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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 07/21/2020 04:27 PM PG: 1 OF 28

RECORDING REQUESTED
 BY AND WHEN
 RECORDED RETURN TO:
 Mark F. Men'nan, Esq.
 Dentons US LLP
 233 S. Wacker Dr. Suite 5900
 Chicago, IL 60606

FOURTH OMNIBUS AMENDMENT

TO

NOTE, MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING, ASSIGNMENT
OF LEASES, AND LOAN DOCUMENTS

BY

830 NMA, LLC
a Delaware limited liability company,

as Borrower

AND

METROPOLITAN LIFE INSURANCE COMPANY,

a New York corporation,

as Lender

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FOURTH OMNIBUS AMENDMENT TO
NOTE, MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING, ASSIGNMENT
OF LEASES AND LOAN DOCUMENTS
DEFINED TERMS

Amendment Execution Date: July 16, 2020	
Note: The promissory note dated as of June 12, 2014 made by Borrower to the order of Lender in the principal amount of \$85,000,000, together with all extensions, renewals, modifications and amendments thereof.	
Lender & Address:	Metropolitan Life Insurance Company, a New York corporation One MetLife Way Whippany, New Jersey 07981-1449 Attention: Senior Vice President Real Estate Investments Re: 830 N. Michigan Facsimile: 973.355.4460 <p style="text-align: center;">with a copy to:</p> Metropolitan Life Insurance Company 125 S. Wacker, Suite 1100 Chicago, Illinois 60606 Attention: Mortgage Loan Team Leader
Borrower & Address:	830 NMA, LLC. c/o Brookfield Properties 350 North Orleans St., Suite 300 Chicago, IL 60654 Attention: Chief Financial Officer <p style="text-align: center;">with a copy to:</p> 830 NMA, LLC. c/o Brookfield Properties 350 North Orleans St., Suite 300 Chicago, IL 60654 Attention: General Counsel

Met/830 N Michigan
FOURTH AMENDMENT

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Liabe Party & Address:	GGP Real Estate Holding I, Inc., a Delaware corporation c/o Brookfield Properties 350 North Orleans St., Suite 300 Chicago, IL 60654 Attention: Chief Financial Officer
with a copy to:	GGP Real Estate Holding I, Inc., c/o Brookfield Properties 350 North Orleans St., Suite 300 Chicago, IL 60654 Attention: General Counsel
County and State in which the Property is located: Cook County, State of Illinois	
<p>Mortgage: as defined in the Recitals.</p> <p>Original Loan Documents: The Note, Mortgage and other Loan Documents as defined in the Mortgage, each as amended by the First Omnibus Amendment, the Second Omnibus Amendment, the Third Omnibus Amendment, and the Extension Letter.</p> <p>Loan Documents: The Original Loan Documents as amended by this Amendment and any other duly executed documents evidencing, securing or related to the Loan, the Note, the other Original Loan Documents, as amended by the this Amendment and all renewals, amendments, modifications, restatements and extensions of these documents.</p> <p>First Omnibus Amendment: as defined in the Recitals.</p> <p>Second Omnibus Amendment: as defined in the Recitals.</p> <p>Third Omnibus Amendment: as defined in the Recitals.</p> <p>Extension Letter: as defined in the Recitals.</p> <p>Amendment: as defined in the Preamble.</p> <p>Reaffirmation: that certain Fourth Amendment and Reaffirmation of Guaranty Agreement and Unsecured Indemnity Agreement, dated as of the Amendment Execution Date, by and among Borrower, Liabe Party and Lender.</p> <p>Guaranty: Guaranty Agreement in favor of Lender dated as of June 12, 2014 and executed by Liabe Party as amended from time to time, including by the Reaffirmation.</p> <p>Indemnity Agreement: Unsecured Indemnity Agreement dated as of June 12, 2014 and executed by Borrower and Liabe Party in favor of Lender as amended from time to time, including by the Reaffirmation.</p>	

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The Indemnity Agreement, the Guaranty and the Reaffirmation are not Loan Documents and shall survive repayment of the Loan or other termination of the Loan Documents except as otherwise provided therein.

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COOK COUNTY
RECORDER OF DEEDS
COOK COUNTY
RECORDER OF DEEDS

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FOURTH OMNIBUS AMENDMENT

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This FOURTH OMNIBUS AMENDMENT TO NOTE, MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING, ASSIGNMENT OF LEASES AND LOAN DOCUMENTS (this "**Amendment**") is entered into as of the Amendment Execution Date by Borrower and Lender with reference to the following Recitals:

RECITALS

A. On June 12, 2014, Lender made a loan to Borrower in the amount of Eighty Five Million Dollars (\$85,000,000.00) which is evidenced by the Note.

B. In order to secure the Note, Borrower executed and delivered to Lender the following instruments: (i) a Mortgage, Security Agreement and Fixture Filing dated as of and recorded on June 12, 2014 in the Official Records of Cook County as Document 1416341120 (the "**Mortgage**"), and (ii) an Assignment of Leases dated as of and recorded on June 12, 2014 in the Official Records of Cook County as Document 1416341121 (the "**Assignment of Leases**"). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Mortgage.

C. Borrower and Lender entered into that certain Omnibus Amendment to Note, Mortgage and other Loan Documents by and between Borrower and Lender dated as of June 29, 2017 (the "**First Omnibus Amendment**") to exercise the first of its two Extension Options (as defined in the Note) to extend the Maturity Date to July 1, 2018 pursuant to and in accordance with Section 16 of the Note.

D. Borrower and Lender entered into that certain Second Omnibus Amendment to Note, Mortgage and other Loan Documents by and between Borrower and Lender dated as of June 28, 2018 (the "**Second Omnibus Amendment**") to exercise the second of its two Extension Options (as defined in the Note) to extend the Maturity Date to July 1, 2019 pursuant to and in accordance with Section 16 of the Note.

E. Borrower and Lender entered into that certain Third Omnibus Amendment to Note, Mortgage and other Loan Documents by and between Borrower and Lender dated as of July 1, 2019 (the "**Third Omnibus Amendment**") to extend the Maturity Date to July 1, 2020 pursuant to and in accordance with the terms of the Third Omnibus Amendment.

