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Doc# 1903245051 Fee \$58.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 02/01/2019 03:15 PM PG: 1 OF 11

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Real Estate Law Group, LLP
2330 Marinship Way, Suite 211
Sausalito, California 94965
Attn: T. Scott Bucey, Esq.

(Space above this line for recorder's use)

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (901 and 904 Halsted Street, Chicago, Illinois)

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement"), made as of January 31, 2019, by and among ONNI HALSTED STREET CHICAGO LLC, a Delaware limited liability company ("Landlord"), GREYHOUND LINES, INC., a Delaware corporation ("Tenant") and CITIBANK, N.A., a national banking association ("Lender");

WHEREAS, Landlord acquired from Tenant fee title to certain improved real property located at 901 and 904 Halsted Street, Chicago, Illinois, and more particularly described in Exhibit "A" attached hereto (the "Property");

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated as of or about the date hereof whereby Tenant agreed to lease back from Landlord the Property in its entirety (the "Leased Premises");

WHEREAS, Lender has agreed, subject to the satisfaction of certain conditions precedent, to make a loan to Landlord (the "Loan") which Loan is to be secured by, among other things, a mortgage on the Property (the "Mortgage") and by certain other documents executed or to be executed in connection therewith (the Mortgage and other documents are collectively referred to herein as the "Security Documents");

WHEREAS, Tenant has requested that Lender agree not to disturb Tenant's possessory rights in the Leased Premises if Lender should terminate Landlord's possession of the Property provided that Tenant is not in default under the Lease and further provided that Tenant attorns to Lender or the purchaser at any foreclosure sale or to any party who takes a deed in lieu of foreclosure; and

WHEREAS, Lender is willing so to agree on the terms and conditions hereafter provided.

NOW THEREFORE, in consideration of the mutual promises herein contained, to induce Lender to make the Loan and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord, Tenant and Lender covenant and agree as follows:

1. Subordination. The Lease and Tenant's leasehold estate created thereby, including all rights under the Lease, at Lender's option, shall be completely and unconditionally subordinate to the lien of the Security Documents.

2. Non-Disturbance. In the event that it should become necessary for Lender to terminate Landlord's possession of the Property, Lender will not disturb Tenant's possession and use under the Lease so long as Tenant is not in default under any of the terms, covenants, or conditions of the Lease and this Agreement beyond the applicable notice and cure periods. In such event, the parties agree that the Lease shall not be terminated by the foreclosure, despite the legal priority of the lien of the Mortgage, and the foreclosure shall be deemed to be against

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the estate of Landlord in the Property, including its rights as the landlord under the Lease, but excluding the rights of Tenant as the tenant under the Lease.

3. Attornment. Tenant agrees that it will attorn to and recognize Lender or any other person or entity that acquires Landlord's interest in the Property through foreclosure of the Mortgage or otherwise as its Landlord for the unexpired balance (and any extensions, if exercised) of the term of the Lease upon the same terms and conditions set forth in the Lease.

4. No Amendment, Termination or Assignment. Without the prior written consent of Lender, Tenant shall not: (a) enter into any amendment, modification, extension, replacement or restatement of the Lease; (b) cancel or terminate the Lease prior to the expiration of the stated term thereof except pursuant to the express rights of termination contained therein; (c) make any financial settlement with Landlord with respect to the Lease or any obligation of Landlord or Tenant thereunder or related thereto except as provided in Section 5 thereof; or (d) sublease the Leased Premises or any portion thereof except with respect to that certain Income Lease dated May 1, 2004, by and between Tenant and MJ Flaming Wok (USA) LLC, as previously or hereinafter amended, extended or otherwise modified, nor assign the Lease. Tenant shall not pay an installment of rent or any other sums due under the Lease more than 1 month prior to the due date of such installment.

