so comprising the Landlord shall be binding on the Landlord hereunder and all of the persons or entities so comprising the Landlord (and, in the event of conflicting notices from the persons or entities comprising the Landlord, Tenant and Administrative Agent shall be permitted to rely on the first notice received by Tenant or Administrative Agent (as applicable) from any person or entity comprising the Landlord with respect to the subject matter of such conflict). Administrative Agent shall act on behalf of the Lenders and any notice sent by Administrative Agent shall be binding on the Lenders hereunder and all of the persons or entities so comprising the Lenders.

14. This Agreement contains the entire agreement between or among the parties hereto with respect to the subject matter hereof. No variations, modifications or changes herein

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or hereof shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party.

15. This instrument may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties hereto had signed the same document. All of such counterparts shall be construed together and shall constitute one instrument, but in making proof, it shall only be necessary to produce one such counterpart.

16. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. Except as provided in Recital A above with respect to "Landlord," the words, "Administrative Agent," "Landlord" and "Tenant" shall include their heirs, executors, administrators, beneficiaries, successors and assigns.

17. Upon the occurrence of a default under any of the Loan Documents, Administrative Agent, on behalf of Lenders, shall be entitled, upon written notice to Tenant, to receive all Rent and other amounts then due under the Lease and thereafter accruing, and this Section 17 shall constitute a direction by Landlord to and full authority to Tenant to pay all such amounts to Administrative Agent for the benefit of Lenders without proof of the default relied upon, and Landlord hereby expressly waives all claims against Tenant for complying with the terms of this Section 17. Tenant is hereby irrevocably authorized by Landlord to rely upon and comply with (and shall be fully protected in so doing) any notice or demand by Administrative Agent, on behalf of Lenders for the payment to Administrative Agent for the benefit of Lenders of any Rent or other sums which may be or thereafter become due under the Lease or for the performance of Tenant's undertakings under the Lease and shall have no right or duty to inquire as to whether any default under the Mortgage or any other Loan Documents has actually occurred or is then existing. Prior to the receipt of any such notice or demand from Administrative Agent on behalf of Lenders (or after the withdrawal of any such notice or demand from Administrative Agent), Tenant shall be authorized to pay all Rent and other sums under the Lease to or as directed by Landlord and Tenant shall be fully protected in doing so, regardless of the application thereof by Landlord. Nothing in this Section 17 is intended, as between Administrative Agent and Landlord, to modify any of the terms and provisions set forth in the Mortgage or any other Loan Document.

18. The terms of Paragraph 24(B) of the Lease are hereby incorporated herein solely for the benefit of Landlord and any Successor.

19. Notwithstanding anything to the contrary set forth in Paragraph 39.A of the Lease, the rights of Tenant under said Paragraph 39.A shall be subject and subordinate to the repayment in full of the amounts secured by the Mortgage, and Tenant shall have no rights under said Paragraph 39.A in the event of a transfer of the Land and Building resulting from a foreclosure of the Mortgage or a deed in lieu thereof other than the right under said Paragraph 39.A (if any) to participate in any foreclosure sale proceeds remaining after payment in full of the amounts secured by the Mortgage (without giving effect to any discharge thereof as a result of such foreclosure proceeding). In the event of any such foreclosure or deed in lieu of foreclosure, the

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provisions of said Paragraph 39.A shall be automatically terminated and of no further force and effect.

20. Tenant agrees, at any time and from time to time but not more frequently than once per calendar year, upon not less than ten (10) business days prior written notice from Administrative Agent, to execute and deliver an Estoppel Certificate in the form attached as Exhibit M to the Lease, as the same may be modified by Tenant to reflect the then-current status of the facts stated therein.

[Signature Pages Follow]

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IN WITNESS WHEREOF, Administrative Agent, Landlord and Tenant have duly executed this Agreement as of the date first above written.

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A.

By: David Decker
Name: David Decker
Title: Senior Vice President

TENANT:

MCDONALD'S CORPORATION, a Delaware corporation

By: _____
Name: _____
Title: _____

LANDLORD:

110 N. CARPENTER, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Administrative Agent, Landlord and Tenant have duly executed this Agreement as of the date first above written.

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A.

By: _____
Name: _____
Title: _____

TENANT:

MCDONALD'S CORPORATION, a Delaware corporation

By: _____
Name: Mahruth S. Hussain
Title: Vice President - U.S. General Counsel

LANDLORD:

110 N. CARPENTER, LLC, a Delaware limited liability company

By: _____
Name: Andrew Gloor
Title: Authorized Signatory

Property of COOK County Clerk's Office

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IN WITNESS WHEREOF, Administrative Agent, Landlord and Tenant have duly executed this Agreement as of the date first above written.