F. Borrower, Lender and Liable Party entered into that certain side letter agreement dated as of June 30, 2020 (the "**Extension Letter**") to extend the Maturity Date to July 16, 2020 pursuant to and in accordance with the terms of the Extension Letter.

G. Borrower desires to further extend the Maturity Date to July 1, 2021 and has requested Lender's consent to such extension.

H. As a condition to agreeing to such extension, in addition to other good and valuable consideration, Lender is requiring that (i) as described in this Amendment, Borrower prepay a portion of the Loan and pay to Lender a loan modification fee, (ii) Liable Party and Borrower reaffirm their respective obligations under each of the Guaranty and Indemnity Agreement as set forth in the Reaffirmation, and (iii) Borrower deliver this Amendment.

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FOURTH OMNIBUS AMENDMENT

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I. The parties desire to amend the Loan Documents on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the Recitals and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Borrower and Lender agree as follows:

AGREEMENTS:

1. Incorporation of Recitals. The foregoing Recitals are incorporated in this Amendment as if fully set forth therein.

2. Maturity Date. From and after the date hereof the Maturity Date shall be July 1, 2021.

3. Fees; Paydown; Amortization. As a condition of Lender granting the Maturity Date extension, Borrower has agreed to the following: (A) on or before the date hereof Borrower shall pay an extension fee to Lender in the amount of One Hundred Eighty Two Thousand Five Hundred and No/100's Dollars (\$182,500.00) (the "**Loan Modification Fee**"), (B) on or before the date hereof Borrower shall partially prepay the Loan in an amount equal to Five Million and No/100's Dollars (\$5,000,000.00) to reduce the principal balance of the Loan to Seventy Three Million and No/100's Dollars (\$73,000,000.00), and upon and after Lender's receipt of such partial paydown, the Loan Amount shall be reduced to Seventy Three Million and No/100's Dollars (\$73,000,000.00), and (C) on October 1, 2020, January 1, 2021, April 1, 2021, and, in the event the Maturity Date of the Loan is extended pursuant to Section 4 hereof, July 1, 2021, October 1, 2021, January 1, 2022 and April 1, 2022, Borrower shall make a mandatory principal payment in an amount equal to \$1,300,000 (i.e. seven quarterly payments of \$1,300,000 each for a total, if the Loan is fully extended in accordance with the terms hereof, of \$9,100,000) (the "**Required Principal Amortization Payments**"), in addition to any interest payments due on such dates in accordance with the Note. It is agreed that if any of the foregoing payment dates for the Required Principal Amortization Payments falls on day other than a Business Day, then such payments shall be made on the immediately succeeding Business Day. The obligation of Borrower to make the Required Principal Amortization Payments, including the portion of the Required Principal Amortization Payments that would have been due on or after the current Maturity Date if the Loan term is not extended pursuant to Section 4 below, shall be guaranteed by Liable Party pursuant to the Reaffirmation.

4. Loan Extension. Borrower shall have one (1) option (the "**Extension Option**") to extend the Maturity Date of the Loan for a period of one (1) year (the "**Extension Term**"). Borrower's right to extend the Maturity Date for such Extension Term pursuant to the Extension Option shall be subject to the following conditions: (i) Borrower shall deliver to Lender written notice that it wishes to exercise the Extension Option at least sixty (60) days prior to the then-current Maturity Date (the "**Extension Notice**"); (ii) there shall be no Event of Default under the Loan Documents, the Indemnity Agreement, or the Guaranty at the time of the exercise of the Extension Option; (iii) to the extent then required under Section 17 of the Note, Borrower shall

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obtain an Interest Rate Cap Agreement that complies with all of the requirements of Section 17 of the Note; (iv) Borrower shall pay all out-of-pocket costs and expenses incurred by Lender in connection with such extension including title insurance premiums, documentation costs and reasonable attorneys' fees; (v) Borrower shall pay a fee to Lender equal to 0.25% of the Loan Amount then outstanding (taking into account the payment of the Required Principal Amortization Payment to be made on July 1, 2021) for the Extension Option, payable on or prior to the date of the extension; and (vi) if required by Lender, Borrower shall execute extension documents satisfactory to Lender relating to the Loan Documents, the Indemnity Agreement, and the Guaranty. The interest rate during the Extension Term shall continue to be the Interest Rate as provided in this Amendment.

5. LIBOR Rate. Section 1(b) of the Note is hereby restated in its entirety to read as follows:

“(b) **LIBOR Rate**” as used herein shall mean the one month London interbank offered rate for deposits in U.S. dollars rounded upwards if necessary to the nearest one one-hundredth (1/100th) of one percent appearing on the display designated as Reuters Screen LIBOR01 Page, or such other page as may replace LIBOR01 on that service (or such other service as may be nominated as the information vendor by the ICE Benchmark Administration (the “**IBA**”), or successor administrator to the IBA, for the purpose of displaying the IBA’s, or successor administrator’s, interest settlement rates for U.S. dollar deposits as the composite offered rate for London interbank deposits.) If the aforementioned sources of the LIBOR Rate are no longer available, then the term **LIBOR Rate** shall mean the one month London interbank offered rate for deposits in U.S. dollars rounded upwards if necessary to the nearest one one-hundredth (1/100th) of one percent as shown on the appropriate Bloomberg Financial Markets Services Screen or any successor index on such service under the heading “USD”. In the event that the LIBOR Rate is no longer available, or if Holder determines that LIBOR is no longer the industry standard, then it shall be replaced by a benchmark rate (with an appropriate one-time permanent spread adjustment to address the change in benchmark so as to approximate the Interest Rate agreed to herein) that Holder then commonly utilizes as a LIBOR replacement on floating rate loans secured by commercial real estate where it holds a similar right to declare a replacement. Holder’s determinations under the preceding sentence shall be conclusive absent manifest error. If the applicable rate as described above is below zero, LIBOR Rate or such replacement benchmark rate, as applicable, will be deemed to be zero.”

6. Interest Rate. From and after July 1, 2020, the Interest Rate shall be a rate per annum equal to the greater of (a) the sum of (i) 350 basis points (3.50%) plus (ii) the LIBOR Rate as calculated pursuant to clauses (a) and (b) of Section 1 of the Note as amended hereby, or (b) four percent (4.0%). The LIBOR Rate floor instituted pursuant to Section 4 of the Third Omnibus Amendment shall no longer be applicable from and after July 1, 2020.