5. Additional Agreements. In the event Lender or any other party shall succeed to the interest of Landlord under the Lease, or otherwise becomes entitled to and takes possession of the Property or the Leased Premises, neither Lender nor any successor in interest to it shall be: (a) liable for any act or omission of any prior landlord (including Landlord) which occurred prior to the time Lender or any other person or entity acquires Landlord's interest in the Property through foreclosure of the Mortgage or otherwise (the "Succession Date"), or obligated to cure any default of Landlord or any other prior lessor which occurred prior to the Succession Date; (b) liable for the return of any security deposit unless such security deposit has been actually received by Lender or such successor; (c) subject to any offsets or defenses which Tenant might have or could assert against any prior landlord (including Landlord); (d) bound by any rent or additional rent which Tenant has paid for more than 1 month in advance to any prior landlord (including Landlord); (e) bound by any previous amendment, modification, termination, surrender, cancellation, assignment or sublease of the Lease made without Lender's or the successor's written consent; (f) obligated to perform any construction or improvements related to the Leased Premises or to reimburse Tenant for any costs which arise from the failure to have the Leased Premises completed and ready for occupancy or otherwise improved within the time requirements if any of the Lease; (g) obligated to repair, replace, rebuild or restore the Leased Premises or the Property, or any part thereof, in the event of damage by fire or other casualty, or in the event of a partial condemnation, beyond such repair, replacement, rebuilding or restoration as can reasonably be accomplished with the use of any net insurance proceeds or condemnation award actually received by Lender; or (h) required to remove any person occupying the Leased Premises or any part thereof.

6. Notices; Defaults. Tenant agrees to give Lender, to the address set forth next to Lender's signature below, by registered mail, a copy of any notice served upon the Landlord pursuant to the terms of the Lease. In the event of a default by Landlord under the Lease, Tenant agrees that if Landlord shall have failed to cure the default within the time provided for in the Lease, then Lender, if it elects to cure such default, shall have an additional sixty (60) days within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary if, within such sixty (60) days, Lender has commenced and is reasonably pursuing the remedies Lender deems necessary or appropriate to cure such default (including but not limited to completion of judicial or non-judicial foreclosure proceedings, if necessary or appropriate to effect such cure) in which event Tenant shall not exercise any of its remedies under the Lease so long as Lender continues to pursue its remedies under the Security Documents.

7. Payment of Rent. At Lender's request following notice to Tenant of a default by Landlord under the Security Documents, Tenant shall pay all future installments of rent and other monies payable by Tenant under the Lease directly to Lender. Landlord hereby expressly authorizes and directs Tenant to make all payments as directed by Lender from time to time, without any duty to inquire as to the appropriateness of Lender's directions, it being understood that any dispute as to Lender's right to direct the making of payments are not to be Tenant's concern and shall be adjusted as between Landlord and Lender. Landlord hereby expressly releases and discharges Tenant of and from any liability to Landlord on account of any payment made in accordance with Lender's directions.

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8. Limitation of Liability. Despite anything in this Agreement or in the Lease to the contrary, if Lender or successor in interest to it shall become the owner of the Property, Lender and the successor shall incur no liability beyond its interest, if any, in the Property and Tenant shall look exclusively to such interest of Lender or its successor for payment and discharge of any obligations imposed upon Lender or its successor hereunder or under the Lease.

9. Benefit; Severability; Governing Law. This Agreement shall inure to the benefit of and shall be binding upon Tenant, Landlord and Lender, and their respective heirs, personal representatives, successors and assigns provided that the interest of Tenant under this Agreement may not be transferred except to a permitted assignee of Tenant's interest in the Lease. If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or enforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement shall be governed by and construed according to the internal laws (without regard to the principles of conflicts of laws) of the State of New York.

10. Amendments in Writing. No modification, amendment, waiver or release of any provision of this Agreement or any right, obligation, claim or cause of action arising thereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.

11. Definition of Lender. Where under this Agreement rights and obligations are created between Tenant and Lender, at or subsequent to foreclosure proceedings or conveyance by a deed in lieu of foreclosure, "Lender" shall be deemed to include any purchaser at a foreclosure sale of trustee's sale and any transferee acquiring title through or in lieu of foreclosure.

12. No Impairment of Mortgage. Nothing contained in this Agreement shall in any way impair or adversely affect the lien created by the Mortgage.

13. Counterparts. This Agreement may be executed in one or more counterpart copies, and each of which so executed, irrespective of the date of execution and delivery, shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

14. WAIVER OF JURY TRIAL. LANDLORD, TENANT AND LENDER EACH HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT OR ANY OTHER DOCUMENT RELATING HERETO OR ARISING FROM THE LENDING RELATIONSHIP WHICH IS THE SUBJECT OF THIS AGREEMENT, AND EACH AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the parties hereto cause this Agreement to be duly executed the day and year first above written.

"Landlord:"

ONNI HALSTED STREET CHICAGO LLC,
a Delaware limited liability company

Address:

ONNI HALSTED STREET CHICAGO LLC
200 - 1010 Seymour St.
Vancouver, BC V6P 3M6 Canada

By: 

Name: Rossano De Cotiis

Title: President of Manager,

Onni Management Chicago 2018 Inc.

