

# UNOFFICIAL COPY



\*2026541078\*

PREPARED BY AND AFTER  
RECORDING RETURN TO:

Martin J. Lee  
Greenberg Traurig, LLP  
77 West Wacker Drive, Suite 3100  
Chicago, Illinois 60601

Doc# 2026541078 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 09/21/2020 02:46 PM PG: 1 OF 14

#CCHI2003031LD - 10 of 10 LK

(For Recorder's Use Only)

## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

By

1419 S. WABASH DEVELOPMENT CORPORATION, a Delaware corporation, as Landlord,

SONDER USA INC., a Delaware corporation, as Tenant,

and

WINTRUST BANK, N.A., a national banking association, as Administrative Agent

S Y  
P 14  
S -  
M -  
SC Y  
E -  
INT JA

# UNOFFICIAL COPY

## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This **SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT** (this "Agreement") dated this 14<sup>th</sup> day of September, 2020, is made by and among **SONDER USA INC.**, a Delaware corporation ("Tenant"), **1419 S. WABASH DEVELOPMENT CORPORATION**, a Delaware corporation ("Landlord"), and **WINTRUST BANK, N.A.**, a national banking association (in its individual capacity, "Wintrust," and as administrative agent for the Lenders, in such capacity, together with its successors and assigns ("Administrative Agent").

WHEREAS, pursuant to that certain Loan Agreement dated as of the date hereof (together with all renewals, amendments, modifications, increases and extensions thereof, the "Loan Agreement") among Landlord and 51 E. 14<sup>th</sup> Street Development Corporation, a Delaware corporation ("51 E. 14<sup>th</sup> Street" and together with Landlord, individually, collectively, jointly and severally, and together with each of their permitted successors and assigns, the "Borrower"), the financial institutions who are or hereafter become a party to the Loan Agreement (including Wintrust, the "Lenders") and Administrative Agent, Lenders have agreed to make a loan to Borrower in the principal amount of SIXTY ONE MILLION AND 00/100 DOLLARS (\$61,000,000.00) (the "Loan"). The Loan is evidenced by those certain Promissory Notes dated as of even date herewith (collectively, as each is amended, restated, supplemented or otherwise modified from time to time, the "Note") in the aggregate principal amount of SIXTY ONE MILLION AND 00/100 DOLLARS (\$61,000,000.00) from Borrower payable to the order of Lenders.

WHEREAS, the Loan is secured by that certain Leasehold Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents by Landlord for the benefit of Administrative Agent dated as of even date herewith (together with all renewals, modifications, increases and extensions thereof, the "Mortgage"), which grants Administrative Agent a first priority security interest in the Mortgaged Property (as defined in the Mortgage), including the real property described in Exhibit A attached hereto (collectively, the "Property").

WHEREAS, the Loan is also secured by (i) that certain Leasehold Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents, by 51 E. 14<sup>th</sup> Street for the benefit of Administrative Agent dated as of even date herewith, (ii) that certain Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents, by 1401 S. Wabash, LLC, a Delaware limited liability company ("1401 S. Wabash"), for the benefit of Administrative Agent dated as of even date herewith, and (iii) that certain Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents, by 1415 S. Wabash, LLC, a Delaware limited liability company (together with 1401 S. Wabash, collectively, the "Ground Lessor"), for the benefit of Administrative Agent dated as of even date herewith (collectively, together with all renewals, modifications, increases and extensions thereof, the "Additional Mortgage"), which grant Administrative Agent a first priority security interest in the Mortgaged Property (as defined in each Additional Mortgage). The Loan Agreement, Note, Mortgage, the Additional Mortgage and each of the other documents evidencing or securing the Loan, as each may be amended, restated, supplemented or otherwise modified from time to time, are hereinafter referred to collectively as the "Loan Documents";

# UNOFFICIAL COPY

WHEREAS, Tenant is the tenant under that certain Lease Agreement dated as of September 30, 2019 (herein, as may from time to time be extended, amended, restated or supplemented, the "Lease") by and between Landlord and Tenant, covering a portion of the Property (said portion, as more particularly described in the Lease, being herein referred to as the "Premises"); and

WHEREAS, the term "Landlord" as used herein means the present landlord under the Lease or, if the landlord's interest is transferred in any manner, the successor(s) or assign(s) occupying the position of landlord under the Lease at the time in question.