7. Interest Rate Cap. The first sentence of Section 17 of the Note is hereby restated in its entirety to read as follows: “In the event the LIBOR Rate is 2.0% (the “**Trigger Rate**”, which Trigger Rate is subject to modification by Holder to account for a change in the benchmark rate in accordance with Section 1(b) - definition of “LIBOR Rate”) or higher at any time prior to the Maturity Date, Borrower shall, within fifteen (15) Business Days (the

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“**Springing Cap Deadline**”) enter into an Interest Rate Cap Agreement which shall protect against an increase in interest rates which would cause the Interest Rate to exceed 6.10% per annum.”

8. Permitted Lease Amendment. Borrower may, without requirement of Lender’s consent, enter into a lease amendment or side letter (the “**Uniqlo Lease Amendment**”) with the tenant at the Property commonly known as Uniqlo (“**Uniqlo**”) to document a rent collection arrangement with Uniqlo with respect to the rental payments that were due under the Uniqlo lease for the portions of the months of March, April, May and June of 2020 when Uniqlo was closed for business (the “**Rental Relief Period**”) so long as the following conditions are met:

(a) No Event of Default exists under any of the Loan Documents as of the date of such Uniqlo Lease Amendment.

(b) Such Uniqlo Lease Amendment provides for a deferral or reduction of rent that was due during the Rental Relief Period and (i) if a deferral, Uniqlo is required to repay any deferred rent payments over a period of time ending no later than the expiration of Uniqlo’s lease or (ii) if an abatement or other accommodation, it includes an extension of the term of Uniqlo’s lease for the number of the months (or partial months) equal to the period of rental abatement or other accommodation.

(c) Borrower provides Lender with a copy of the executed Uniqlo Lease Amendment no later than ten (10) Business Days after the Uniqlo Lease Amendment is entered into, along with a certification that the Uniqlo Lease Amendment complies with the terms of this Section 8, which delivery may be made by email to sboots@metlife.com.

(d) Such Uniqlo Lease Amendment shall not otherwise contain any terms that are not commercially reasonable or that could reasonably be deemed to be adverse to Borrower.

Nothing contained herein shall obligate Borrower to enter into the Uniqlo Lease Amendment, it being the intent of the parties to give the Borrower the option to enter into the Uniqlo Lease Amendment, subject to the conditions contained herein. Lender is not a party to the proposed Uniqlo Lease Amendment and makes no business judgment as to economic viability or any other terms contained in the proposed Uniqlo Lease Amendment. This Amendment shall not be deemed or construed as a consent to any lease agreement, renewal, modification or amendment that would otherwise require the consent of Lender under the terms of the Loan Documents, except solely to the extent expressly set forth herein with respect to the Uniqlo Lease Amendment.

9. Amended Defined Terms. From and after the date hereof, (i) the term “Note” shall reference the Note as modified by this Amendment; (ii) the term “Mortgage” shall reference the Mortgage as modified by this Amendment; and (iii) the term “Loan Documents” shall reference the Loan Documents as modified by this Amendment.

10. Representations and Warranties. Borrower hereby represents and warrants to Lender as of the Amendment Execution Date, (i) except as set forth on Schedule I attached

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hereto, all of Borrower's representations and warranties in the Loan Documents and Indemnity Agreement are true and correct as if made on the date hereof except as same may be modified or changed in accordance with the terms and conditions of the Loan Documents and are not limited in any way by the representations and warranties set forth herein, (ii) no Event of Default exists under the Loan Documents, Indemnity Agreement or Guaranty and Borrower does not have any knowledge of any event or circumstance which with the giving of notice or the passage of time, or both, would constitute an Event of Default under the Loan Documents, Indemnity Agreement or Guaranty, (iii) Borrower validly exists under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Amendment and to perform its obligations under the Loan Documents and Indemnity Agreement, as modified herein, (iv) the execution and delivery of this Amendment by Borrower and the performance by Borrower of its obligations under the Loan Documents and Indemnity Agreement as modified herein have been duly authorized by all requisite action by or on behalf of Borrower, (v) this Amendment has been duly executed and delivered on behalf of Borrower, and (vi) no information provided by or on behalf of Borrower in connection with this Amendment, or any written statement or document furnished by or on behalf of Borrower in connection with this Amendment, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading in light of the circumstances under which they were made; provided, however, the forward-looking statements and projections contained in any financial information provided to Lender reflect various beliefs, expectations and assumptions of management of Borrower based on the information available to it and are subject to significant uncertainties and contingencies (many of which are not currently known to Borrower, difficult to predict and beyond the control of Borrower) that could cause actual results, performance or financial position to differ materially from the statements included herein. These risks and uncertainties include, but are not limited to, potential risks and uncertainties relating to the spread of COVID-19, the severity of the disease, the duration of the COVID-19 outbreak, actions that may be taken by governmental authorities to contain the COVID-19 outbreak or to treat its impact, the potential negative impacts of COVID-19 on the global economy and financial markets and any resulting impact on Borrower and its business, assets, financial condition and prospects. Neither Borrower nor any of its affiliates, employees, representatives or advisors makes any representation or warranty (express or implied) as to the reasonableness, completeness, accuracy or reliability of any of the forward-looking statements contained in any such financial information provided to Lender.

11. Ratification. Borrower hereby ratifies and confirms that the Loan Documents and Indemnity Agreement are in full force and effect, and are unamended except as expressly set forth herein and in the Reaffirmation, and further, Borrower reaffirms all of its payment and performance obligations, contingent or otherwise, under the Loan Documents, as same are or may be amended hereby and further, Borrower represents and warrants that, as of the date hereof, no defenses exist to the enforcement thereof or hereof.

