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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 05/02/2018 10:05 AM PG: 1 OF 12

SUBORDINATION, NONDISTURBANCE AND  
ATTORNEY AGREEMENT

*8985905 LK 10/11*

Property of Cook County Clerk's Office

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GOULSTON & STORRS PC  
885 THIRD AVENUE  
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## SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT

This SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT (this "Agreement") is entered into as of April 11, 2018 (the "Effective Date"), between BANK OF AMERICA, N.A., a national banking association, as Administrative Agent ("Administrative Agent"), on behalf of the lenders (collectively, "Lenders") party to that certain Loan Agreement defined in the Mortgage (defined below), whose address is One Bryant Park, 35th Floor, New York, New York 10036, Attention: Commercial Real Estate Banking, and TRUE VALUE COMPANY, a Delaware corporation ("Tenant"), whose address is 8600 W Bryn Mawr Avenue, Suite 100S, 200, 300, and 400S, Chicago, Illinois, 60631, with reference to the following facts:

A. AGG Presidents Owner LLC, a Delaware limited liability company, whose address is c/o Angelo Gordon & Co., L.P., 245 Park Avenue, 25th Floor, New York, New York 10167 ("Landlord"), owns the real property located at 8600-8700 W Bryn Mawr Avenue, Chicago, Illinois (such real property, including all buildings, improvements, structures and fixtures located thereon, "Landlord's Premises"), as more particularly described in Schedule A.

B. Tenant has been advised that Lenders have made a loan to Landlord in the original principal amount of up to \$112,256,000.00 (the "Loan"), all as provided in and subject to the terms and conditions set forth in the Loan Documents (as hereinafter defined).

C. To secure the Loan, Landlord has encumbered Landlord's Premises by entering into that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated April 13, 2018, for the benefit of Administrative Agent, on behalf of the Lenders to be recorded in the Official Records of Cook County, Illinois (the "Official Records").

D. Pursuant to an Office Lease, dated as of April 7, 1995, as amended on April 10, 1997, January 15, 2004, October 21, 2005, October 9, 2006, September 9, 2008, September 14, 2009, January 1, 2011 and January 1, 2017 (as may be further amended, modified, extended, supplemented, or restated from time to time, the "Lease"); Landlord demised to Tenant a portion of Landlord's Premises ("Tenant's Premises"). Tenant's Premises are commonly known as Suite 100S, 200, 300, and 400S.

E. A memorandum of the Lease was recorded in the Official Records on April 18, 1995, as Document No. 95256102.

F. Tenant and Administrative Agent desire to agree upon the relative priorities of their interests in Landlord's Premises and their rights and obligations if certain events occur.

**NOW, THEREFORE**, for good and sufficient consideration and intending to be legally bound hereby, Tenant and Administrative Agent agree:

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

1.1 "Civil Asset Forfeiture Reform Act" means the Civil Asset Forfeiture Reform Act of 2000 (18 U.S.C. Sections 983 et seq.), as amended from time to time, and any successor statute.

1.2 "Construction-Related Obligation(s)" means any obligation of Landlord under the Lease to make, pay for, or reimburse Tenant for any alterations, demolition, or other improvements or work at Landlord's Premises, including Tenant's Premises. Construction-Related Obligations shall not include:

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(a) reconstruction or repair following fire, casualty or condemnation; or (b) day-to-day maintenance and repairs.

1.3 “Controlled Substances Act” means the Controlled Substances Act (21 U.S.C. Sections 801 et seq.), as amended from time to time, and any successor statute.

1.4 “Foreclosure Event” means: (a) foreclosure under the Mortgage, whether by judicial action or pursuant to nonjudicial proceedings; (b) any other exercise by Administrative Agent of rights and remedies (whether under the Mortgage or under applicable law, including bankruptcy law) under the Loan Documents and/or the Mortgage, as a result of which any Successor Landlord becomes owner of Landlord’s Premises; or (c) delivery by Landlord to Administrative Agent (or its designee or nominee) of a deed or other conveyance of Landlord’s interest in Landlord’s Premises in lieu of any of the foregoing.