NOW, THEREFORE, in consideration of the mutual agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Subordination. Tenant agrees and covenants, subject to the terms of this Agreement, that the Lease and the rights of Tenant thereunder, all of Tenant's right, title and interest in and to the property covered by the Lease, are and shall be subject, subordinate and inferior in all respects to (a) the Mortgage and the rights of Administrative Agent and Lenders thereunder, and all right, title and interest of Administrative Agent and Lenders in the Property, and (b) all other Loan Documents. This Agreement is not intended and shall not be construed to subordinate the Lease to any mortgage, deed of trust or other security document other than those referred to in the immediately preceding sentence, securing the indebtedness owing to Administrative Agent and Lenders. Without limiting the generality of the foregoing subordination provision, the Tenant hereby agrees that, subject to the terms of this Agreement, any of its right, title and interest in and to insurance proceeds and condemnation awards (or other similar awards arising from eminent domain proceedings) with respect to damage to or the condemnation (or similar taking) of any of the Property excluding Tenant's personal property (other than payments made directly to Tenant as compensation for damages incurred by Tenant, as permitted by the Lease), shall be subject and subordinate to the Administrative Agent's and the Lenders' right, title and interest in and to such proceeds and awards pursuant to the Loan Documents.

2. Non-Disturbance. Administrative Agent agrees that so long as the Lease is in full force and effect and Tenant is not in default in the payment of rent, additional rent or other payments due under the Lease or in the performance of any of the other terms, covenants or conditions of the Lease on Tenant's part to be performed (in each case, beyond the applicable notice and cure period, if any, specified in the Lease within which Tenant may cure such default),

(a) Tenant's possession of the Premises under the Lease and Tenant's rights and privileges under the Lease, or any extensions or renewals thereof, shall not be diminished, disturbed or interfered with by Administrative Agent or any of the Lenders, and Tenant's occupancy of the Premises shall not be disturbed by Administrative Agent or any of the Lenders for any reason whatsoever during the term of the Lease or any such extensions or renewals thereof, and

(b) Administrative Agent will not join Tenant as a party in any proceeding for the purpose of terminating Tenant's interest and estate under the Lease or in derogation of Tenant's rights under the Lease or this Agreement.

# UNOFFICIAL COPY

## 3. Attornment.

(a) Tenant covenants and agrees that in the event of the foreclosure of the Mortgage, whether by power of sale or by court action, or upon a transfer of the Property by a deed in lieu of foreclosure (each being referred to herein as the "Transfer Date") (the purchaser at foreclosure or the transferee in such deed in lieu of foreclosure, including Administrative Agent and Lenders if it is such purchaser or transferee, being herein called the "New Owner"), Tenant shall attorn to the New Owner as Tenant's new landlord, and agrees that the Lease shall continue in full force and effect as a direct lease between Tenant and New Owner (as the landlord thereunder) upon all of the terms, covenants, conditions and agreements set forth in the Lease and this Agreement; provided, however, that in no event shall the New Owner be:

(i) liable for any act, omission, default, misrepresentation, or breach of warranty, of any previous landlord (including Landlord) or obligations accruing prior to New Owner's actual ownership of the Property, unless the same are continuing on or after the Transfer Date (in event of which, Tenant shall have the same remedies against the New Owner as it would have against any prior landlord);

(ii) subject to any offset, defense, claim or counterclaim which Tenant might be entitled to assert against any previous landlord (including Landlord) unless the Tenant shall have provided the Administrative Agent with (A) notice of the applicable default that gave rise to such offset or defense, and (B) the opportunity to cure the same, all in accordance with the terms of Section 4(b) below;

(iii) bound by any payment of rent, additional rent or other payments, made by Tenant to any previous landlord (including Landlord) for more than one (1) month in advance of the date when due under the Lease, except with respect to any security deposit paid, posted or delivered under the Lease or any payment delivered to Administrative Agent or the New Owner;

(iv) bound by any amendment or modification of the Lease hereafter made, without the written consent of Administrative Agent (if such consent is required pursuant to the terms of the Lease), which consent shall not be unreasonably withheld, conditioned or delayed, and which consent shall not be required if such amendment or modification is for the purpose of confirming the exercise by Tenant of any of its renewal, termination or other rights as provided in the Lease; or

(v) liable for any deposit that Tenant may have given to any previous landlord (including Landlord) which has not been transferred to the Administrative Agent or the New Owner.