12. Preconditions to Amendment. The following are conditions precedent to the effectiveness of this Amendment:

- (a) Borrower shall deliver to Lender a letter from Borrower countersigned by a title insurance company acknowledging receipt of this Amendment (along with

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all amounts necessary to pay any taxes and/or recording charges) and agreeing to record the Amendment in the real estate records for the county in which the Property is located

- (b) Borrower shall deliver to Lender at Borrower's expense a date down endorsement to Lender's title insurance policy with respect to the Mortgage in form and substance satisfactory to Lender, showing no liens or encumbrances other than Permitted Encumbrances.
- (c) Borrower shall remit the Loan Modification Fee to Lender by wire transfer. Borrower acknowledges that the Loan Modification Fee will have been earned by Lender, and that no portion of this fee will be returned under any circumstances whatsoever, upon the full execution of this Amendment by all parties hereto.
- (d) Borrower shall pay to Lender the reasonable fees and costs of Lender's counsel, and all other out-of-pocket costs in connection with this Amendment and the matters contemplated by this Amendment. Lender shall incur no cost or expense in connection with the matters contemplated by this Amendment.
- (e) Borrower shall provide to Lender an opinion of counsel to the Borrower and Liable Party, in form and substance acceptable to Lender, covering enforceability of this Amendment, authority of Borrower and Liable Party to enter into this Amendment and any other documents executed in connection herewith and such other matters relating to the transactions contemplated hereby as reasonably requested by Lender, such opinions to be in a form substantially similar to those opinions delivered by Borrower in connection with the Third Omnibus Amendment.
- (f) Borrower shall provide to Lender a certificate of an officer of Borrower, in form and substance reasonably acceptable to Lender, certifying to and attaching a true, correct and complete copy of resolutions authorizing this Amendment on behalf of Borrower and Liable Party and the current organizational chart of Borrower and Liable Party.
- (g) Borrower shall provide to Lender the most recent bills for Impositions and Premiums received by Borrower and evidence that such bills were paid if and to the extent such bills were due and payable.

13. Full Force and Effect. This Amendment does not create any new or further indebtedness and is not intended and shall not be construed to disturb, discharge, cancel, impair, distinguish or release the repayment obligations and the Secured Indebtedness evidenced by the Note or any of the Loan Documents or impair, alter, or diminish the effect, lien or encumbrance of the Loan Documents on that portion of the Property which is not hereby released, or any rights or remedies of the Lender thereunder.

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14. No Waiver. Neither the execution, delivery or effectiveness of this Amendment shall, except as provided herein, operate as a waiver of any right, power or remedy of Lender under, nor constitute a waiver of any provision of, the Mortgage, the Note, any other Loan Document, the Indemnity Agreement or the Guaranty, including, without limitation, Lender's rights to call an Event of Default for any facts, conditions, events or circumstances that exist as of, or existed prior to, the date of this Amendment, or which may exist in the future.

15. Authorization; Successors and Assigns. Borrower represents, warrants and agrees that this Amendment has been duly authorized and validly executed by or on behalf of Borrower. This Amendment shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

16. Release. To induce Lender to enter into this Amendment, and in consideration thereof, Borrower hereby releases and waives any claims, counterclaims, cross-claims, offsets, recoupment, damages, causes of action or defenses they have or may have, whether known or unknown, of any kind, arising from any matter with regard to the Loan, this Amendment, the Loan Documents or the Indemnity Agreement, the performance of its obligations thereunder, or any transaction related to the Loan, this Amendment, the Loan Documents or the Indemnity Agreement, against and/or with regard to Lender, any affiliate of Lender, each co-lender, each participant, and any employees, officers, directors, accountants, attorneys, servicers, affiliates, agents, successors or assigns thereof, in each case, that Borrower now has or may hereafter have by reason of any act, omission, matter, cause or thing, arising from the beginning of the world to and including the date that this Amendment, and any such claims, counterclaims, cross-claims, offsets, recoupment, damages, causes of action or defenses are hereby waived, relinquished and released (collectively, the "**Waived Claims**"). Furthermore, Borrower hereby represents and warrants that it has not previously assigned, conveyed or otherwise transferred, whether voluntarily, involuntarily or by operation of law, any of the Waived Claims.

17. No Modification. This Amendment shall not constitute: (i) an agreement to further negotiate with Borrower or Liable Party; (ii) an agreement to further amend or modify any or all of the Loan Documents, the Indemnity Agreement or the Guaranty; or (iii) a course of conduct or course of dealing relating to any one or more of the above. Borrower acknowledges that it has no basis to expect Lender to enter into any further modification of the Loan Documents, the Indemnity Agreement or the Guaranty. If there are any future discussions among Lender and Borrower or Liable Party concerning any further restructuring, modification or reinstatement, then no restructuring, modification, reinstatement, compromise, settlement, agreement or understanding with respect to the Loan, the Loan Documents, the Indemnity Agreement or the Guaranty, the Property or any aspect thereof, shall constitute a legally binding agreement or contract or have any force or effect whatsoever unless and until reduced to writing and signed by authorized representatives of the applicable parties hereto, and that none of the parties hereto shall assert or claim in any legal proceedings or otherwise that any such agreement exists except in accordance with the terms of this section.

18. Prior Agreements. The Loan Documents, the Indemnity Agreement and the Guaranty, including this Amendment, (i) integrate all of the terms and conditions mentioned in or incidental to the Loan Documents, the Indemnity Agreement and the Guaranty, (ii) supersede

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all oral negotiations and prior and other writings with respect to the subject matter thereof, and (iii) are intended by the parties as the final expression of the agreement with respect to the terms and conditions set forth therein and as the complete and exclusive statement of the terms agreed to by the parties. If there is any conflict between the terms, conditions and provisions of this Amendment and those of any of the original Loan Documents, the original Indemnity Agreement and the original Guaranty, the terms, conditions and provisions of this Amendment shall prevail.

19. Voluntary Agreement. Borrower (i) is a sophisticated party represented by legal counsel of the Borrower's choice in the transactions contemplated by this Amendment; (ii) is fully aware and clearly understands all of the terms contained in this Amendment; (iii) has voluntarily, with full knowledge and without coercion or duress of any kind, entered into this Amendment; (iv) is not relying on any representation, either written or oral, express or implied, made by the Lender or any other Person other than as set forth in this Amendment; (v) acknowledges that on the Borrower's own initiative, Borrower has made proposals to the Lender, the terms of which are reflected by this Amendment; and (vi) has received actual and adequate consideration to enter into this Amendment.

20. Counterparts. This Amendment may be executed in any number of identical counterparts, each of which for all purposes is to be deemed an original, but all of which constitute collectively one agreement.

21. Governing Law. This Amendment shall be governed by and construed in accordance with the internal laws of the Illinois.