1.5 “Former Landlord” means Landlord and any other party that was landlord under the Lease at any time before the occurrence of any attornment under this Agreement.

1.6 “Loan Documents” mean the Mortgage and any other document now or hereafter evidencing, governing, securing or otherwise executed in connection with the Loan, including any promissory note and/or loan agreement, pertaining to the repayment or use of the Loan proceeds or to any of the real or personal property, or interests therein, securing the Loan, as such documents or any of them may have been or may be from time to time hereafter renewed, extended, supplemented, increased or modified. This Agreement is a Loan Document.

1.7 “Offset Right” means any right or alleged right of Tenant to any offset, defense (other than one arising from actual payment and performance, which payment and performance would bind a Successor Landlord pursuant to this Agreement), claim, counterclaim, reduction, deduction, or abatement against Tenant’s payment of Rent or performance of Tenant’s other obligations under the Lease, arising (whether under the Lease or other applicable law) from Landlord’s breach or default under the Lease.

1.8 “Rent” means any fixed rent, base rent or additional rent under the Lease.

1.9 “Successor Landlord” means any party that becomes owner of Landlord’s Premises as the result of a Foreclosure Event.

1.10 “Termination Right” means any right of Tenant to cancel or terminate the Lease or to claim a partial or total eviction arising (whether under the Lease or under applicable law) from Landlord’s breach or default under the Lease.

2. Subordination. Subject to the terms hereof, the Lease, including all rights of first refusal, purchase options and other rights of purchase, shall be, and shall at all times remain, subject and subordinate to the Mortgage, the lien and security interest imposed by the Mortgage and the right to enforce such lien or security interest, and all advances made under or secured by the Loan Documents. Tenant hereby intentionally and unconditionally subordinates the Lease and all of Tenant’s right, title and interest thereunder and in and to Landlord’s Premises to the lien of the Mortgage and all of Administrative Agent’s rights and remedies thereunder, and agrees that the Mortgage shall unconditionally be and shall at all times remain a lien on Landlord’s Premises prior and superior to the Lease.

3. Nondisturbance; Recognition; and Attornment.

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3.1 No Exercise of Mortgage Remedies Against Tenant. So long as the Lease has not been terminated on account of Tenant's default that has continued beyond applicable cure periods (an "Event of Default"), Administrative Agent shall not name or join Tenant as a defendant in any judicial action or proceeding that is commenced pursuant to the exercise of Administrative Agent's rights and remedies arising upon a Default (as defined in the Loan Agreement, as defined in the Mortgage) by Landlord under the Mortgage unless (a) applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or in order to prosecute or otherwise fully enforce such rights and remedies; or (b) such joinder of Tenant is required for the recovery by Administrative Agent of any Rent at any time owing by Tenant under the Lease, whether pursuant to the assignment of rents set forth in the Mortgage or otherwise; or (c) such joinder is required in order to enforce any right of Administrative Agent to enter Landlord's Premises for the purpose of making any inspection or assessment, or in order to protect the value of Administrative Agent's security provided by the Mortgage. In any instance in which Administrative Agent is permitted to join Tenant as a defendant as provided above, Administrative Agent agrees not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement in or pursuant to such action or proceeding, unless an Event of Default by Tenant has occurred and is continuing. The foregoing provisions of this Section shall not be construed in any manner that would prevent Administrative Agent from (i) carrying out any nonjudicial foreclosure proceeding under the Mortgage, or (ii) obtaining the appointment of a receiver for the Landlord's Premises, in each case, as and when permitted under applicable law.

3.2 Nondisturbance and Attornment. If the Lease has not been terminated on account of an Event of Default by Tenant, then, when Successor Landlord takes title to Landlord's Premises: (a) Successor Landlord shall not terminate or disturb Tenant's possession of Tenant's Premises under the Lease, except in accordance with the terms of the Lease and this Agreement; (b) Successor Landlord shall be bound to Tenant under all the terms and conditions of the Lease (except as provided in this Agreement); (c) Tenant shall recognize and attorn to Successor Landlord as Tenant's direct landlord under the Lease as affected by this Agreement; and (d) the Lease shall continue in full force and effect as a direct lease, in accordance with its terms (except as provided in this Agreement), between Successor Landlord and Tenant.

