

# UNOFFICIAL COPY



\*2116745046\*

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

Doc# 2116745046 Fee \$69.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 06/16/2021 10:47 AM PG: 1 OF 10

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<input type="checkbox"/> Locke Lord LLP 701 8th Street, N.W. Suite 700 Washington, DC 20001 Attn: Christopher J. Hart

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1b blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME					
MDG HIMP CHICAGO OWNER LLC					
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
227 West Monroe, Suite 5040		Chicago	IL	60606	USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME					
ACCESS POINT FINANCIAL, LLC					
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
1 Ravinia Drive, Suite 900		Atlanta	GA	30346	USA

4. COLLATERAL: This financing statement covers the following collateral:  
See attached.

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:  
 Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:  
 Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:  
Cook County, IL (0103775.00003)

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## UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

	9a. ORGANIZATION'S NAME <b>MDG HIMP CHICAGO OWNER LLC</b>	
OR	9b. INDIVIDUAL'S SURNAME	
	FIRST PERSONAL NAME	
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b, only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

	10a. ORGANIZATION'S NAME			
OR	10b. INDIVIDUAL'S SURNAME			
	INDIVIDUAL'S FIRST PERSONAL NAME			
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX

10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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11.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

	11a. ORGANIZATION'S NAME			
OR	11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13.  This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

covers timber to be cut  covers as-extracted collateral  is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

**BRE RIVER NORTH POINT OWNER LLC**  
c/o EQ Office  
350 North Orleans Street  
Chicago, Illinois 60654

16. Description of real estate:

**See Schedule I of the attached**

17. MISCELLANEOUS:

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## EXHIBIT A UCC-1 Financing Statement

All of the following assets in which Debtor now has or hereafter acquires rights or power to transfer rights, or hereafter acquires any right, title or interest:

1. Land. All of Debtor's leasehold estate in and to the real property described in Schedule I attached hereto (collectively, the "Land") and any after-acquired title of the Debtor in the real property described on Schedule I, and all rights, options and privileges of the Debtor as ground lessee under that certain Lease by and between LaSalle National Bank, not individually but as Trustee under a Trust Agreement dated March 1, 1967 and known as Trust No. 36223 ("Original Ground Lessor"), as landlord (predecessor in interest to 350 North Orleans, L.L.C., a Delaware limited liability company ("Successor Ground Lessor")), and Chicago Title Land Trust Company as successor trustee to LaSalle National Trust, N.A. not personally but as trustee under Trust Agreement dated December 11, 1973 and known as Trust No. 46644 ("Land Trust"), as tenant, dated February 14, 1974 and recorded in Cook County, Illinois on June 21, 1974 as Document No. 22759596, as amended by the First Amendment to Lease by and between Original Ground Lessor and Land Trust dated August 16, 1975 and recorded in Cook County, Illinois on November 17, 1975 as Document No. 23294498, as amended and restated by the Restatement of Lease dated February 14, 1974 and recorded in Cook County, Illinois on September 2, 1976 as Document No. 23622017, as amended by the First Cumulative Amendment to Restatement of Lease dated November 1, 2004 by and between Successor Ground Lessor and Land Trust and recorded in Cook County, Illinois on December 14, 2004 as Document No. 0434939065, which amendment agreement amends and restates and supersedes in its entirety the following agreements: (i) the Amendment to Restatement of Lease between Original Ground Lessor and Land Trust dated February 29, 1980 and recorded in Cook County, Illinois on March 3, 1980 as Document No. 25379450 and (ii) the Second Amendment to Restatement of Lease dated as of September 3, 1996 between Original Ground Lessor and Land Trust and recorded in Cook County, Illinois on September 27, 1996 as Document No. 96739201, as subject to the Option to Extend dated November 1, 2004 between Successor Ground Lessor and Land Trust and recorded in Cook County, Illinois on December 14, 2004 as Document No. 0434939066, as further amended by the Second Amendment to Restatement of Lease dated as of May 20, 2009, and recorded on that date as Document No. 0914034088, as further amended by that certain Third Amendment to Restatement of Lease dated as of [ June 14 ], 2021 between BRE River North Point Owner LLC, a Delaware limited liability company and successor to the Successor Ground Lessor (the "Current Ground Lessor"), as landlord, and Debtor, as tenant, which is to be recorded in Cook County, Illinois (as defined herein) (collectively, the "Ground Lease") and any and all security deposits or other property of Debtor held by the ground lessor pursuant to the terms of or in connection with the Ground Lease together with additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the development, ownership or occupancy of such real property, and all additional lands and estates therein which may, from time to time;