22. Waiver of Jury Trial. NEITHER BORROWER NOR LENDER (NOR ANY OF THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS) SHALL SEEK A JURY TRIAL IN ANY ACTION BASED UPON OR ARISING OUT OF OR OTHERWISE RELATING TO THIS AMENDMENT, OR ANY OF THE LOAN DOCUMENTS OR INDEMNITY AGREEMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, BORROWER, AND LENDER HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ANY AND ALL RIGHT TO ANY SUCH JURY TRIAL AND AGREE THAT NO SUCH ACTION WITH RESPECT TO WHICH A JURY TRIAL HAS BEEN WAIVED SHALL BE SOUGHT TO BE CONSOLIDATED WITH ANY OTHER ACTION WITH RESPECT TO WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS SECTION HAS BEEN FULLY DISCUSSED BY BORROWER AND LENDER AND THEIR RESPECTIVE COUNSEL, AND THIS ACTION SHALL NOT BE SUBJECT TO ANY EXCEPTIONS.

23. Further Assurances. Borrower shall at any time, and from time to time, upon the written request of Lender, sign and deliver such further documents and do such further acts and things as Lender may reasonably request to effect the purposes of this Amendment.

24. Miscellaneous. In the event of any conflict or inconsistency between this Amendment and the Loan Documents, the applicable provisions of this Amendment shall govern. The captions herein are used for convenience only; the parties do not intend such captions to be used in interpreting the meaning of the Amendment. In the event a court finds a

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provision of this Amendment to be unenforceable, such provision shall be severable and the other provisions shall remain in full force and effect.

25. Construction. The words “hereof”, “herein”, and “hereunder”, and other words of a similar import refer to this Amendment as a whole and not to the individual Sections in which such terms are used. References to Sections and other subdivisions of this Amendment are to the designated Sections and other subdivisions of this Amendment as originally executed. The headings of this Amendment are for convenience only and shall not define or limit the provisions hereof. Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

26. Notices. In light of current recommendations for social distancing and increased remote working measures in place, and the resulting limited ability of Borrower and Lender to receive notices, consents, approvals and requests required or permitted under any Loan Document or Indemnity Agreement via non-electronic methods described in Section 14.02 of the Mortgage or the Indemnity Agreement, as applicable, from the date hereof and until December 31, 2020, parties hereto shall deliver all formal notices, consents, approvals and requests required or permitted under any Loan Document or the Indemnity Agreement in writing via email to each of the e-mail addresses set forth below for each party, or to such other e-mail addresses as such party may specify by a notice delivered pursuant to email in accordance with this Section. In addition to such delivery via email, Borrower and Lender are to continue, to the extent practicable, to deliver all formal notices, consents, approvals and requests required or permitted under any Loan Document or the Indemnity Agreement in writing via one of the other methods set forth in Section 14.02 of the Mortgage or in accordance with the notice provisions in the Indemnity Agreement in accordance with the provisions of Section 14.02 of the Mortgage, or the notice provisions of the Indemnity Agreement (and, if such delivery method is not practicable, to note the reason why in the email notice). Any such email communication specified in this paragraph will be effective only when actually received in readable form (or made available) before 5:00 P.M. EST on any Business Day or on the next Business Day if so received after 5:00 P.M. EST (in each case, so long as such notice was acknowledged as received by at least one representative of the party that is the recipient of the email set forth below). The e-mail addresses for purposes of delivering notice pursuant to this paragraph are as follows:

If to Lender:	msharples@metlife.com sboots@metlife.com
If to Borrower:	Matthew.Harrison@brookfieldpropertiesretail.com Michael.Rogers@brookfieldpropertiesretail.com Jeffrey.Aldridge@brookfieldpropertiesretail.com

[Remainder of page intentionally left blank]

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IN WITNESS WHEREOF, Borrower and Lender have executed this Amendment, or have caused this Amendment to be executed by its duly authorized representative(s) as of the Amendment Execution Date.

830 NMA, LLC,
a Delaware limited liability company.

By: [Signature]
Name: Jeffrey P. Aldridge
Its: Authorized Signatory

ACKNOWLEDGEMENT

State of Illinois

County of Cook

§
§
§

Before me the undersigned notary public on this day personally appeared Jeffrey P. Aldridge, the Authorized Signatory of 830 NMA, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of such limited liability company.

Given under my hand and seal of office this 14th day of July, 2020.

[Signature]

Notary Public in and for Illinois (Cook County)

My Commission Expires: 1/8/2021



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METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation

By: MetLife Investment Management, LLC,
a Delaware limited liability company,
its investment manager

By: Matthew W Sharples
Name: Matthew W. Sharples
Title: Authorized Signatory and
Managing Director

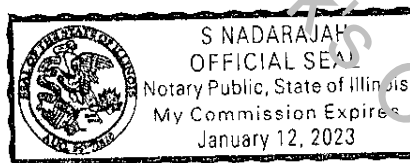
ACKNOWLEDGEMENT

State of IL §
County of DuPage §

Before me the undersigned notary public on this day personally appeared MATTHEW W SHARPLES, the _____ of _____, a _____, known to me (or proved to me through IL Drivers License) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of such limited liability company.

Given under my hand and seal of office this 15th day of July, 2020.

S Nadarajah
Notary Public in and for IL



My Commission Expires: 01/12/2023

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EXHIBIT A

PARCEL 1:

THAT PART OF LOTS 1 AND 2, TAKEN AS A TRACT, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 1; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, ALONG THE SOUTH LINE OF LOTS 1 AND 2, A DISTANCE OF 186.19 FEET; THENCE NORTH 0 DEGREES, 02 MINUTES, 05 SECONDS WEST 107.26 FEET TO THE NORTH LINE OF LOT 2; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, ALONG THE NORTH LINE OF LOTS 1 AND 2, A DISTANCE OF 186.65 FEET TO THE NORTHEAST CORNER OF LOT 1; THENCE SOUTH 0 DEGREES, 12 MINUTES, 49 SECONDS WEST, ALONG THE EAST LINE OF LOT 1, A DISTANCE OF 107.26 FEET TO THE SOUTHEAST CORNER OF SAID LOT BEING THE POINT OF BEGINNING OF THE HEREINABOVE DESCRIBED TRACT, ALL IN FERRY'S SUBDIVISION OF PART OF BLOCK 20 IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN EASEMENT AGREEMENT DATED NOVEMBER 19, 1993 AND RECORDED NOVEMBER 26, 1993 AS DOCUMENT 93965528, MADE BY AND BETWEEN LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1993 AND KNOWN AS TRUST NUMBERS 118065 AND 118066 (COLLECTIVELY, THE "CHESTNUT TRUSTEE") AND AMERICAN FREEHOLDS, A NEVADA GENERAL PARTNERSHIP ("AMERICAN FREEHOLDS") GRANTING A NON-EXCLUSIVE EASEMENT IN FAVOR OF AMERICAN FREEHOLDS AND TO THE OWNERS AND TENANTS FROM TIME TO TIME OF THE AMERICAN PROPERTY AND THEIR RESPECTIVE TENANTS, SUBTENANTS, LICENSEES, CONCESSIONAIRES, SUPPLIERS, AGENTS, EMPLOYEES AND INVITEES THE EASEMENT AREA LOCATED UPON THE CHESTNUT PROPERTY FOR THE PURPOSE OF INGRESS AND EGRESS, DELIVERIES, LOADING AND UNLOADING TRASH REMOVAL, TEMPORARY PARKING OF DELIVERY AND SERVICE TRUCKS AND VEHICLES, AND PROVIDING ACCESS TO AND FROM THE SERVICeways, CORRIDORS AND FREIGHT ELEVATORS LOCATED ON THE AMERICAN PROPERTY, AS AMENDED BY AMENDMENT TO EASEMENT AGREEMENT MADE BY AND BETWEEN 111 EAST CHESTNUT CONDOMINIUM ASSOCIATION AND GROSVENOR INTERNATIONAL (AMERICAN FREEHOLDS) LIMITED, AND BBCAF-VRC, LLC, DATED SEPTEMBER 25, 2013, AND RECORDED OCTOBER 2, 2013, AS DOCUMENT 1327516040, WHICH INCLUDES EXHIBIT C-1 WHICH SUPPLEMENTS BUT DOES NOT REPLACE ORIGINAL DEPICTION IN AGREEMENT.

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PARCEL 3:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN EASEMENT AGREEMENT DATED NOVEMBER 19, 1993 AND RECORDED NOVEMBER 26, 1993 AS DOCUMENT 93965531, MADE BY AND BETWEEN LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1993 AND KNOWN AS TRUST NUMBERS 118065 AND 118066 (COLLECTIVELY, THE "CHESTNUT TRUSTEE") AND AMERICAN FREEHOLDS, A NEVADA GENERAL PARTNERSHIP ("AMERICAN FREEHOLDS") GRANTING A NON-EXCLUSIVE EASEMENT IN FAVOR OF AMERICAN FREEHOLDS AND TO THE OWNERS FROM TIME TO TIME OF THE AMERICAN PROPERTY, THEIR RESPECTIVE TENANTS, SUBTENANTS, LICENSEES, CONCESSIONAIRES, SUPPLIERS, AGENTS, EMPLOYEES AND INVITEES, AN EASEMENT AND THE RIGHT AND PRIVILEGE TO USE THE EASEMENT AREA FOR: (i) PEDESTRIAN INGRESS AND EGRESS TO AND FROM THE FIFTH FLOOR OF THE RETAIL BUILDING, AND (ii) THE CONSTRUCTION, MAINTENANCE, REPAIR AND REPLACEMENT OF THE ABOVE DESCRIBED ENTRANCE AND DOORS (SUCH ENTRANCE IMPROVEMENTS AND DOORS, AND ALL REPLACEMENTS THEREOF, BEING HEREAFTER COLLECTIVELY CALLED THE "PEDESTRIAN ENTRANCE IMPROVEMENTS").

PARCEL 4:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN EASEMENT AGREEMENT DATED NOVEMBER 19, 1993 AND RECORDED NOVEMBER 26, 1993 AS DOCUMENT 93965530, MADE BY AND BETWEEN LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1993 AND KNOWN AS TRUST NUMBERS 118065 AND 118066 (COLLECTIVELY, THE "CHESTNUT TRUSTEE") AND AMERICAN FREEHOLDS, A NEVADA GENERAL PARTNERSHIP ("AMERICAN FREEHOLDS") IN FAVOR OF AMERICAN FREEHOLDS AND TO THE OWNERS FROM TIME TO TIME OF THE AMERICAN PROPERTY, A NON-EXCLUSIVE EASEMENT AND THE RIGHT AND PRIVILEGE TO USE THE EASEMENT AREA, IN COMMON WITH THE OWNERS, OCCUPANTS, TENANTS, AND INVITEES OF THE CHESTNUT PROPERTY AND THEIR SUCCESSORS AND ASSIGNS, FOR : (i) THE USE OF THE EASEMENT AS A MEANS OF EMERGENCY EGRESS FROM THE AMERICAN PROPERTY AND THE CHESTNUT PROPERTY, TO PEARSON STREET, AND (ii) FOR THE CONSTRUCTION, MAINTENANCE, REPAIR AND REPLACEMENT OF THE FIRE WALL AND ALARM EQUIPMENT AND SYSTEMS AS MAY BE REASONABLY LOCATED WITHIN THE EASEMENT AREA (SUCH WALL, DOORS, AND LIGHTING AND ALARM EQUIPMENT AND SYSTEMS, AND ALL REPLACEMENT THEREOF, BEING HERINAFTER COLLECTIVELY CALLED THE "EMERGENCY CORRIDOR IMPROVEMENTS").

PARCEL 5:

Met/830 N. Michigan
FOURTH OMNIBUS AMENDMENT

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EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN EASEMENT AGREEMENT DATED NOVEMBER 19, 1993 AND RECORDED NOVEMBER 26, 1993 AS DOCUMENT 93965529, MADE BY AND BETWEEN LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1993 AND KNOWN AS TRUST NUMBERS 118065 AND 118066 (COLLECTIVELY, THE "CHESTNUT TRUSTEE") AND AMERICAN FREEHOLDS, A NEVADA GENERAL PARTNERSHIP ("AMERICAN FREEHOLDS") IN FAVOR OF AMERICAN FREEHOLDS AND TO THE OWNERS FROM TIME TO TIME OF THE AMERICAN PROPERTY, AN EXCLUSIVE EASEMENT AND THE RIGHT AND PRIVILEGE TO USE THE EASEMENT AREA FOR THE OPERATION, MAINTENANCE, REPAIR, SERVICING, AND REPLACEMENT OF THE FIRE PROTECTION EQUIPMENT AND SYSTEMS, A STAIRWAY AND WATER MAIN SERVING PARCEL 1 LOCATED IN THE EASEMENT AREA WHICH SERVICE THE AMERICAN PROPERTY.