3.3 Use of Proceeds. Administrative Agent, in making any advances of the Loan pursuant to any of the Loan Documents, shall be under no obligation or duty to, nor has Administrative Agent or any Lender represented to Tenant that it will, see to the application of such proceeds by the person or persons to whom such advances are disbursed, and any application or use of such proceeds for purposes other than those provided for in any Loan Document shall not defeat Tenant's agreement to subordinate the Lease in whole or in part as set forth in this Agreement.

3.4 Further Documentation. The provisions of this Article shall be effective and self-operative without any need for Successor Landlord or Tenant to execute any further documents. Tenant and Successor Landlord shall, however, confirm the provisions of this Article in writing upon request by either of them.

3.5 Default Under Mortgage. In the event that Administrative Agent notifies Tenant of a Default under the Mortgage and demands that Tenant pay its rent and all other sums due under the Lease directly to Administrative Agent, Tenant shall honor such demand and pay the full amount of its rent and all other sums due under the Lease directly to Administrative Agent, without offset, or as otherwise required pursuant to such notice beginning with the payment next due after such notice of Default, without inquiry as to whether a Default actually exists under the Mortgage and notwithstanding any contrary instructions of or demands from Landlord. The consent and approval of Landlord to this Agreement shall constitute an express authorization for Tenant to make such payments to Administrative

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Agent and a release and discharge of all liability of Tenant to Landlord for any such payments made to Administrative Agent in compliance with Administrative Agent's written demand.

4. Protection of Successor Landlord. Notwithstanding anything to the contrary in the Lease or the Mortgage, Successor Landlord shall not be liable for or bound by any of the following matters:

4.1 Claims Against Former Landlord. Any Offset Right that Tenant may have against any Former Landlord relating to any event or occurrence before the date of attornment, including any claim for damages of any kind whatsoever as the result of any breach by Former Landlord that occurred before the date of attornment, except that Administrative Agent for itself and on behalf of the Lenders, agrees to recognize Tenant's Offset Rights set forth in the Work Letter attached as Exhibit B to the Seventh Amendment to Lease dated made to be effective as of January 1, 2017 (the "Work Letter"). (The foregoing shall not limit either (a) Tenant's right to exercise against Successor Landlord any Offset Right otherwise available to Tenant because of events occurring after the date of attornment, subject to Section 4.7 hereof, or (b) Successor Landlord's obligation to correct any conditions that existed as of the date of attornment of which Administrative Agent or such Successor Landlord has been given notice of in accordance with the terms hereof, which violate Successor Landlord's obligations as landlord under the Lease or, subject to this Section 4, to perform any other covenants or obligations that exist as of the date of attornment and the failure of which would violate Successor Landlord's obligations as landlord under the Lease.)

4.2 Acts or Omissions of Former Landlord. Any act, omission, default, misrepresentation, or breach of warranty, of any previous landlord (including Former Landlord) or obligations accruing prior to Successor Landlord's actual ownership of the Property. (The foregoing shall not limit either (a) Tenant's right to exercise against Successor Landlord any rights otherwise available to Tenant because of events occurring after the date of attornment, or (b) Successor Landlord's obligation to correct any conditions that existed as of the date of attornment of which Administrative Agent or such Successor Landlord has been given notice of in accordance with the terms hereof, which violate Successor Landlord's obligations as landlord under the Lease or, subject to this Section 4, to perform any other covenants or obligations that exist as of the date of attornment and the failure of which would violate Successor Landlord's obligations as landlord under the Lease.)

4.3 Prepayments. Any payment of Rent that Tenant may have made to Former Landlord more than thirty (30) days before the date such Rent was first due and payable under the Lease with respect to any period after the date of attornment other than, and only to the extent that, the Lease expressly required such a prepayment or Administrative Agent or Successor Landlord received or had control over such Rent.

4.4 Payment; Security Deposit. Any obligation (a) to pay Tenant any sum(s) that any Former Landlord owed to Tenant, or (b) with respect to any security deposited with Former Landlord, unless such security was actually delivered to Administrative Agent. This Section is not intended to apply to Landlord's obligation to make any payment that constitutes a Construction-Related Obligation.

