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Karen A. Yarbrough

Cook County Clerk

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**Prepared by and after  
Recording Return to:**

Jenner & Block LLP  
353 N. Clark Street  
Chicago, Illinois 60654  
Attn: Michelle M. McAtee  
**NCS1088578**

**FIRST AMENDMENT TO SUBORDINATION, NON-DISTURBANCE AND  
ATTORNMEN T AGREEMENT**

This FIRST AMENDMENT TO SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT dated as of August 30, 2021 (this "Agreement"), is executed by and between HART 353 North Clark LLC, a Delaware limited liability company ("the "Landlord"), Jenner & Block LLP, an Illinois limited liability partnership (the "Tenant"), and The Northwestern Mutual Life Insurance Company, a Wisconsin corporation (the "Lender").

**RECITALS:**

A. Lender is the mortgagee under that certain Mortgage and Security Agreement, dated February 6, 2015, recorded on February 13, 2015 in the Cook County Recorder of Deeds as Document No. 1504439064 (the "Mortgage"), which Mortgage encumbers the Real Estate (as hereinafter defined) and secures an indebtedness in the original principal amount of Two Hundred Eighty-Six Million and 00/100 Dollars (\$286,000,000).

B. Tenant has entered into that certain lease agreement dated June 30, 2006 with the Landlord (or the Landlord's predecessor-in-interest) (the "Lease Agreement", the Lease Agreement, together with all amendments and modifications thereto, being collectively referred to herein as the "Lease"), pursuant to which the Tenant has leased certain premises (the "Leased Premises") in the building commonly known as 353 N. Clark Street, Chicago, Illinois (the "Building") on the parcel of land (the "Land"; the Land and Building being collectively referred to herein as the "Real Estate") legally described on Exhibit A attached hereto and made a part hereof.

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C. Tenant, Landlord, and Lender, are parties to that certain Subordination, Non-Disturbance and Attornment Agreement dated as of February 6, 2015, and recorded on February 13, 2015 in the Cook County Recorder of Deeds as Document No. 1504439066 (the "SNDA").

D. Tenant and Landlord are, simultaneously herewith, executing an Eighth Amendment to Lease Agreement (the "**Eighth Amendment**"), and Lender, Tenant, and Landlord desire to enter into this Agreement to evidence (i) Lender's consent to the Eighth Amendment, and (ii) that the SNDA continues to apply to the Lease, as amended by the Eighth Amendment.

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

## AGREEMENTS:

1. Lender hereby consents to the Eighth Amendment and confirms that all of the terms of the SNDA shall apply to the Eighth Amendment as if the Eighth Amendment had been in place at the time the SNDA was executed by Lender, Tenant and Landlord. The SNDA shall hereby be deemed amended to reflect such application to the Eighth Amendment.

2. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns and any nominees of the Lender, all of whom are entitled to rely upon the provisions hereof. This Agreement shall be governed by the laws of the State of Illinois.

3. This Agreement may be executed in multiple counterparts and all of such counterparts together shall constitute one and the same Agreement.

[Signature Page follows]

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IN WITNESS WHEREOF, the parties hereto have executed this Subordination, Non-Disturbance and Attornment Agreement the day and year first above written.

**LANDLORD:**

HART 353 NORTH CLARK LLC, a Delaware limited liability company

By: George Rumel  
Name: George Rumel  
Title: Senior Vice President

**TENANT:**

JENNER & BLOCK, LLP, an Illinois limited liability partnership

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

**LENDER:**

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY

By: Northwestern Mutual Investment Management Company, LLC, its investment adviser

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Managing Director

Attest: \_\_\_\_\_  
Assistant Secretary

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties hereto have executed this Subordination, Non-Disturbance and Attornment Agreement the day and year first above written.

**LANDLORD:**

HART 353 NORTH CLARK LLC, a Delaware limited liability company

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

**TENANT:**

JENNER & BLOCK, LLP, an Illinois limited liability partnership

By: Carol J Rubia  
Name: Carol J Rubia  
Title: Chief Operating Officer

**LENDER:**

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY

By: Northwestern Mutual Investment Management Company, LLC, its investment adviser

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Managing Director

Attest: \_\_\_\_\_  
Assistant Secretary

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties hereto have executed this Subordination, Non-Disturbance and Attornment Agreement the day and year first above written.

**LANDLORD:**

HART 353 NORTH CLARK LLC, a Delaware limited liability company

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

**TENANT:**

JENNER & BLOCK, LLP, an Illinois limited liability partnership

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

**LENDER:**

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, a Wisconsin corporation

By: Northwestern Mutual Investment Management Company, LLC, a Delaware limited liability company, its wholly-owned affiliate

By: *Brian D. Bennett*  
Name: Brian D. Bennett  
Title: Director



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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO  
HEREBY CERTIFY that George Burnel, the  
Senior Vice President, of **HART 353 NORTH CLARK LLC**, a Delaware limited  
liability company, who is personally known to me to be the same person whose name is  
subscribed to the foregoing instrument as such Senior Vice President appeared before me this  
day in person and acknowledged that he/she signed and delivered the said instrument as his/her  
own free and voluntary act and as the free and voluntary act of said [corporation / limited  
partnership / limited liability company], for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12<sup>th</sup> day of August, 2021.  
"OFFICIAL SEAL"  
ROSEMARIE FRONTZAK  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 7/23/2022  
Rosemarie Frontzak  
Notary Public  
My Commission Expires: 7/23/2022