(b) The provisions of this Agreement regarding attornment by Tenant shall be self-operative and effective without the necessity of execution of any new lease or other document on the part of any party hereto or the respective heirs, legal representatives,

# UNOFFICIAL COPY

successors or assigns of any such party. Tenant agrees, however, to execute and deliver upon the request of New Owner, at the New Owner's sole cost and expense to be deducted and credited against rent next due and owing under the Lease, any reasonable instrument or certificate which in the reasonable judgment of New Owner may be necessary or appropriate to evidence the non-disturbance and attornment provisions of this Agreement, including a new lease of the Premises on the same terms and conditions as set forth in the Lease for the unexpired term of the Lease.

4. Acknowledgment and Agreement by Tenant. Tenant acknowledges and agrees as follows:

(a) Tenant will not amend, alter or waive any provision of, or consent to the amendment, alteration or waiver of any provision of the Lease without the prior written consent of Administrative Agent (if such consent is required pursuant to the terms of the Lease), which consent shall not be unreasonably withheld, conditioned or delayed, and which consent shall not be required if such amendment or modification is for the purpose of confirming the exercise by Tenant of any of its renewal, termination or other rights as provided in the Lease. Tenant shall not prepay any rents or other sums due under the Lease for more than one (1) month in advance of the due date therefor, except with respect to any security deposit paid, posted or delivered under the Lease or any payment delivered to Administrative Agent or the New Owner. Tenant acknowledges that Administrative Agent and Lenders will rely upon this instrument in connection with the financing being made by Lenders and secured, in part, by the Mortgage.

(b) From and after the date hereof, in the event of a default by Landlord which would give Tenant the right, either immediately or after the lapse of time, to terminate the Lease or to claim a partial or total eviction, Tenant will not exercise any such right (i) until it has given written notice of such act or omission to the Administrative Agent; and (ii) until Tenant has given Administrative Agent (x) a period of no less than thirty (30) days (the "Initial Period") after the delivery of such notice to Administrative Agent, or (y) if such default is not reasonably curable within the Initial Period and Administrative Agent is diligently and in good faith pursuing a cure, such longer period of time as may be reasonably necessary to cure or remedy such default; provided, that on or before the expiration of the Initial Period, Administrative Agent commenced such cure and delivered to Tenant notice that it is diligently pursuing such applicable cure and is actually diligently pursuing such applicable cure, and Tenant may exercise its remedies under the Lease for such default other than termination. During the Initial Period, Administrative Agent shall be permitted to cure or remedy such default; provided, however, that (1) Administrative Agent shall have no duty or obligation to cure or remedy any default, and (2) it is specifically agreed that Tenant shall not, as to Administrative Agent, require cure of any such default which is personal to Landlord, and therefore not susceptible to cure by Administrative Agent.

(c) In the event that Administrative Agent notifies Tenant of a default under the Mortgage or the Loan Documents and demands that Tenant pay its rent and all other sums due under the Lease directly to Administrative Agent, Tenant shall honor such demand and pay the full amount of its rent and all other sums due under the Lease directly to

# UNOFFICIAL COPY

Administrative Agent, without offset except as provided for in the Lease, or as otherwise required pursuant to such notice beginning with the payment next due after receipt by Tenant of such notice of default, without inquiry as to whether a default actually exists under the Mortgage or other Loan Documents, and notwithstanding any contrary instructions of or demands from Landlord. In the event that Administrative Agent notifies Tenant of a default under the Mortgage or the Loan Documents, at the request of Administrative Agent, Tenant shall consent to the assignment to Administrative Agent by Landlord of its interest in any letter of credit provided by Tenant to Landlord pursuant to the Lease, and Tenant shall provide any documents or information required by the letter of credit bank from Tenant in conjunction with such assignment. In the event of the foregoing, Landlord hereby authorizes Tenant to pay to Administrative Agent all such rent and other payments then or thereafter due under the Lease and to consent to the assignment to Administrative Agent by Landlord of its interest in any letter of credit provided by Tenant to Landlord under the Lease.