2. Improvements. All of Debtor's right, title and interest in and to the buildings, structures (including, without limitation, the "Hotel" as defined in that certain Mortgage Loan Agreement by and between Debtor and Secured Party dated as of June [ 14 ], 2021 (the "Loan"))

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Agreement)), fixtures, additions, accessions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (the "Existing Improvements"; the Existing Improvements together with the Future Improvements, as defined in the Loan Agreement, are hereinafter referred to, collectively, as the "Improvements");

3. Easements. All of Debtor's leasehold estate in and to all easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

4. Fixtures and Personal Property. All of Debtor's right, title and interest in and to all machinery, equipment, goods, inventory, consumer goods, furnishings, fixtures (including but not limited to all heating, air conditioning, plumbing, inventory, lighting, communications and elevator fixtures) and other personal property of every kind and nature, whether tangible or intangible, whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future use, maintenance, enjoyment, operation and occupancy of the Land and the Improvements, including without limitation, beds, bureaus, chiffonniers, chests, chairs, desks, lamps, mirrors, bookcases, tables, rugs, carpeting, drapes, draperies, curtains, shades, venetian blinds, screens, paintings, hangings, pictures, divans, couches, luggage carts, luggage racks, stools, sofas, chinaware, linens, pillows, blankets, glassware, foodcarts, cookware, dry cleaning facilities, dining room wagons, keys or other entry systems, bars, bar fixtures, mini-bars, liquor and other drink dispensers, icemakers, kitchen equipment, radios, television sets, cable t.v. equipment, intercom and paging equipment, electric and electronic equipment, dictating equipment, private telephone systems, reservation systems and related computer software, medical equipment, potted plants, heating, lighting and plumbing fixtures, fire prevention and extinguishing apparatus, fittings, plants, apparatus, stoves, ranges, refrigerators, cutlery and dishes, laundry machines, tools, machinery, engines, dynamos, motors, boilers, incinerators, washers and dryers, other customary hotel equipment, and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation, enjoyment and occupancy of the Land and the Improvements and all proceeds and products of the above (all the above, unless deemed to be, as a matter of Applicable Law, a fixture to the real estate, shall be hereinafter collectively referred to as the "Personalty");

5. Leases. All of Debtor's right, title and interest in and to all leases and other agreements, now or hereafter entered into by Mortgagor, following the prior written consent of Secured Party, with Debtor as the lessor or sub-lessor, affecting the use, enjoyment or occupancy

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of the Land or the Improvements heretofore or hereafter entered into, including, without limitation, subleases, licenses, concessions, tenancies and other occupancy agreements covering or encumbering all or any portion of the Land, together with any guarantees, supplements, amendments, modifications, extensions and renewals of any thereof, and all additional remainders, reversions, and other rights and estates appurtenant thereto, as the same may be amended from time to time. ("Leases/Subleases"), together with any guarantees, supplements, amendments, modifications, extensions and renewals of any thereof, and all additional remainders, reversions, and other rights and estates appurtenant thereto;