PIN: 17-03-225-029-0000

Address: 830 North Michigan Avenue, Chicago, Illinois 60611

**COOK COUNTY
RECORDER OF DEEDS**

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RECORDER OF DEEDS**

Met/830 N. Michigan
FOURTH OMNIBUS AMENDMENT

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SCHEDULE I

Exceptions to Representations and Warranties

1. Section 2.01(b): Borrower's chief executive office is located at 350 N. Orleans St, Suite 300, Chicago, IL 60643.
2. Section 5.01:
 - a. See attached Schedule 5.01(a) for current rent roll.
 - b. See attached Schedule 5.01(b) for payment defaults under Existing Leases.

Property of Cook County Clerk's Office

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Schedule 5.01(a)

Rent Roll

(See Attached)

Property of Cook County
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Recorder's Office

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Met/830 N. Michigan
FOURTH OMNIBUS AMENDMENT

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COOK COUNTY RECORDER OF DEEDS

COOK COUNTY RECORDER OF DEEDS

R5615025A LCH0001

JDE Emergence 8 2 830 N Michigan Avenue Revd Roll - Lease Accounting - PDR As Of: 6/30/2020

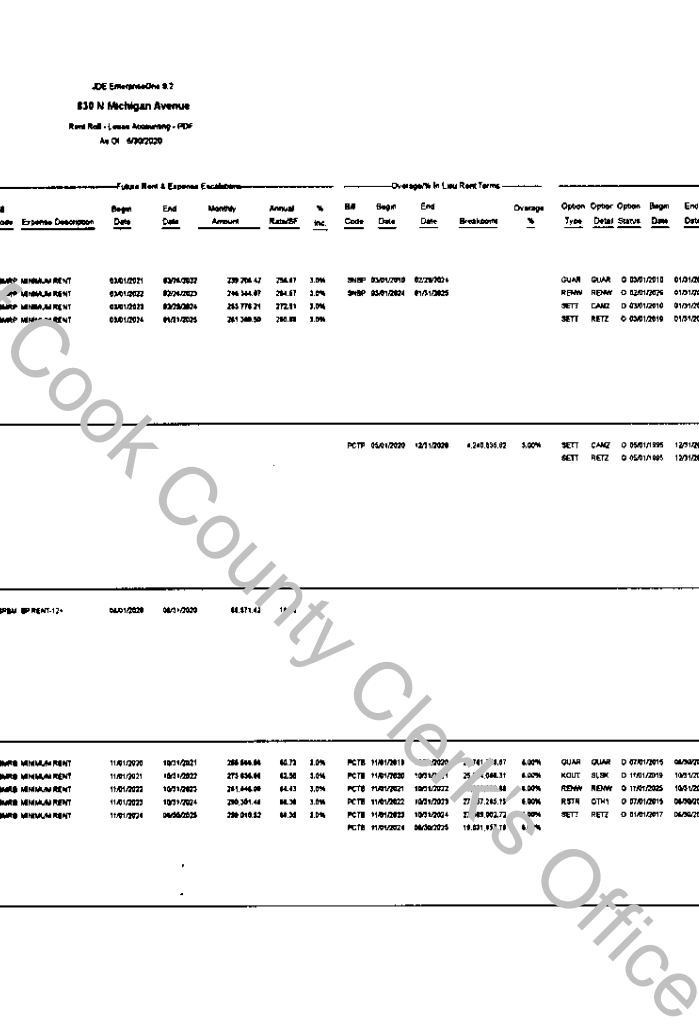
9/30/2020 18:32:12 Page - 1

Company: 02541 830 N Michigan Avenue Property: 2541 830 N Michigan Avenue

Table with multiple columns: Unit, DBA, Lease ID, Square, BB, Expense Description, Begin Date, End Date, Monthly Amount, Annual Rate/BF, BB Code, Expense Description, Begin Date, End Date, Monthly Amount, Annual Rate/BF, % Inc, BB Code, Begin Date, End Date, Breakdown, Overage %, Option Type, Detail, Status, Begin Date, End Date, Critical Date, Notice Date, Sales Threshold, Kickout Payment, %.

Non-GLA

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RS615003A
L000001

.JDE Enterprise 9.2
830 N Michigan Avenue
Rent Roll - Lease Accounting - PDF
As Of: 05/02/20

5/02/20 16:32:12
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Company: 02341 830 N Michigan Avenue
Property: 2341 830 N Michigan Avenue

Unit	DLA	Lease ID	Squares	Bill	Expense Description	Current Lease		Annual Rent/SF	Bill Code	Expense Description	Future Rent & Expense Escalations		Annual Rent/SF	%	Bill Code	Overage % In-Lieu Rent Terms		Legal Clauses		Kiosk	
						Begin Date	End Date				Begin Date	End Date				Monthly Amount	Annual Rent/SF	Begin Date	End Date		Option Type
ANT06	Variable	34621	1	SHAUN MHN REHT ANTENNA	11/01/2015	10/31/2020	1,999.00		SHAUN MHN REHT ANTENNA	11/01/2020	10/31/2021	1,156.01	57.8%								
										SHAUN MHN REHT ANTENNA	11/01/2021	10/31/2022	1,313.88	65.7%							
										SHAUN MHN REHT ANTENNA	11/01/2022	10/31/2023	1,472.45	73.6%							
										SHAUN MHN REHT ANTENNA	11/01/2023	10/31/2024	1,636.62	81.8%							
						Total:	1,999.00														

ANT06	VERIZON WIRELESS	33251	38	SHAUN MHN REHT ANTENNA	05/01/2020	02/28/2021	2,626.31	67.34	SHAUN MHN REHT ANTENNA	05/01/2021	02/28/2022	2,789.72	73.41	3.0%							
										SHAUN MHN REHT ANTENNA	05/01/2022	02/28/2023	2,786.49	73.38	3.0%						
										SHAUN MHN REHT ANTENNA	05/01/2023	02/28/2024	2,974.59	76.13	3.0%						
						Total:	2,626.31														