"Tenant:"

GREYHOUND LINES, INC.,
a Delaware corporation

Address:

Greyhound Lines, Inc.
350 N. St. Paul Street
Dallas, Texas 75201
Attn: Legal Department

By: _____

Name: _____

Title: _____

"Lender:"

CITIBANK, N.A.,
a national banking association

Address:

153 East 53rd Street
New York, New York 10043

By: _____

Name: _____

Title: _____

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"Landlord:"

ONNI HALSTED STREET CHICAGO LLC,
a Delaware limited liability company

Address:

ONNI HALSTED STREET CHICAGO LLC
200 - 1010 Seymour St.
Vancouver, BC V6B 3M6 Canada

By: _____
Name: _____
Title: _____

"Tenant:"

GREYHOUND LINES, INC.,
a Delaware corporation

By Approved as to form
Attorney

Address:

Greyhound Lines, Inc.
350 N. St. Paul Street
Dallas, Texas 75201
Attn: Legal Department

By:
Name: DAVID S. LEACH
Title: PRESIDENT, CEO

"Lender:"

CITIBANK, N.A.,
a national banking association

Address:

153 East 53rd Street
New York, New York 10043

By: _____
Name: _____
Title: _____

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IN WITNESS WHEREOF, the parties hereto cause this Agreement to be duly executed the day and year first above written.

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ONNI HALSTED STREET CHICAGO LLC,
a Delaware limited liability company

Address:

ONNI HALSTED STREET CHICAGO LLC
200 - 1010 Seymour St.
Vancouver, BC V6B 3K6 Canada

By: _____
Name: _____
Title: _____

"Tenant:"

GREYHOUND LINES, INC.,
a Delaware corporation

Address:

Greyhound Lines, Inc.
350 N. St. Paul Street
Dallas, Texas 75201
Attn: Legal Department

By: _____
Name: _____
Title: _____

"Lender:"

CITIBANK, N.A.,
a national banking association

Address:

153 East 53rd Street
New York, New York 10043

By: Kent Shaffer
Name: Kent Shaffer
Title: VP

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LANDLORD ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not to the truthfulness, accuracy, or validity of that document.

PROVINCE BRITISH COLUMBIA
STATE OF
CITY VANCOUVER
COUNTY OF

On JANUARY 21, 2014 before me, JON BUNYAN, notary public, personally appeared ROSANNE DE WILIS, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Notary Public

My commission Expires: N/A

[SEAL]

Jon Bunyan
Barrister & Solicitor
Onni Group
200 - 1010 Seymour Street
Vancouver, B.C., V6B 3M6
T: (604) 602 - 7711

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TENANT ACKNOWLEDGEMENT

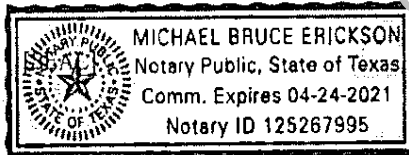
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not to the truthfulness, accuracy, or validity of that document.

STATE OF TEXAS)
)
COUNTY OF DALLAS)

On JANUARY 25, 2019 before me, MICHAEL BRUCE ERICKSON, notary public, personally appeared DAVID S. LEACH, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of TEXAS that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Michael Bruce Erickson
Notary Public

My commission Expires: 4/24/21

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LENDER ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not to the truthfulness, accuracy, or validity of that document.

STATE OF ILLINOIS)
COUNTY OF COOK)

On January 25, 2019 before me, Patricia Meer, notary public, personally appeared Kent Meer, VP, Chicago who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ILLINOIS that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Patricia Meer
Notary Public

My commission Expires: August 17, 2020

[SEAL]



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EXHIBIT A

LEGAL DESCRIPTION

Land located at 901 & 904 N. Halsted Street, Chicago, Cook County, Illinois and more particularly described as follows:

PARCEL 1:

LOTS 12, 13, 14, 15, 16, 17, 18 AND 19 IN BLOCK 97, ALL OF BLOCK 98 AND THAT PART OF VACATED NORTH BRANCH WATER STREET LYING BETWEEN BLOCKS 97 AND 98, ALL IN ELSTON'S ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTHWEST HALF OF LOT 11 IN BLOCK 81 IN ELSTON'S ADDITION TO CHICAGO IN SECTIONS 4 AND 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING THAT PART OF LOT 11 AFORESAID, LYING NORTH OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING ON THE EASTERLY LINE OF SAID LOT 11, AT A POINT EQUI-DISTANCE FROM THE NORTHEAST CORNER AND THE SOUTHEAST CORNER OF THE EAST HALF OF SAID LOT, RUNNING THENCE DUE WEST THROUGH THE CENTER OF SAID LOT 11, AND PARALLEL WITH THE SOUTH LINE OF THE EAST 1/2 THEREOF, TO A POINT 88 FEET 11 3/4 INCHES DIRECTLY WEST FROM THE EAST LINE, RUNNING THENCE FROM SAID MENTIONED POINT SOUTHWESTERLY THROUGH THE CENTER OF THE SOUTHWESTERLY 1/2 OF SAID LOT 11, AND PARALLEL WITH THE SOUTHEASTERLY LINE OF THE SOUTHWESTERLY 1/2 TO A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT MIDWAY BETWEEN AND EQUI-DISTANCE FROM THE SOUTHWESTERLY CORNER OF THE SOUTHWESTERLY 1/2 OF LOT 11 AND THE NORTHWESTERLY CORNER OF SAID SOUTHWESTERLY 1/2 OF SAID LOT 11, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

ALL THAT PORTION OF LOT 11 IN BLOCK 81 IN ELSTON'S ADDITION TO CHICAGO LYING SOUTH OF A LINE RUNNING THROUGH THE CENTER OF SAID LOT, SAID LINE BEING MORE PARTICULARLY LOCATED AND DESIGNATED AS FOLLOWS:

STARTING ON THE EASTERLY LINE OF SAID LOT 11 AT A POINT EQUAL DISTANT FROM THE NORTHEAST CORNER AND THE SOUTHEAST CORNER OF THE EAST 1/2 OF SAID LOT, RUNNING THENCE WEST THROUGH THE CENTER OF SAID LOT 11 AND PARALLEL WITH THE SOUTH LINE OF THE EAST 1/2 THEREOF TO A POINT 88 FEET 11 3/4 INCHES DIRECTLY WEST FROM SAID EAST LINE RUNNING THENCE FROM SAID MENTIONED POINT SOUTHWESTERLY THROUGH THE CENTER OF THE SOUTHWESTERLY 1/2 OF SAID LOT 11 AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID SOUTHWESTERLY 1/2 TO A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT MIDWAY BETWEEN AND EQUAL DISTANT FROM THE SOUTHEASTERLY CORNER OF THE SOUTHWESTERLY 1/2 OF SAID LOT 11 AND THE NORTHWESTERLY CORNER OF THE SAID SOUTHWESTERLY 1/2 OF SAID LOT 11 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 4:

LOTS 12 AND 13 IN BLOCK 81 IN ELSTON'S ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Identification Nos.:

17-04-315-007-0000
17-04-315-008-0000
17-04-328-006-0000
17-05-410-004-0000
17-05-410-005-0000
17-05-410-006-0000
17-05-410-007-0000
17-05-410-008-0000



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U. S. Department of State

GENERAL AUTHENTICATION CERTIFICATE

VENUE

CANADA

Country

PROVINCE OF BRITISH COLUMBIA

State, Province, etc.

CITY OF VANCOUVER

City

U.S. CONSULATE GENERAL

Name of Consular Post

I certify that the official named below, whose true signature and official seal are, respectively, subscribed and affixed to the annexed document, was, on this day, empowered to act in the official capacity designated in the annexed document, to which faith and credit are due.

Jon Bunyan

Typed Name of Affiant

Jon Bunyan

Signature of Consular Officer

Eric Bratt

Typed Name of Consular Officer

Vice Consul of the United States of America

Title of Consular Officer

01-22-2019

Date (mm-dd-yyyy)

(SEAL)

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RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Real Estate Law Group, LLP
2330 Marinship Way, Suite 211
Sausalito, California 94965
Attn: T. Scott Bucey, Esq.

8985932 3 of 4

(Space above this line for recorder's use)

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**
(901 and 904 Halsted Street, Chicago, Illinois)

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WHEREAS, Lender has agreed, subject to the satisfaction of certain conditions precedent, to make a loan to Landlord (the "Loan") which Loan is to be secured by, among other things, a mortgage on the Property (the "Mortgage") and by certain other documents executed or to be executed in connection therewith (the Mortgage and other documents are collectively referred to herein as the "Security Documents");

WHEREAS, Tenant has requested that Lender agree not to disturb Tenant's possessory rights in the Leased Premises if Lender should terminate Landlord's possession of the Property provided that Tenant is not in default under the Lease and further provided that Tenant attorns to Lender or the purchaser at any foreclosure sale or to any party who takes a deed in lieu of foreclosure; and

WHEREAS, Lender is willing so to agree on the terms and conditions hereafter provided.