(d) Tenant has no right or option of any nature whatsoever, whether pursuant to the Lease or otherwise, to purchase the Premises or the Property, or any portion thereof or any interest therein, and to the extent that Tenant has had, or hereafter acquires, any such right or option, the same is hereby acknowledged to be subject and subordinate to the Mortgage and is hereby waived and released as against Administrative Agent, Lenders and New Owner.

(e) Administrative Agent, Lenders and any New Owner shall have no obligation nor incur any liability with respect to the erection or completion of any improvements in which the Premises are located or for completion of the Premises or any improvements for Tenant's use and occupancy, either at the commencement of the term of the Lease or upon any renewal or extension thereof or upon the addition of additional space, pursuant to any expansion rights contained in the Lease.

(f) Administrative Agent, Lenders and any New Owner shall have no obligation nor incur any liability with respect to any warranties of any nature whatsoever, whether pursuant to the Lease or otherwise, including, without limitation, any warranties respecting use, compliance with zoning, Landlord's title, Landlord's authority, habitability, fitness for purpose or possession provided that to the extent that the breach of any such warranty shall give the Tenant the right to terminate the Lease pursuant to the terms of the Lease, Tenant shall retain such right to terminate pursuant to the terms of the Lease.

(g) In the event that Administrative Agent, any Lender or any New Owner shall acquire title to the Premises or the Property, Administrative Agent, Lenders or such New Owner shall have no obligation, nor incur any liability, beyond Administrative Agent's, Lenders' or New Owner's then equity interest (including, without limitation, any and all rents and other income derived therefrom), if any, in the Property or the Premises, and Tenant shall look exclusively to such equity interest of Administrative Agent, Lenders or New Owner, if any, for the payment and discharge of any obligations imposed upon Administrative Agent, Lenders or New Owner hereunder or under the Lease or for recovery of any judgment from Administrative Agent, Lenders, or New Owner, and in no event shall Administrative Agent, Lenders, New Owner, nor any of their respective members,

# UNOFFICIAL COPY

managers, officers, directors, shareholders, agents, representatives, servants, employees or partners ever be personally liable for such judgment. Notwithstanding anything to the contrary contained in this Agreement, this Agreement shall not preclude any remedies Tenant may have against any other parties (other than the Administrative Agent, Lenders, or the New Owner) in law, equity or contract.

5. Acknowledgment and Agreement by Landlord. Landlord, as landlord under the Lease and grantor under the Mortgage, acknowledges and agrees for itself and its heirs, representatives, successors and assigns, that: (a) this Agreement does not constitute a waiver by Administrative Agent of any of its rights under the Mortgage or any of the other Loan Documents, or in any way release Landlord from its obligations to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Mortgage and the other Loan Documents; (b) the provisions of the Mortgage and the other Loan Documents remain in full force and effect and must be complied with by Landlord; and (c) Tenant is hereby authorized to pay its rent and all other sums due under the Lease directly to Administrative Agent upon receipt of a notice as set forth in Paragraph 4(c) above from Mortgagee and that Tenant is not obligated to inquire as to whether a default actually exists under the Mortgage or any of the other Loan Documents. Landlord hereby releases and discharges Tenant of and from any liability to Landlord resulting from Tenant's payment to Administrative Agent in accordance with this Agreement. Landlord represents and warrants to Administrative Agent that a true and complete copy of the Lease has been delivered by Landlord to Administrative Agent.

6. Lease Status. Landlord and Tenant represent and warrant to Mortgagee that neither Landlord nor Tenant has knowledge of any default on the part of the other under the Lease, that the Lease is bona fide and contains all of the agreements of the parties thereto with respect to the letting of the Premises and that all of the agreements and provisions therein contained are in full force and effect.