6. Intangibles. All of Debtor's right, title and interest in and to all accounts (including, without limitation, the Tax and Insurance Escrow Account, the Cash Management Accounts, the Operating Deficit and Interest Reserve Account and the Replacement Reserve Account, as each is in that certain Leasehold Mortgage, Absolute Assignment Of Leases, Rents And Profits, Security Agreement And Fixture Filing dated as of June [\_\_\_], 2021, by and between Debtor, as mortgagor, and Secured Party, as mortgagee (the "Mortgage"), escrows, documents, instruments, chattel paper, claims, deposits and general intangibles of Debtor, as such terms are defined in the Illinois Uniform Commercial Code (as amended or recodified from time to time, the "UCC"), and all of Debtor's right, title and interest in and to all agreements, contracts, certificates, instruments, and other documents, now or hereafter entered into, including, without limitation, the Management Agreement, the Ground Lease, the Ground Lease-Related Documents, the PSA and the License Agreements (to the extent permitted thereby) (as such terms are defined in the Mortgage or in the Loan Agreement), and all proceeds, substitutions and replacements thereof, all of Debtor's interest in contract rights, insurance proceeds, security deposits, franchises, books, records, appraisals, architectural and engineering plans, specifications, environmental and other reports relating to the Land and Improvements, trademarks (to the extent assignable), trade names (to the extent assignable), servicemarks, logos, copyrights, goodwill, symbols, permits, licenses (to the extent assignable) (including all licenses, permits, approvals and consents require for the sale and service of alcoholic beverages on the Land and Improvements heretofore and hereafter obtained from applicable state and local authorities), approvals, actions, tenant or guest lists, advertising materials and telephone exchange numbers as identified in such materials, all refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Land and Improvements as a result of tax certiorari or any applications or proceedings for reduction, and causes of action which now or hereafter relate to, are derived from or are used in connection with the Land and Improvements, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (collectively "Intangibles");

7. Profits. All of Debtor's right, title and interest in and to all (i) income, profits, room rates, receipts, issues, revenues (including all oil and gas or other mineral royalties and bonuses), deposits and other benefits now due or which may become due or to which Debtor is now or hereafter may become entitled or which Debtor may demand or claim arising or issuing from or out of the operation of the business on the Land and Improvements or any part thereof and all amounts paid as rents for such Land and Improvements or the fees, charges, accounts or other payments for the use or occupancy of rooms and other public facilities in hotels, motels or other lodging facilities, including, without limitation, all revenues and credit card receipts collected from guest rooms, restaurants, bars, mini-bars, meeting rooms, banquet rooms, recreational facilities and otherwise; and (ii) receivables, customer obligations, installment payment obligations and

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other payment obligations whether already accrued, now accruing or to accrue in the future for the occupancy or use of the Land and Improvements or any part thereof, or arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the possession, use or occupancy of all or any portion of the Land or Improvements or personalty located thereon, or the rendering of services by Debtor or any operator or manager of the hotel or the commercial space located in the Land and Improvements or acquired from others including, without limitation, from the rental of any office space, retail space, commercial space, parking space, guest rooms or other space, halls, stores or offices, including any deposits securing reservations of such space, security deposits, exhibit or sales space of every kind, license, lease, sublease and concession fees and rentals, health club membership fees, food and beverage wholesale and retail sales, service charges, vending machine sales and proceeds, if any, from business interruption or other loss of income insurance relating to the use, enjoyment or occupancy of the Land and Improvements (collectively, "Profits");

8. Additional Rights. All of Debtor's right, title and interest in and to any and all other, future or additional right, title and interest in or to the Ground Lease and/or Property, which may at any time be acquired by Debtor now or hereafter, including, without limitation, acquisition of any additional interest in the Property (including, without limitation, any fee interest) pursuant to any option to do so or otherwise, any rights to cure defaults, audit Ground Lessor's books and records and make an election pursuant to Section 365(h)(1) of the United States Bankruptcy Code (or any successor provision), and any and all claims Debtor may have in bankruptcy for damages resulting from a rejection of the Ground Lease by the Ground Lessor thereunder (or any trustee thereof); and

9. Proceeds. All of Debtor's right, title and interest in and to all proceeds, products, replacements, additions, substitutions, renewals and accessions of any item of the Property described above.