NOW THEREFORE, in consideration of the mutual promises herein contained, to induce Lender to make the Loan and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord, Tenant and Lender covenant and agree as follows:

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CORD REVIEW 

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12. No Impairment of Mortgage. Nothing contained in this Agreement shall in any way impair or adversely affect the lien created by the Mortgage.

13. Counterparts. This Agreement may be executed in one or more counterpart copies, and each of which so executed, irrespective of the date of execution and delivery, shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

14. WAIVER OF JURY TRIAL. LANDLORD, TENANT AND LENDER EACH HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT OR ANY OTHER DOCUMENT RELATING HERETO OR ARISING FROM THE LENDING RELATIONSHIP WHICH IS THE SUBJECT OF THIS AGREEMENT, AND EACH AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

[Signature Pages Follow]

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be duly executed the day and year first above written.

"Landlord:"

ONNI HALSTED STREET CHICAGO LLC,
a Delaware limited liability company

Address:

ONNI HALSTED STREET CHICAGO LLC
200 - 1010 Seymour St.
Vancouver, BC V6B 3M6 Canada

By: 

Name: Rossano De Cortis

Title: President of Manager,

Onni Management Chicago 2018 Inc.

"Tenant:"

GREYHOUND LINES, INC.,
a Delaware corporation

Address:

Greyhound Lines, Inc.
350 N. St. Paul Street
Dallas, Texas 75201
Attn: Legal Department

By: _____

Name: _____

Title: _____

"Lender:"

CITIBANK, N.A.,
a national banking association

Address:

153 East 53rd Street
New York, New York 10043

By: _____

Name: _____

Title: _____

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be duly executed the day and year first above written.

"Landlord:"

ONNI HALSTED STREET CHICAGO LLC,
a Delaware limited liability company


Address:

ONNI HALSTED STREET CHICAGO LLC
200 - 1010 Seymour St.
Vancouver, BC V6E 3M6 Canada

By: _____
Name: _____
Title: _____


"Tenant:"

GREYHOUND LINES, INC.,
a Delaware corporation

Approved as to form
By 
Attorney

Address:

Greyhound Lines, Inc.
350 N. St. Paul Street
Dallas, Texas 75201
Attn: Legal Department

By: 
Name: DAVID S. LEACH
Title: PRESIDENT, CEO

"Lender:"

CITIBANK, N.A.,
a national banking association

Address:

153 East 53rd Street
New York, New York 10043

By: _____
Name: _____
Title: _____

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be duly executed the day and year first above written.

“Landlord:”

ONNI HALSTED STREET CHICAGO LLC,
a Delaware limited liability company

Address:

ONNI HALSTED STREET CHICAGO LLC
200 - 1010 Seymour St.
Vancouver, BC V6B 7M6 Canada

By: _____
Name: _____
Title: _____

“Tenant:”

GREYHOUND LINES, INC.,
a Delaware corporation

Address:

Greyhound Lines, Inc.
350 N. St. Paul Street
Dallas, Texas 75201
Attn: Legal Department

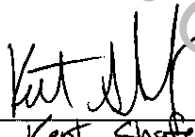
By: _____
Name: _____
Title: _____

“Lender:”

CITIBANK, N.A.,
a national banking association

Address:

153 East 53rd Street
New York, New York 10043

By: 
Name: Kent Shaffer
Title: VP

UNOFFICIAL COPY

LANDLORD ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not to the truthfulness, accuracy, or validity of that document.

PRANCE
STATE OF BRITISH COLUMBIA
CITY
COUNTY OF VANCOUVER

On JANUARY 21, 2019 before me, JON BUNYAN, notary public, personally appeared ROSANNE DE COTIS, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

Notary Public

My commission Expires: N/A

Jon Bunyan
Barrister & Solicitor
Onni Group
200 - 1010 Seymour Street
Vancouver, B.C., V6B 3M6
T: (604) 602 - 7711

UNOFFICIAL COPY

TENANT ACKNOWLEDGEMENT

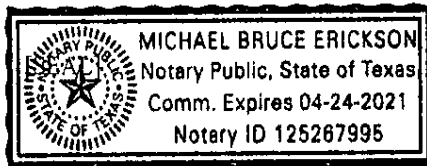
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not to the truthfulness, accuracy, or validity of that document.

