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This instrument was prepared by

and should be returned to:

Joe Benlevi
Chicago Title
711 Third Ave
New York, NY 10017

(CTE, 15 F4)
(CC# 1902293LE)
(STATS)



1926634184

Doc# 1926634184 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 09/23/2019 04:09 PM PG: 1 OF 6

NOTICE OF COVER PAGE FOR RECORDING OF LIMITED POWER OF ATTORNEY FROM CITIBANK

Legal description:

PARCEL 1:

THE EAST 580.80 FEET OF THE WEST 1286.60 FEET OF LOT 12 IN CENTEX INDUSTRIAL PARK UNIT NO. 2, IN SECTION 35, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EAST 145.20 FEET OF THE WEST 1431.80 FEET OF LOT 12 IN CENTEX INDUSTRIAL PARK UNIT NO. 2, IN SECTION 35, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE EAST 125.0 FEET OF THE WEST 705.80 FEET OF LOT 12 IN CENTEX INDUSTRIAL PARK, UNIT NO. 2, BEING A SUBDIVISION IN SECTION 35, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 24, 1958 AS DOCUMENT 17357052 IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, AND FILED IN THE OFFICE OF THE REGISTRAR OF TITLES AS DOCUMENT 1825316, ALL IN COOK COUNTY, ILLINOIS.

PINS: 08-35-403-071-0000

Property Address: 2300 Pratt Blvd, Elk Grove Village, IL 60007

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LIMITED POWER OF ATTORNEY
FROM CITIBANK, N.A.
(AS COLLATERAL AGENT)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, pursuant to that certain Second Amended and Restated Collateral Agency Agreement, dated as of April 16, 2015 (the "Agreement"), as amended, among CITIBANK, N.A. ("Collateral Agent"), STORE Capital Corporation, a Maryland corporation ("STORE Capital"), any Joining Party Lender, STORE Master Funding I, LLC, a Delaware limited liability company ("Master Funding"), STORE Master Funding II, LLC, a Delaware limited liability company ("Master Funding II"), STORE Master Funding III, LLC, a Delaware limited liability company ("Master Funding III"), STORE Master Funding IV, LLC, a Delaware limited liability company ("Master Funding IV"), STORE Master Funding V, LLC, a Delaware limited liability company ("Master Funding V"), STORE Master Funding VI, LLC, a Delaware limited liability company ("Master Funding VI"), STORE Master Funding VII, LLC, a Delaware limited liability company ("Master Funding VII") and any Joining Party Issuer (each an "Issuer") Collateral Agent was appointed the initial collateral agent to serve as mortgagee of record with respect to the certain mortgage properties (hereafter referred to as "Mortgaged Properties"), in accordance with the terms of the Agreement; and

WHEREAS, pursuant to the terms of the Fifth Amended and Restated Property Management and Servicing Agreement dated as of October 22, 2018 by and among CITIBANK, N.A., as Indenture Trustee, Keybank National Association, a national banking association, STORE Capital, Master Funding, Master Funding II, LLC, Master Funding III, Master Funding IV, Master Funding V, Master Funding VI and Master Funding VII, as amended ("PMA"), STORE Capital is granted certain powers, responsibilities and authority in connection with its servicing and administration of the Mortgaged Properties subject to the terms of the PMA; and

WHEREAS, the Collateral Agent (hereafter referred to as "Grantor") has been requested by STORE Capital to grant this Limited Power of Attorney to STORE Capital to enable it to execute and deliver, on behalf of the Grantor, certain documents and instruments related to the Mortgaged Properties and related Leases, thereby empowering STORE Capital to take such actions as it deems necessary to comply with its servicing, administrative and management duties and other obligations under and in accordance with the PMA and Agreement.

Any term not defined herein shall have the meaning described in the PMA and Agreement.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

The Grantor does make, constitute and appoint STORE Capital Corporation, a Maryland corporation, its true and lawful agent and attorney in fact with respect to the Mortgaged Properties and Leases held by the Grantor, in its name, place and stead, to prepare, execute and deliver: (i) any and all financing statements, continuation statements and other documents or instruments necessary to maintain the validity, enforceability, perfection and priority of Grantor's interest in any real property and any Lease with respect to any Mortgaged

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Property; (ii) a subordination and non-disturbance agreement with respect to each Lease that a prudent institutional lender would enter into in similar circumstances; (iii) any amendment to or any full or partial release of any mortgages, deeds of trust or other security instruments (each a "Mortgage") related to the Mortgaged Properties that a prudent institutional lender would enter into in similar circumstances; (iv) any amendment or modification to any loan documents related to each Mortgage or Mortgaged Property in connection with a loan originated by an Affiliate of an Issuer and that a prudent institutional lender would enter into in similar circumstances; and (v) any consent to a grant by an Issuer of an easement, right-of-way or similar subordinate property right related to the Mortgaged Properties that a prudent institutional lender would enter into in similar circumstances.