The listing of specific rights or property shall not be interpreted as a limit of general terms.

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## Schedule I

### Land Description

#### PARCEL A:

LEASEHOLD ESTATE CREATED BY THE LEASE EXECUTED BY 350 NORTH ORLEANS, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, SUCCESSOR IN INTEREST TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1967, AND KNOWN AS TRUST NUMBER 36223 (LESSOR) TO CHICAGO TITLE LAND TRUST COMPANY, SUCCESSOR TRUSTEE TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 11, 1973 AND KNOWN AS TRUST NUMBER 46644 (LESSEE), A MEMORANDUM OF WHICH LEASE WAS DATED FEBRUARY 14, 1974 AND RECORDED JUNE 21, 1974, AS DOCUMENT NUMBER 22759596 IN THE OFFICE OF THE COOK COUNTY RECORDER, AS RESTATED BY RESTATEMENT OF LEASE DATED FEBRUARY 15, 1974 AND RECORDED SEPTEMBER 2, 1976 AS DOCUMENT 23622017 IN THE OFFICE OF THE COOK COUNTY RECORDER, AND LAST AMENDED BY FIRST CUMULATIVE AMENDMENT TO RESTATEMENT OF LEASE DATED NOVEMBER 1, 2004 AND RECORDED DECEMBER 14, 2004 AS DOCUMENT NUMBER 0434939065 IN THE OFFICE OF THE COOK COUNTY RECORDER, AND BY THE SECOND AMENDMENT TO RESTATEMENT OF LEASE DATED MAY 20, 2009 AND RECORDED MAY 20, 2009 AS DOCUMENT NUMBER 0914034088 IN THE OFFICE OF THE COOK COUNTY RECORDER, AND THE THIRD AMENDMENT TO RESTATEMENT OF LEASE A MEMORANDUM OF WHICH DATED June 14, 2021, RECORDED June 14, 2021 AS DOCUMENT NUMBER 2116745042 IN THE OFFICE OF THE COOK COUNTY RECORDER AND THE ASSIGNMENT AND ASSUMPTION OF LEASE DATED June 14, 2021, RECORDED June 14, 2021 AS DOCUMENT NUMBER 2116745038 IN THE OFFICE OF THE COOK COUNTY RECORDER (COLLECTIVELY, THE "LEASE"), WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND:

LOTS 5 THROUGH 15, BOTH INCLUSIVE IN WOLF POINT, BEING A RESUBDIVISION OF LOTS AND PARTS OF LOTS, IN BLOCKS 6, 7, 14 AND 15, IN ORIGINAL TOWN OF CHICAGO, TOGETHER WITH PARTS OF VACATED STREETS AND ALLEYS AND ADJOINING LANDS, ALL IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CHICAGO, COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 24, 1975 WITH THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT NUMBER 23335160.

NOTWITHSTANDING ANY OF THE ABOVE, LANDLORD SPECIFICALLY EXCEPTS FROM THE LEASED PROPERTY AND RESERVES TO ITSELF THE FOLLOWING:

1) AREAS TO BE LOCATED BY THE ARCHITECTS, NOT TO EXCEED A TOTAL OF 50 SQUARE FEET, EXTENDING FROM THE LANDLORD'S BUILDING TO THE ROOF OF EITHER THE 18TH OR 23RD FLOOR LEVELS FOR THE INSTALLATION OF TOILET EXHAUST DUCTS, A.C., REFRIGERANT PIPING, ELECTRICAL SERVICE, KITCHEN

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EXHAUST DUCTS AND OTHER FACILITIES ALONG WITH THE RIGHT OF ACCESS TO INSPECT, MAINTAIN AND REPAIR THE SAME;

AND

2) AREAS TO BE LOCATED BY THE ARCHITECTS WITHIN THE CEILING SPACE OF THE 14TH AND 15TH FLOORS FOR THE HORIZONTAL TRANSFER OF TOILET EXHAUST DUCTS, A.C. REFRIGERANT PIPING, ELECTRICAL SERVICE, KITCHEN EXHAUST DUCTS AND OTHER FACILITIES ALONG WITH THE RIGHT OF ACCESS TO INSPECT, MAINTAIN AND REPAIR THE SAME.

