

UNOFFICIAL COPY

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



Doc# 1903245052 Fee \$50.00

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

EDWARD M. HOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 02/01/2019 03:26 PM PG: 1 OF 7

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

Signature of Consular Officer

Eric Bratt

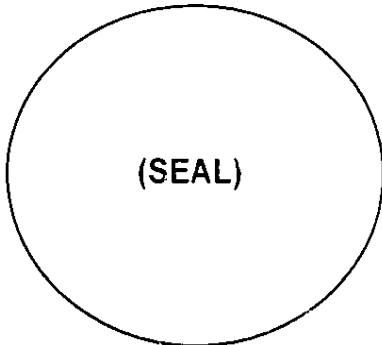
Typed Name of Consular Officer

Vice Consul of the United States of America

Title of Consular Officer

01-22-2019

Date (mm-dd-yyyy)



UNOFFICIAL COPY

RECORDING REQUESTED BY
WHEN RECORDED RETURN TO:

Allen Matkins Leck Gamble Mallory & Natsis LLP
865 S. Figueroa Street, Suite 2800
Los Angeles, California 90066
Attn: David B. Stone, Esq.
8985932 4 of 4

(Space Above This Line For Recorder's Use)

MEMORANDUM OF OFFSITE FEE PAYMENT OBLIGATION

THIS MEMORANDUM OF OFFSITE FEE OBLIGATION (the "**Memorandum**") is made as of this 31 day of January, 2019 (the "**Memorandum Effective Date**"), by and among GREYHOUND LINES, INC., a Delaware corporation ("**Seller**"), and ONNI HALSTED STREET CHICAGO LLC, a Delaware limited liability company ("**Purchaser**"), with reference to the following:

A. Seller owned that certain real property located in the City of Chicago, Illinois, as more particularly described on Exhibit A attached hereto (the "**Property**").

B. Seller and Onni Capital LLC (Purchaser's predecessor-in-interest) previously entered into that certain Purchase and Sale Agreement dated May 9, 2018 (the "**Original Agreement**"), as amended by that certain Reinstatement of and First Amendment to Purchase and Sale Agreement dated December 4, 2018 (the "**First Amendment**" and together with the Original Agreement, collectively, the "**Purchase Agreement**"), with respect to the sale of the Property.

C. Seller conveyed the Property to Purchaser pursuant to the Purchase Agreement.

D. Pursuant to the First Amendment, if certain conditions are met pertaining to development rights, Purchaser has an ongoing obligation to pay to Seller an Offsite Fee during the Offsite Fee Payment Period (as such terms are defined in the First Amendment), pursuant to the terms of the First Amendment.

E. Purchaser and Seller wish to record this Memorandum to give notice of Purchaser's obligation to pay an Offsite Fee until the Offsite Fee Termination Date (as such term is defined in the First Amendment) if such conditions are met pertaining to development rights.

UNOFFICIAL COPY

NOW, THEREFORE, in furtherance of the foregoing, and for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. All of the terms and conditions as set forth in the First Amendment are incorporated herein by this reference as though fully set forth herein. Any term not specifically defined in this Memorandum shall have the meaning set forth in the Purchase Agreement.

2. Pursuant to the First Amendment, Purchaser is obligated to pay to Seller an Offsite Fee upon the occurrence of an Offsite Fee Trigger Event, all as more particularly described in the First Amendment.

3. Payment of an Offsite Fee upon the occurrence of an Offsite Fee Trigger Event is an obligation of Purchaser, its successors and assigns, which shall survive Closing and shall run with land and shall be binding upon the Property until the Offsite Fee Termination Date, as defined in and as more particularly set forth in the First Amendment. In the event of any sale or transfer of the Property or any interest therein prior to the Offsite Fee Termination Date, the obligations of Purchaser under the First Amendment shall survive any such sale or transfer and shall be automatically binding upon the assignee or transferee of Purchaser without the necessity of signing or delivering any further documents. The parties acknowledge that pursuant to and as more particularly set forth in the First Amendment, the obligations of Purchaser set forth in Section 6 of the First Amendment (i) are and shall be subject and subordinate to the lien of any mortgages or trust deeds, now or hereafter in force against the Property, if any, and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of such mortgages or trust deeds, and (ii) shall automatically terminate and be of no further force or effect upon the recordation of a foreclosure (trustee's) deed or deed in lieu of foreclosure (it being expressly acknowledged and agreed by Seller that in no event shall such obligations be binding upon any successor owners of the Property following the recordation of a foreclosure (trustee's) deed or deed in lieu of foreclosure).

4. This Memorandum shall automatically terminate and be of no further force or effect upon the Offsite Fee Termination Date, and Seller shall have no further right, title or interest as set forth in the Memorandum from and after the Offsite Fee Termination Date. Accordingly, upon the Offsite Fee Termination Date, this Memorandum shall automatically be released and removed from the title record without any further action by any party.

5. This Memorandum is not intended to modify or alter in any way the terms and conditions of the Purchase Agreement. If there is any inconsistency between the provisions of this Memorandum and the First Amendment, the provisions of the First Amendment shall control.

6. This Memorandum may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument which may be recorded by either party.

[SIGNATURES APPEAR ON FOLLOWING PAGE(S)]

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first written above.

SELLER:

Approved as to form
By [Signature]
Attorney

GREYHOUND LINES, INC.,
a Delaware corporation

By: [Signature]
Name: David S. Leach
Title: President and CEO

Property of Cook County Clerk's Office

ACKNOWLEDGMENT

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 the truthfulness, accuracy, or validity of that document.

State of TEXAS)
County of DALLAS)

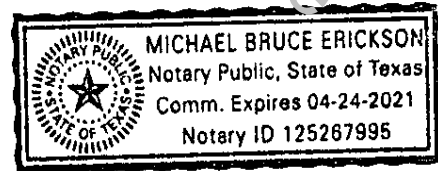
On JANUARY 25, 2019, before me, MICHAEL BRUCE ERICKSON,
(insert name of notary)

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.

Signature [Signature] (Seal)



[Signatures Continue on the Following Page]

UNOFFICIAL COPY

PURCHASER:

ONNI HALSTED STREET CHICAGO LLC,
a Delaware limited liability company

By:

Name: Rossano De Cotis

Title: President of Manager,

Onni Management Chicago 2018 Inc.

ACKNOWLEDGMENT

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 the truthfulness, accuracy, or validity of that document.

~~Province~~ ^{Province} of BRITISH COLUMBIA
~~State of~~ BRITISH COLUMBIA
~~County of~~ VANCOUVER

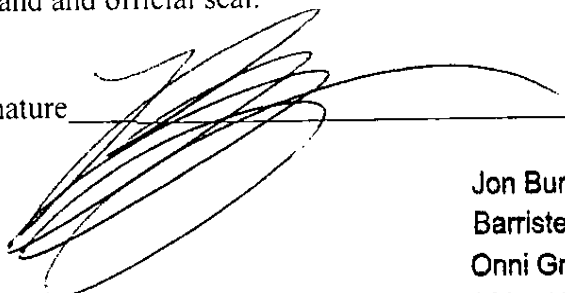
On JANUARY 21 2019, before me, JON BUNYAN,
(insert name of notary)

Notary Public, personally appeared ROSSANO 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.

Signature



(Seal)

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

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

UNOFFICIAL COPY

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.

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

MEMORANDUM OF PAYMENT OBLIGATION – EXHIBIT A