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A.

By: _____

Name: _____

Title: _____

TENANT:

MCDONALD'S CORPORATION, a Delaware corporation

By: _____

Name: _____

Title: _____

LANDLORD:

110 N. CARPENTER, LLC, a Delaware limited liability company

By: _____

Name: Andrew Gloor

Title: Authorized Signatory

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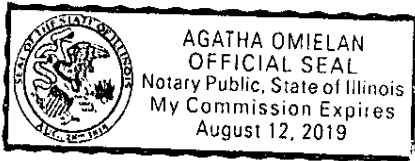
LANDLORD ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF COOK)

I, Agatha Omielan, a Notary Public in and for and residing in said Country and State, DO HEREBY CERTIFY THAT Andrew Gloor, the Authorized Signatory of 110 N. Carpenter, LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as said Authorized Signatory, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21st day of November, 2016.

Agatha Omielan
 Notary Public



My Commission Expires:
August 12, 2019

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TENANT ACKNOWLEDGMENT

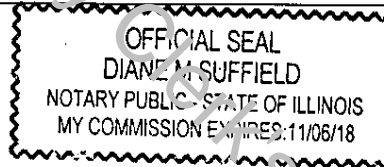
STATE OF Illinois)
) SS
 COUNTY OF DuPage)

I, Diane M. Suffield, a Notary Public in and for and residing in said Country and State, DO HEREBY CERTIFY THAT Mahrokh S. Hussain, the V.P. + U.S. General Counsel of McDonald's Corporation a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as said V.P. + U.S. General Counsel, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21 day of November, 2016.

Diane M. Suffield
 Notary Public

My Commission Expires: 11/6/18



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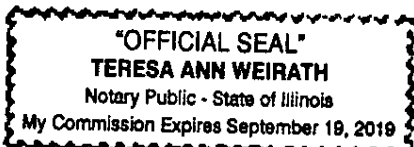
LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
COUNTY OF COOK)

I, Teresa A Weirath, a Notary Public in and for and residing in said Country and State, DO HEREBY CERTIFY THAT David Neke, the SVP of Bank of America, N.A., a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as said SVP, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21 day of November, 2016.

Teresa Ann Weirath
Notary Public



My Commission Expires:
09/18/2019

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 7 (EXCEPT THE NORTH 10 FEET THEREOF) AND LOTS 8, 11 AND 12 AND THE EAST ½ OF LOT 16, AND LOTS 17 AND 18 ALL IN BLOCK 42 IN CARPENTER'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE SOUTH 19 FEET OF LOT 6 AND ALL OF LOTS 9, 10, 13, 14 AND 15 AND THE WEST ½ OF LOT 16 ALL IN BLOCK 42 IN CARPENTER'S ADDITION TO CHICAGO BEING A SUBDIVISION OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

ALL THAT PART OF THE EAST/WEST 10 FOOT PUBLIC ALLEY NOW VACATED, BY ORDINANCE RECORDED AUGUST 8, 2000 AS DOCUMENT 00604708, BEING DESCRIBED AS FOLLOWS: THAT PART OF LOT 6 LYING NORTH OF THE NORTH LINE OF THE SOUTH 19 FEET OF LOT 6 AND THE NORTH 10 FEET OF LOT 7 IN BLOCK 42 IN CARPENTER'S ADDITION TO CHICAGO BEING A SUBDIVISION OF THE SOUTHEAST ¼ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 4:

LOTS 1 AND 2 (EXCEPT THE NORTH 35 FEET TAKEN FOR WIDENING RANDOLPH STREET) ALL IN BLOCK 42 IN CARPENTER'S ADDITION TO CHICAGO BEING A SUBDIVISION OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 5:

LOT 3 (EXCEPT FOR THE WEST 20 FEET AND NORTH 35 FEET THEREOF) IN BLOCK 42 IN CARPENTER'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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PARCEL 6:

THE WEST 20 FEET OF LOT 3 AND ALL OF LOTS 4 AND 5, INCLUSIVE, (EXCEPT THE NORTH 35 FEET TAKEN FOR WIDENING RANDOLPH STREET), ALL IN BLOCK 42 IN CARPENTER'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Tax Parcel Numbers: 17-08-437-005-0000, 17-08-437-006-0000, 17-08-437-007-0000, 17-08-437-009-0000, 17-08-437-010-0000, 17-08-437-012-0000, 17-08-437-016-0000, 17-08-437-017-0000, 17-08-437-018-0000

Property Commonly known as: 110 N. Carpenter Street, Chicago, IL 60607

Property of Cook County Clerk's Office