Unit	DLA	Squares	Current Month Total
ANT06	Variable	1	1,999.00
ANT06	VERIZON WIRELESS	38	2,626.31
ANT07	OT	1	
ANT08	OT	1	
			Total:

Inlie	Occupied SF	Vacant SF	35% SF	Total SF
	55.5%	3	67,563	
	3.5%	1	4,228	
	41.0%	1	49,958	
	100.0%	5	121,749	

Non-GLA	Occupied SF	Vacant SF	Total SF
	84.9%	2	17
	5.1%	2	2
	100.0%	4	19

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COOK COUNTY
RECORDER OF DEEDS

RS615023A
LCH001

JDE EnterpriseOne 9.2
830 N Michigan Avenue
Rent Roll - Lease Accounting - PDF
As Of: 6/30/2020

6/30/2020 10:12:12
Page: 3

Total Property: 2341 830 N Michigan Avenue			
Occupied SF:	98.5%	0	117,448
Vacant SF:	3.5%	3	4,228
Total SF:	100.0%	3	121,676

Total Company 02341 830 N Michigan Avenue			
Occupied SF:	98.5%	0	117,448
Vacant SF:	3.5%	3	4,228
Total SF:	100.0%	3	121,676

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RS615025A

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05/02/20 10:32:12

Processing Option Information and Glossary

Area Type : Includes - LNT ONO STO MAR

Lease Type : Excludes - AD DD SP

Lease Status : Excludes - K X

Lease Status Glossary :

- C Closed
- D Dark
- H Holdover
- K Approved
- M Month-to-Month
- O Open
- P Signed, Variable Rent Commence
- Q Signed, Fixed Rent Commence
- U Unexecuted/Playing
- Y Vacant/Paying
- X Pending Lease Acctg Review

Lease Type Glossary :

- AD Approved Deal
- DD Dead Deal
- DS Department Store
- LA Lease Lease
- LD Land
- OT Other
- RT Retail
- SB Sublease
- SL Specialty 305+
- SP Specialty
- ST Storage
- XL Inactive Lease - Route Conv

Area Type Glossary :

- DEC Decommissioned Sq Ft
- DEV Development Square Footage
- OLA Gross Leasable Area
- RAA RAVG Capacity
- MAR Misc Alternative Sq Ft
- MEZ Mezzanine
- NE Non Lease
- ONO Non 1:1 Owned Outparcel Sq Ft
- RAW Raw Space
- STO Storage Space
- TEM Specialty Leasing
- LNT Total Unit Square Footage

DE Code Glossary :

- EMAN MIN RENT ANTENNA
- BMRR MIN/MIN RENT
- BMRP MIN/MIN RENT
- CAPP CAM PRORATA
- HOLD HOLDOVER FEE
- PCTR OVERAGE RENT
- PCTP OVERAGE RENT

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COOK COUNTY RECORDER OF DEEDS

RSR15023A

JDE EnterpriseOne 8.2

8/26/2020 10:32:12

REPP RET PRORATA
SNBP SALES NO BREAKPOINT
SPBM SP RENT-12-
WTSP WATER & SEWER

Unit Type Group	ANCHOR	Includes the following Unit Type	D Department Store
	ANC	Anchor	O Land
	ANC	Anchor	

Unit Type Group	OUTPAC	Includes the following Unit Type	B Big Box
	OUT	Outparcel	C Fast Casual Restaurant
	OUT	Outparcel	E Restaurant Full Service
	OUT	Outparcel	O Other
	OUT	Outparcel	R Retail
	OUT	Outparcel	T Theatre

Unit Type Group	INLINE	Includes the following Unit Type	B Big Box
	ANC	Anchor	E Restaurant Full Service
	ANC	Anchor	R Retail
	ANC	Anchor	T Theatre
	ANC	Anchor	B Big Box
	BM	Inline	C Fast Casual Restaurant
	BM	Inline	E Restaurant Full Service
	BM	Inline	M ATM
	BM	Inline	H Shacks/Other
	BM	Inline	R Retail
	BM	Inline	T Theatre
	NFI	Non-Fronting Inline	B Big Box
	NFI	Non-Fronting Inline	C Fast Casual Restaurant
	NFI	Non-Fronting Inline	E Restaurant Full Service
	NFI	Non-Fronting Inline	M ATM
	NFI	Non-Fronting Inline	H Shacks/Other
	NFI	Non-Fronting Inline	R Retail
	NFI	Non-Fronting Inline	T Theatre

Unit Type Group	OFFICE	Includes the following Unit Type	O Other
	OFF	Office	

Unit Type Group	STORAGE	Includes the following Unit Type	P Storage
	STR	Storage	

Unit Type Group	STRIP	Includes the following Unit Type	B Big Box
	STC	Strip Center	C Fast Casual Restaurant
	STC	Strip Center	D Department Store
	STC	Strip Center	E Restaurant Full Service
	STC	Strip Center	G Land
	STC	Strip Center	R Retail
	STC	Strip Center	T Theatre

Unit Type Group	FOOD	Includes the following Unit Type	F Food Court
	FM	Inline	F Food Court
	NFI	Non-Fronting Inline	

Unit Type Group	NONGLA	Includes the following Unit Type	A Advertising
	ALT	Alternative Revenue	

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6/30/2020 14:32:12

KSK	Kiosk	M	ATM
KSK	Kiosk	N	Snacks/Other
KSK	Kiosk	R	Retail
OTH	Other	O	Other
TEM	Temporary	S	Specialty

Unit Type Group	MAJOR	Includes the following Unit Type	
		ANC	Anchor
		ANC	Anchor
		O	Land
		R	Retail

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Schedule 5.01(b)

Payment Defaults under Existing Leases

(See Attached)

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Met/830 N. Michigan
FOURTH OMNIBUS AMENDMENT

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830 North Michigan Avenue – Tenant Payment Defaults

- Tenant Payment Defaults
 - Columbia
 - Ghirardelli
 - Toytopia/Candytopia
 - Uniqlo

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