4.5 Modification; Amendment; or Waiver. Any modification or amendment of the material terms of the Lease (meaning changes to rent, the term, the size of the premises, the use of the premises, or any other change that would reduce or shorten any economic obligations of Tenant under the Lease or materially impair Landlord's rights under the Lease), or any waiver of any material terms of the Lease, made without Administrative Agent's written consent.



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4.6 Surrender; Etc. Any consensual or negotiated surrender, cancellation, or termination of the Lease, in whole or in part, agreed upon between Landlord and Tenant, unless effected unilaterally by Tenant pursuant to the express terms of the Lease.

4.7 Construction-Related Obligations. Any Construction-Related Obligation of Landlord under the Lease. Notwithstanding the foregoing, Successor Landlord agrees to recognize the Tenant's Offset Rights set forth in the Work Letter subject to the terms and conditions of the Lease, provided the aggregate amount of such offset shall not exceed \$2,289,751.99.

5. Exculpation of Successor Landlord. Notwithstanding anything to the contrary in this Agreement or the Lease, upon any attornment pursuant to this Agreement the Lease shall be deemed to have been automatically amended to provide that Successor Landlord's obligations and liability under the Lease shall never extend beyond Successor Landlord's (or its successors' or assigns') interest, if any, in Landlord's Premises from time to time, including insurance and condemnation proceeds, Successor Landlord's interest in the Lease, and the proceeds from any sale or other disposition of Landlord's Premises by Successor Landlord (collectively, "Successor Landlord's Interest"). Tenant shall look exclusively to Successor Landlord's Interest (or that of its successors and assigns) for payment or discharge of any obligations of Successor Landlord under the Lease as affected by this Agreement. If Tenant obtains any money judgment against Successor Landlord with respect to the Lease or the relationship between Successor Landlord and Tenant, then Tenant shall look solely to Successor Landlord's Interest (or that of its successors and assigns) to collect such judgment. Tenant shall not collect or attempt to collect any such judgment out of any other assets of Successor Landlord. In addition to any limitation of liability set forth in this Agreement, Administrative Agent, Lenders and/or their successors and assigns shall under no circumstances be liable for any incidental, consequential, punitive, or exemplary damages.

6. Administrative Agent's Right to Cure.

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

6.2 Administrative Agent's Cure Period. After Administrative Agent receives a Default Notice, Administrative Agent shall have a period of thirty (30) days beyond the time available to Landlord under the Lease in which to cure the breach or default by Landlord. Administrative Agent shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Landlord, except to the extent that Administrative Agent agrees or undertakes otherwise in writing.

6.3 Extended Cure Period. In addition, as to any breach or default by Landlord the cure of which requires possession and control of Landlord's Premises and such breach or default does not materially impair the use of the Leased Premises by Tenant, provided only that Administrative Agent undertakes to Tenant by written notice to Tenant within thirty (30) days after receipt of the Default Notice to exercise reasonable efforts to cure or cause to be cured by a receiver such breach or default within the period permitted by this Section, Administrative Agent's cure period shall continue for such additional time (the "Extended Cure Period") as Administrative Agent may reasonably require to either (a) obtain possession and control of Landlord's Premises and thereafter cure the breach or default with reasonable diligence and continuity, or (b) obtain the appointment of a receiver and give such receiver a reasonable period of time in which to cure the default. In no event shall such Extended Cure Period exceed ninety (90) days.

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7. Confirmation of Facts. Tenant represents to Administrative Agent on behalf of the Lenders and to any Successor Landlord, in each case as of the Effective Date:

7.1 Effectiveness of Lease. The Lease is in full force and effect, has not been modified, and constitutes the entire agreement between Landlord and Tenant relating to Tenant's Premises. Tenant has no interest in Landlord's Premises except pursuant to the Lease. No unfulfilled conditions exist to Tenant's obligations under the Lease.

7.2 Rent. Tenant has not paid any Rent that is first due and payable under the Lease after the Effective Date.

7.3 No Landlord Default. To Tenant's knowledge, no breach or default by Landlord exists and no event has occurred that, with the giving of notice, the passage of time or both, would constitute such a breach or default.