7. Notices. All notices, requests, consents, demands and other communications required or which any party desires to give hereunder shall be in writing and shall be deemed sufficiently given or furnished if delivered by personal delivery, by expedited delivery service with proof of delivery, or by registered or certified United States mail, postage prepaid, at the addresses specified at the end of this Agreement (unless changed by similar notice in writing given by the particular party whose address is to be changed). Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein. Notwithstanding the foregoing, no notice of change of address shall be effective except upon receipt by the parties hereto other than the particular party whose address is to be changed. This Paragraph 7 shall not be construed in any way to affect or impair any waiver of notice or demand provided in this Agreement or in the Lease or in any document evidencing, securing or pertaining to the Loan or to require giving of notice or demand to or upon any person in any situation or for any reason.

8. Miscellaneous.

# UNOFFICIAL COPY

(a) This Agreement supersedes any inconsistent provision of the Lease; provided, however, that the foregoing shall in no way diminish (i) Landlord's obligations or liability to Tenant under the Lease, or (ii) Tenant's rights and privileges under the Lease.

(b) Nothing contained in this Agreement shall be construed to derogate from or in any way impair, or affect the lien, security interest or provisions of the Mortgage or the other Loan Documents.

(c) This Agreement shall inure to the benefit of the parties hereto, their respective successors and permitted assigns, and any New Owner, and its heirs, personal representatives, successors and assigns; provided, however, that in the event of the assignment or transfer of the interest of Administrative Agent, all obligations and liabilities of the assigning Administrative Agent under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom Administrative Agent's interest is assigned or transferred.

(d) THIS AGREEMENT AND ITS VALIDITY, ENFORCEMENT AND INTERPRETATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS AND APPLICABLE UNITED STATES FEDERAL LAW EXCEPT ONLY TO THE EXTENT, IF ANY, THAT THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED NECESSARILY CONTROL.

(e) The words "herein", "hereof", "hereunder" and other similar compounds of the word "here" as used in this Agreement refer to this entire Agreement and not to any particular section or provision.

(f) This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest.

(g) If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not apply to or affect any other provision hereof, but the remainder of this Agreement shall be construed as if such invalidity, illegality, or unenforceability did not exist, and so far as is reasonable and possible, effect shall be given to the intent manifested by the portion(s) held to be invalid, illegal or unenforceable.

(h) This Agreement shall automatically terminate without the necessity of execution of any other document on the part of any party hereto or the respective heirs, legal representatives, successors or assigns of any such party upon the earlier to occur of the payment, release, surrender, forgiveness or termination in full of the Loan and the other indebtedness secured by the Mortgage.

(i) This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original, but all of which, collectively and separately, shall constitute one and the same agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**



# UNOFFICIAL COPY

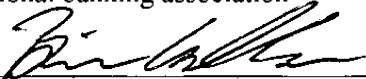
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and sealed as of the date first above written.

**ADDRESS OF ADMINISTRATIVE AGENT:**

Wintrust Bank, N.A.  
231 S. LaSalle Street  
2<sup>nd</sup> Floor  
Chicago, Illinois 60604  
Attn: Brian Cullen

**ADMINISTRATIVE AGENT:**

WINTRUST BANK, N.A.,  
a national banking association

By:   
Name: BRIAN CULLEN  
Title: VP

with copy to:

Greenberg Traurig, LLP  
77 West Wacker Drive  
Suite 3100  
Chicago, Illinois 60601  
Attn: Michael T. Fishman

**ADDRESS OF TENANT:**

Sonder USA Inc.  
101 15th Street  
San Francisco, CA 94103  
Attn: Liz Wawak

**TENANT:**

SONDER USA INC., a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

with copy to:

Akerman LLP  
71 South Wacker Drive, 47th Floor  
Chicago, Illinois 60606  
Attn: Lawrence A. Eiben

**ADDRESS OF LANDLORD:**

c/o CMK Development Corporation  
225 West Ohio Street  
6th Floor  
Chicago, Illinois 60654  
Attn: Colin M. Kihnke

**LANDLORD:**

1419 S. WABASH DEVELOPMENT CORPORATION, a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

with copy to:

Schain Banks Kenny & Schwartz Ltd.  
Three First National Plaza  
70 West Madison Street  
Suite 5300  
Chicago, Illinois 60602  
Attn: David J. O'Keefe, Esq.