PARCEL B:

EASEMENT FOR THE BENEFIT OF PARCEL A AS CREATED BY PARKING RIGHTS EASEMENT AGREEMENT DATED APRIL 1, 1998 AND RECORDED APRIL 9, 1998 AS DOCUMENT NO. 98284711 IN THE OFFICE OF THE COOK COUNTY RECORDER, AS AMENDED BY FIRST AMENDMENT TO PARKING RIGHTS EASEMENT AGREEMENT DATED NOVEMBER 1, 2004 AND RECORDED DECEMBER 14, 2004 AS DOCUMENT NO. 0434939063 IN THE OFFICE OF THE COOK COUNTY RECORDER, AND AS FURTHER AMENDED, TO USE 100 PARKING SPACES LOCATED IN THE MOTOR VEHICLE PARKING FACILITY BUILT ON PART OF LOTS 1 AND 5 OF WOLF POINT II SUBDIVISION OF LOT 16 IN WOLF POINT RESUBDIVISION AND INGRESS AND EGRESS RELATED TO SUCH PARKING, ALL IN ACCORDANCE WITH THE TERMS SPECIFIED IN THE AFORESAID LEASE, AS AMENDED, AND THAT AGREEMENT REGARDING PARKING DATED DECEMBER 31, 2018 AND RECORDED JANUARY 11, 2019 AS DOCUMENT NUMBER 1901122028 IN THE OFFICE OF THE COOK COUNTY RECORDER.

PARCEL C:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL A AND CREATED BY LEASE DATED FEBRUARY 14, 1974 AND RECORDED JUNE 21, 1974, AS DOCUMENT 22759596 IN THE OFFICE OF THE COOK COUNTY RECORDER, AS RESTATED BY RESTATEMENT OF LEASE DATED FEBRUARY 15, 1974 AND RECORDED SEPTEMBER 2, 1976 AS DOCUMENT 23622017 IN THE OFFICE OF THE COOK COUNTY RECORDER, AND LAST AMENDED BY FIRST CUMULATIVE AMENDMENT TO RESTATEMENT OF LEASE DATED NOVEMBER 1, 2004 AND RECORDED DECEMBER 14, 2004 AS DOCUMENT NUMBER 0434939065 IN THE OFFICE OF THE COOK COUNTY RECORDER, AND BY THE SECOND AMENDMENT TO RESTATEMENT OF LEASE DATED MAY 20, 2009 AND RECORDED MAY 20, 2009 AS DOCUMENT NUMBER 0914034088 IN THE OFFICE OF THE COOK COUNTY RECORDER, FROM 350 NORTH ORLEANS, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, SUCCESSOR IN INTEREST TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1967 AND KNOWN AS TRUST NUMBER 36223 TO CHICAGO TITLE LAND TRUST COMPANY, SUCCESSOR TRUSTEE



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TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 11, 1973 AND KNOWN AS TRUST NUMBER 46644 AND WITH RESPECT TO THE PARKING AND ACCESS PROVISIONS NOTED AS 5 AND 6 BELOW, THAT AGREEMENT REGARDING PARKING DATED DECEMBER 31, 2018 AND RECORDED JANUARY 11, 2019 AS DOCUMENT NUMBER 1901122028 IN THE OFFICE OF THE COOK COUNTY RECORDER, AS FOLLOWS:

1) THE RIGHT TO OCCUPY IN LANDLORD'S BUILDING THAT SPACE NECESSARY, IN ACCORDANCE WITH THE PLANS, FOR ALL ELECTRICAL, PLUMBING AND MECHANICAL RISERS (THE TERM "RISERS" INCLUDES ALL PIPES, DUCTS, CONDUITS, VALVES AND SIMILAR ITEMS) FOR THE SYSTEMS FOR MAKING AVAILABLE TO THE LEASED PROPERTY:

- A. WATER
- B. SANITARY AND STORM WATER DISPOSAL
- C. HEATING, VENTILATING, AIR CONDITIONING
- D. TELEPHONE AND ELECTRICAL SERVICE
- E. FIRE PROTECTION

(THESE SYSTEMS ARE COLLECTIVELY REFERRED TO AS THE "LIFE SUPPORT SYSTEM")

2) A RIGHT OF SUPPORT FROM ALL CAISSONS, FOUNDATIONS, COLUMNS AND BEAMS SHOWN ON THE PLANS AND LOCATED IN LANDLORD'S BUILDINGS FOR THE HOTEL STRUCTURE.

3) THE RIGHT TO USE AND OBTAIN THE BENEFITS FROM THE FOLLOWING FACILITIES LOCATED WITHIN OR ABOUT LANDLORD'S BUILDING IN THE MANNER CONTEMPLATED BY THE PLANS DESCRIBED IN THE LEASE:

A. THE RIVER WATER PUMPING ROOM DESIGNATED IN THE PLANS AS ROOM S2-10 ALONG WITH THE PIPING SYSTEM CONNECTING SAID PUMP ROOM WITH THE MECHANICAL ROOM DESIGNATED AS ROOM S2- 11 (IT BEING UNDERSTOOD THAT TWO PUMPS SERVING THE LEASED PROPERTY AND OWNED BY TENANT SHALL BE LOCATED IN SAID PUMP ROOM).

B. THE RECEIVING AREA SERVING THE LOADING DOCKS DESCRIBED IN PARCEL "D" IN THE PLANS ATTACHED TO THE LEASE.

C. THE MECHANICAL ROOM DESIGNATED IN THE PLANS AS ROOM S2-11.

D. THE EMERGENCY GENERATOR ROOM DESIGNATED IN THE PLANS AS ROOM S2-12.

E. THE COMMONWEALTH EDISON TRANSFORMER AND SWITCH GEAR ROOM DESIGNATED AS ROOM S2-11 IN THE PLANS.

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F. THE SYSTEM OF PIPES CONNECTING LANDLORD'S BUILDING TO THE SANITARY SEWER LOCATED IN STREET ADJACENT TO THE LAND.

G. THE SYSTEM OF PIPES CONNECTING LANDLORD'S BUILDING TO THE RIVER FOR STORM WATER DISPOSAL.

H. THE PIPES, PUMPING SYSTEM, TANK, VALVES AND CONTROLS CONNECTING THE MUNICIPAL WATER MAINS TO THE SYSTEM SERVING THE LEASE PROPERTY.

4) THE RIGHT OF ACCESS TO ALL PORTIONS OF THE LEASED PROPERTY AND EASEMENTS AND APPURTENANCES THERETO ABOVE DESCRIBED FOR THE USE, INSPECTION, REPAIR, MAINTENANCE AND REPLACEMENT OF TENANT'S FACILITIES.

5) THE RIGHT OF ACCESS UPON AND OVER LANDLORD'S BUILDING AND THE LAND FOR INGRESS AND EGRESS FROM ALL PORTIONS OF THE LEASE PROPERTY AND THE APPURTENANCES THERETO ABOVE DESCRIBED.

PINS:

- 17-09-400-020
- 17-09-400-021
- 17-09-400-022
- 17-09-400-023
- 17-09-400-024
- 17-09-400-025
- 17-09-400-026
- 17-09-400-027
- 17-09-400-028
- 17-09-400-029
- 17-09-400-030

Street Address: 350 North Orleans Street  
Chicago, Illinois 60651