7.4 No Tenant Default. Tenant is not in default under the Lease and has not received any uncured notice of any default by Tenant under the Lease.

7.5 No Termination. Tenant has not commenced any action nor sent or received any notice to terminate the Lease. Tenant has no presently exercisable Termination Right(s) or Offset Right(s).

7.6 Commencement Date. The "Commencement Date" of the Lease was January 1, 1996.

7.7 Acceptance. Tenant has accepted possession of Tenant's Premises.

7.8 No Transfer. Tenant has not encumbered or mortgaged the Lease or any interest therein, or assigned or subleased any portion of the Premises other than in compliance with the Lease.

7.9 Due Authorization. Tenant has full authority to enter into this Agreement, which has been duly authorized by all necessary actions.

7.10 No Violations of Laws. Tenant has not violated, and shall not violate, any laws affecting Tenant's Premises.

8. Miscellaneous.

8.1 Notices. All notices or other communications required or permitted under this Agreement shall be in writing and given by certified mail (return receipt requested) or by nationally recognized overnight courier service that regularly maintains records of items delivered. Each party's address is as set forth in the opening paragraph of this Agreement, subject to change by notice under this Section. Notices shall be effective the next business day after being sent by overnight courier service, and five (5) business days after being sent by certified mail (return receipt requested).

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

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8.3 Entire Agreement. This Agreement constitutes the entire agreement between Administrative Agent and Tenant regarding the subordination of the Lease to the Mortgage and the rights and obligations of Tenant and Administrative Agent as to the subject matter of this Agreement.

8.4 Interaction with Lease and with Mortgage; Severability. If this Agreement conflicts with the 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 Lease that provide for subordination of the Lease to, or for delivery of nondisturbance agreements by the holder of, the Mortgage. Administrative Agent confirms that Administrative Agent has consented to Landlord's entering into the Lease. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, such provision shall be considered severed from the rest of this Agreement and the remaining provisions shall continue in full force and effect as if such provision had not been included.

8.5 Administrative Agent's Rights and Obligations. Except as expressly provided for in this Agreement, Administrative Agent 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 Administrative Agent under this Agreement shall terminate, without thereby affecting in any way the rights and obligations of Successor Landlord provided for in this Agreement. All rights and remedies referenced herein in favor of the Administrative Agent shall be held by the Administrative Agent for the benefit of the Lenders and shall be exercised or not exercised by the Administrative Agent in accordance with the terms and conditions set forth in the Loan Documents. References contained herein to the "Lenders" shall be deemed to mean any or all of them, as applicable.

8.6 Interpretation; Governing Law. The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the internal laws of the State of New York, excluding its principles of conflict of laws.

8.7 Amendments. This Agreement may be amended, discharged or terminated, or any of its provisions waived, only by a written instrument executed by the party to be charged.

8.8 Execution. 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.

8.9 Administrative Agent's Representation. Administrative Agent represents that Administrative Agent has full authority to enter into this Agreement, and Administrative Agent's entry into this Agreement has been duly authorized by all necessary actions.

8.10 Reliance by Administrative Agent. Tenant acknowledges the right of Administrative Agent (as well as any Successor Landlord) to rely upon the certifications and agreements in this Agreement in making the Loan to Landlord.

[Signatures on the Following Page]



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IN WITNESS WHEREOF, this Agreement has been duly executed by Administrative Agent and Tenant as of the Effective Date.

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A.,  
a national banking association,  
as Administrative Agent for the Lenders

By: [Signature]  
Name: Gregory Egli  
Title: Senior Vice President

STATE OF New York  
COUNTY OF New York

The foregoing instrument was acknowledged before me this 3rd day of April, 2018, by Gregory Egli, as Senior Vice President of Bank of America, N.A., a national banking association, on behalf of the banking association, and who is personally known to me or has produced Driver License as identification

[NOTARIAL SEAL]

Notary: [Signature]  
Print Name: RANDI LINDER  
Notary Public State of New York  
My commission expires: August 1, 2019  
Commission Number: 2-10745

RANDI LINDER  
Commissioner of Deeds of NY  
No. 2-10745  
Qualified in New York County  
Commission Expires August 1, 2019

[Signatures Continue on the Following Page]

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TENANT:

TRUE VALUE COMPANY,  
a Delaware corporation

By: Deborah Oliver  
Name:  
Title:

STATE OF Illinois  
COUNTY OF Cook

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of April, 2018, by Deborah Oliver was SVP and CFO of True Value Co., a Delaware Corp., on behalf of the Company, and who is personally known to me or has produced Drivers License as identification.