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and sealed as of the date first above written.

**ADDRESS OF ADMINISTRATIVE AGENT:**

Wintrust Bank, N.A.  
231 S. LaSalle Street  
2nd Floor  
Chicago, Illinois 60604  
Attn: Brian Cullen

with copy to:

Greenberg Traurig, LLP  
77 West Wacker Drive  
Suite 3100  
Chicago, Illinois 60601  
Attn: Michael T. Fishman

**ADDRESS OF TENANT:**

Sonder USA Inc.  
101 15th Street  
San Francisco, CA 94103  
Attn: Liz Wawak

with copy to:

Akerman LLP  
71 South Wacker Drive, 47th Floor  
Chicago, Illinois 60606  
Attn: Lawrence A. Eiben

**ADDRESS OF LANDLORD:**

c/o CMK Development Corporation  
225 West Ohio Street  
6th Floor  
Chicago, Illinois 60654  
Attn: Colin M. Kihnke

with copy to:

Schain Banks Kenny & Schwartz Ltd.  
Three First National Plaza  
70 West Madison Street  
Suite 5300  
Chicago, Illinois 60602  
Attn: David J. O'Keefe, Esq.


**ADMINISTRATIVE AGENT:**

WINTRUST BANK, N.A.,  
a national banking association

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TENANT:**

SONDER USA INC., a Delaware corporation

By:   
Name: Egon S. Schulz  
Title: Regional General Manager

**LANDLORD:**

1419 S. WABASH DEVELOPMENT  
CORPORATION, a Delaware corporation

By: \_\_\_\_\_  
Name: Colin M. Kihnke  
Title: President

# UNOFFICIAL COPY

STATE OF IL )  
 )  
COUNTY OF COOK ) SS:

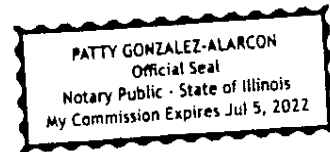
I, Patty Gonzalez-Alarcon, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Brian L Cullen, personally known to me to be the Vice President of WINTRUST BANK, N.A., a national banking association, and personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such he she signed and delivered the said instrument pursuant to authority of said entity as his/her free and voluntary act, and as the free and voluntary act and deed of said entity, for the uses and purposes therein set forth.

WITNESS MY HAND and Notary seal this 11<sup>m</sup> day of September 2020.

Patty Gonzalez-Alarcon  
Notary Public

My commission expires:

July 5, 2022



# UNOFFICIAL COPY

STATE OF VA )  
 )  
COUNTY OF Norfolk ) SS:

I, Ketsia McCleave, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Ellen Schulz, personally known to me to be the Regional General Mgr of SONDER USA INC., a Delaware corporation, and personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such the same he/she signed and delivered the said instrument pursuant to authority of said corporation as his/her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

WITNESS MY HAND and Notary seal this 17 day of August 2020.

Ketsia McCleave  
Notary Public

My commission expires:

April 30, 2023

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF IL )  
 )  
COUNTY OF Cook ) SS:

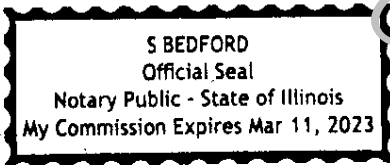
I, Sarah Bedford, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Colin M. Kihnke, personally known to me to be the President of 1419 S. WABASH DEVELOPMENT CORPORATION, a Delaware corporation, and personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such the same he/she signed and delivered the said instrument pursuant to authority of said corporation as his/her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

WITNESS MY HAND and Notary seal this 31 day of August 2020.

S Bedford  
Notary Public

My commission expires:

Mar 11 2023



Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

The South 20 feet of Lot 11 and all of Lot 12 in Block 16 in Herrington's Addition to Chicago in the Northwest Fractional Quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

ADDRESS: 1415-1419 S. WABASH STREET, CHICAGO, IL

PIN: 17-22-107-101-0000

Property of Cook County Clerk's Office