STATE OF TEXAS)
COUNTY OF DALLAS)

On JANUARY 25, 2019 before me, MICHAEL BRUCE ERICKSON, notary public, personally appeared DAVID S LEACH, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of TEXAS that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Michael Bruce Erickson
Notary Public

My commission Expires: 4/24/21

UNOFFICIAL COPY

LENDER ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not to the truthfulness, accuracy, or validity of that document.

STATE OF ILLINOIS)
COUNTY OF COOK)

On January 25, 2019 before me, Patricia Meer, notary public, personally appeared KENT SHAFFER, VP, CHBANK who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ILLINOIS that the foregoing paragraph is true and correct.

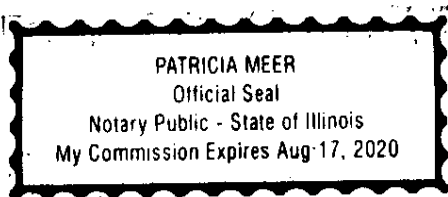
WITNESS my hand and official seal

Patricia Meer

Notary Public

My commission Expires: August 17, 2020

[SEAL]



UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

Land located at 901 & 904 N. Halsted Street, Chicago, Cook County, Illinois and more particularly described as follows:

PARCEL 1:

LOTS 12, 13, 14, 15, 16, 17, 18 AND 19 IN BLOCK 97, ALL OF BLOCK 98 AND THAT PART OF VACATED NORTH BRANCH WATER STREET LYING BETWEEN BLOCKS 97 AND 98, ALL IN ELSTON'S ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTHWEST HALF OF LOT 11 IN BLOCK 81 IN ELSTON'S ADDITION TO CHICAGO IN SECTIONS 4 AND 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING THAT PART OF LOT 11 AFORESAID, LYING NORTH OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING ON THE EASTERLY LINE OF SAID LOT 11, AT A POINT EQUI-DISTANCE FROM THE NORTHEAST CORNER AND THE SOUTHEAST CORNER OF THE EAST HALF OF SAID LOT, RUNNING THENCE DUE WEST THROUGH THE CENTER OF SAID LOT 11, AND PARALLEL WITH THE SOUTH LINE OF THE EAST 1/2 THEREOF, TO A POINT 88 FEET 11 3/4 INCHES DIRECTLY WEST FROM THE EAST LINE, RUNNING THENCE FROM SAID MENTIONED POINT SOUTHWESTERLY THROUGH THE CENTER OF THE SOUTHWESTERLY 1/2 OF SAID LOT 11, AND PARALLEL WITH THE SOUTHEASTERLY LINE OF THE SOUTHWESTERLY 1/2 TO A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT MIDWAY BETWEEN AND EQUI-DISTANCE FROM THE SOUTHWESTERLY CORNER OF THE SOUTHWESTERLY 1/2 OF LOT 11 AND THE NORTHWESTERLY CORNER OF SAID SOUTHWESTERLY 1/2 OF SAID LOT 11, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

ALL THAT PORTION OF LOT 11 IN BLOCK 81 IN ELSTON'S ADDITION TO CHICAGO LYING SOUTH OF A LINE RUNNING THROUGH THE CENTER OF SAID LOT, SAID LINE BEING MORE PARTICULARLY LOCATED AND DESIGNATED AS FOLLOWS:

STARTING ON THE EASTERLY LINE OF SAID LOT 11 AT A POINT EQUAL DISTANT FROM THE NORTHEAST CORNER AND THE SOUTHEAST CORNER OF THE EAST 1/2 OF SAID LOT, RUNNING THENCE WEST THROUGH THE CENTER OF SAID LOT 11 AND PARALLEL WITH THE SOUTH LINE OF THE EAST 1/2 THEREOF TO A POINT 88 FEET 11 3/4 INCHES DIRECTLY WEST FROM SAID EAST LINE RUNNING THENCE FROM SAID MENTIONED POINT SOUTHWESTERLY THROUGH THE CENTER OF THE SOUTHWESTERLY 1/2 OF SAID LOT 11 AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID SOUTHWESTERLY 1/2 TO A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT MIDWAY BETWEEN AND EQUAL DISTANT FROM THE SOUTHEASTERLY CORNER OF THE SOUTHWESTERLY 1/2 OF SAID LOT 11 AND THE NORTHWESTERLY CORNER OF THE SAID SOUTHWESTERLY 1/2 OF SAID LOT 11 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.