[NOTARIAL SEAL]

Notary: Colleen Smart  
Print Name: Colleen Smart  
Notary Public-State of Illinois  
My commission expires: April 12, 2021  
Commission Number: N/A



[Signature Page to SNDA]

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## LANDLORD'S CONSENT

Landlord consents and agrees to the foregoing Agreement, which was entered into at Administrative Agent's request. The foregoing Agreement shall not alter, waive or diminish any of Landlord's obligations under the Mortgage or the Lease. The above Agreement discharges any obligations of Administrative Agent under the Mortgage and related loan documents to enter into a nondisturbance agreement with Tenant. Tenant is hereby authorized to pay its rent and all other sums due under the Lease directly to Administrative Agent upon receipt of a notice as set forth in Section 3.5 above from Administrative Agent and Tenant is not obligated to inquire as to whether a Default actually exists under the Mortgage. Landlord is not a party to the above Agreement.

LANDLORD:

AGG PRESIDENTS OWNER LLC,  
a Delaware limited liability company

By: AGG Presidents Parent LLC,  
a Delaware limited liability company,  
its sole member

By: AG Real Estate Manager, Inc.,  
a Delaware corporation,  
its manager

By: [Signature]  
Name: Scott Glassberg  
Title: Vice President

STATE OF New York  
COUNTY OF New York

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of April, 2018, by Scott Glassberg, as VP of AG Real Estate Manager, Inc., a Delaware corporation, the manager of AGG Presidents Parent LLC, a Delaware limited liability company, the sole member of AGG PRESIDENTS OWNER LLC, a Delaware limited liability company, on behalf of the company, and who is personally known to me or has produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

Notary: [Signature]  
Print Name: Odezza S. Morgan  
Notary Public-State of New York  
My commission expires: 4/7/22  
Commission Number: 01MO50541324

ODESSA S. MORGAN  
Notary Public, State of New York  
No. 01MO50541324  
Qualified in Kings County  
Commission Expires April 07, 20 22

[Landlord's Consent to SNDA]

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## SCHEDULE A

### Description of Landlord's Premises

#### PARCEL 1:

THAT PART OF THE EAST 348.00 FEET (MEASURED AT RIGHT ANGLES) OF THE SOUTH 30 ACRES OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF JOHN F. KENNEDY EXPRESSWAY AS PER DOCUMENT 15853896, (EXCEPTING THEREFROM THE EAST 33.00 FEET (MEASURED AT RIGHT ANGLES) OF THE SOUTH 510.03 FEET, MEASURED ALONG THE EAST LINE THEREOF DEDICATED FOR NORTH DELPHIA AVENUE BY DOCUMENT 25244357, AND ALSO EXCEPTING THEREFROM THE SOUTH 50.00 FEET OF SAID TRACT CONVEYED TO THE CITY OF CHICAGO PER DOCUMENT 17817442), ALL IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THAT PART OF THE WEST 315.00 FEET OF THE EAST 663.00 FEET, MEASURED AT RIGHT ANGLES, OF THE SOUTH 30 ACRES OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF JOHN F. KENNEDY EXPRESSWAY ACCORDING TO DOCUMENT 15853896, (AND EXCEPTING THEREFROM THE SOUTH 50 FEET OF SAID TRACT CONVEYED TO THE CITY OF CHICAGO PER DOCUMENT NO. 17817442), IN COOK COUNTY, ILLINOIS.

For information purpose only, the common address of the Property is 8600 and 8700 West Bryn Mawr Avenue, Chicago, Illinois

60631

PINs: 12-02-302-018-0000  
12-02-302-019-0000