ARTICLE I

As between the Grantor and STORE Capital, STORE Capital may not exercise any right, authority or power granted by this instrument in a manner that would violate the terms of the Agreement or the servicing standard imposed on STORE Capital by the Agreement, but any and all third parties dealing with STORE Capital as the Grantor's attorney in fact may rely completely, unconditionally and conclusively on STORE Capital's authority and need not make inquiry about whether STORE Capital is acting pursuant to the Agreement or such standard. Any trustee, title company or other third party may rely upon a written statement by STORE Capital that any particular lease or property in question is subject to and included under this power of attorney and the Agreement.

ARTICLE II

STORE Capital hereby agrees to indemnify and hold the Grantor and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by STORE Capital of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney, the PMA and the Agreement or the earlier resignation or removal of the Grantor under the Agreement.

STORE Capital further agrees to indemnify and hold the Grantor and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with such additional Powers of Attorney given by STORE Capital in favor of its agents or attorneys-in-fact. The foregoing indemnity shall survive the termination of this Limited Power of Attorney, the PMA and the Agreement or the earlier resignation or removal of the Grantor under the Agreement. Third parties without actual notice may rely upon the power granted to said attorney in fact under this Limited Power of Attorney and may assume that, upon the exercise of such power, all conditions precedent to such exercise of power have been satisfied and this Power of Attorney has not been revoked unless an Instrument of Revocation has been recorded.

Nothing contained herein shall be construed to grant STORE Capital the power to initiate or defend any suit, litigation or proceeding brought against Citibank, N.A. as Collateral

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Agent or in any other capacity. If STORE Capital receives any notice of suit, litigation or proceeding in the name of Citibank, N.A., then STORE Capital shall forward a copy of same to the Grantor immediately upon receipt thereof.

This Limited Power of Attorney is not intended to extend the powers granted to STORE Capital under the PMA or the Agreement or to allow STORE Capitals to take any action with respect to Mortgaged Properties or Leases not authorized by the PMA or the Agreement.

Notwithstanding anything contained herein to the contrary, STORE Capital shall not, without the Grantor's written consent, and such consent shall not be unreasonably withheld: (i) initiate any action, suit or proceeding directly relating to the servicing of a Mortgaged Property or Lease under the Grantor's name without indicating STORE Capital in its applicable, representative capacity, so long as the jurisdictional and procedural rules will allow for this insertion to occur, (ii) initiate any action, suit or proceeding not directly relating to the servicing of a Mortgaged Property or Lease solely under the Grantor's name, (iii) engage counsel to represent the Grantor in any action, suit or proceeding not directly relating to the servicing of a Mortgaged Property or Lease, or (iv) prepare, execute or deliver any government filings, forms, permits, registrations or other documents or take any action with the intent to cause, and that causes, the Grantor to be registered to do business in any state.

ARTICLE III

This limited power of attorney has been executed and is effective as of this 25th day of April, 2019 and the same shall terminate on the date that is the earlier of (i) one year from the date hereof and (ii) the occurrence of any of the following events or until revoked in writing by the undersigned provided, that so long as none of the following events below have occurred or continuing, the Grantor shall execute and deliver a replacement power of attorney:

- i. the termination of STORE Capital under the PMA or the Agreement,
- ii. the transfer of servicing from STORE Capital to another Servicer,
- iii. the appointment of a receiver or conservator with respect to the business of the attorney in fact or STORE Capital, or
- iv. the filing of a voluntary or involuntary petition of bankruptcy by the attorney in fact, STORE Capital, or any of their creditors.

Notwithstanding the foregoing, the power and the authority given to said attorney in fact, shall be revoked with respect to the PMA and the Agreement, the Mortgaged Properties and Leases thereto upon the occurrence of:

- i. the termination of STORE Capital under the PMA or the Agreement, or
- ii. the transfer of servicing from STORE Capital to another Servicer.

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Nothing contained herein shall be deemed to amend or modify the Agreement or the respective rights, duties or obligations of the Grantor or STORE Capital thereunder, and nothing herein shall constitute a waiver of any rights or remedies thereunder.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, without regard to conflicts of law principles of such state.

[Remainder of page intentionally left blank; signature page to follow]

Property of Cook County Clerk's Office