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO  
HEREBY CERTIFY that \_\_\_\_\_, the  
\_\_\_\_\_, of **JENNER & BLOCK LLP**, an Illinois limited liability  
partnership, who is personally known to me to be the same person whose name is subscribed to  
the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person  
and acknowledged that he/she signed and delivered the said instrument as his/her own free and  
voluntary act and as the free and voluntary act of said limited liability partnership, for the uses  
and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, the \_\_\_\_\_, of **HART 353 NORTH CLARK LLC**, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said [corporation / limited partnership / limited liability company], for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

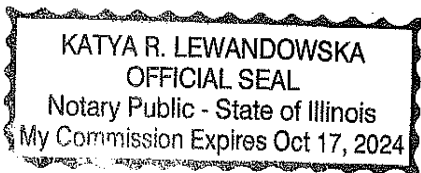
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Carol Rubin, the COO, of **JENNER & BLOCK LLP**, an Illinois limited liability partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such COO, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 8 day of September, 2021.

[Signature]  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 10-17-2024







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## EXHIBIT A

### LEGAL DESCRIPTION OF REAL ESTATE

#### PARCEL 1:

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF NORTH CLARK STREET (ALSO BEING THE WEST LINE OF LOT 5 IN SAID BLOCK 2) AND THE SOUTH LINE OF WEST KINZIE STREET (ALSO BEING THE NORTH LINE OF LOTS 5 THROUGH 8, BOTH INCLUSIVE, IN SAID BLOCK 2); THENCE EAST ALONG THE SOUTH LINE OF SAID WEST KINZIE STREET A DISTANCE OF 321.47 FEET TO THE WEST LINE OF NORTH DEARBORN STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOT 8 IN SAID BLOCK 2) A DISTANCE OF 178.60 FEET TO A POINT 311.60 FEET NORTH (AS MEASURED ALONG SAID WEST LINE OF NORTH DEARBORN STREET) OF THE CHICAGO RIVER, AS OCCUPIED; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 321.47 FEET TO A POINT ON THE EAST LINE OF SAID NORTH CLARK STREET 300.43 FEET NORTH (AS MEASURED ALONG SAID EAST LINE OF NORTH CLARK STREET) OF SAID CHICAGO RIVER, AS OCCUPIED; THENCE NORTH ALONG THE EAST LINE OF SAID NORTH CLARK STREET A DISTANCE OF 177.86 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1, AS CREATED BY FIRST AMENDMENT TO EASEMENT AND OPERATING AGREEMENT DATED AUGUST 23, 1988 AND RECORDED AUGUST 24, 1988 AS DOCUMENT NUMBER 88384561 FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS ON, OVER, THROUGH AND ACROSS THE "HOTEL ROAD EASEMENT AREA" AND THE "PROJECT ROAD EASEMENT AREA" DESCRIBED AS FOLLOWS:

#### HOTEL ROAD EASEMENT AREA:

PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF WEST KINZIE STREET (ALSO BEING THE NORTH LINE OF LOTS 5, 6, 7 AND 8 IN SAID BLOCK 2) AND THE EAST LINE OF NORTH CLARK STREET (ALSO BEING THE EAST LINE OF LOTS 4 AND 5 IN SAID BLOCK 2); THENCE SOUTH 0 DEGREES WEST ALONG SAID EAST LINE OF NORTH CLARK STREET A DISTANCE OF 177.86 FEET TO AN INTERSECTION WITH THE NORTH LINE OF TRACTS I AND II IN SAID BLOCK 2; THENCE SOUTH 90 DEGREES EAST ALONG SAID NORTH LINE OF TRACTS I AND II A DISTANCE OF 134.10 FEET TO AN

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INTERSECTION WITH THE LINE BETWEEN PARCELS 1 (BELOW +50.00 FEET CHICAGO CITY DATUM) OF SAID TRACTS I AND II AND THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 90 DEGREES EAST ALONG SAID NORTH LINE OF TRACTS I AND II A DISTANCE OF 187.57 FEET TO A POINT IN THE WEST LINE OF NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOTS 1 AND 8 IN SAID BLOCK 2) SAID POINT BEING 178.60 FEET SOUTH OF SAID SOUTH LINE OF WEST KINZIE STREET AS MEASURED ALONG THE WEST LINE OF NORTH DEARBORN STREET; THENCE SOUTH 0 DEGREES WEST ALONG SAID WEST LINE OF NORTH DEARBORN STREET A DISTANCE OF 26.32 FEET TO THE BACK OF A CURB OF AN ELEVATED DRIVEWAY; THENCE SOUTH 89 DEGREES 59 MINUTES 22 SECONDS WEST ALONG SAID BACK OF CURB A DISTANCE OF 68.78 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 27 SECONDS WEST A DISTANCE OF 47.20 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 22 SECONDS WEST A DISTANCE OF 29.31 FEET; THENCE NORTH 75 DEGREES 07 MINUTES 03 SECONDS WEST A DISTANCE OF 43.45 FEET TO A POINT WHERE THE SAID LINE BETWEEN PARCEL 1 INTERSECTS THE BACK OF CURB OF SAID ELEVATED DRIVEWAY; THENCE NORTH 0 DEGREES EAST ALONG SAID LINE BETWEEN PARCEL 1 A DISTANCE OF 14.83 FEET TO THE POINT OF BEGINNING.

## PROJECT ROAD EASEMENT AREA.

PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF WEST KINZIE STREET (ALSO BEING THE NORTH LINE OF LOTS 5, 6, 7 AND 8 IN SAID BLOCK 2) AND THE EAST LINE OF NORTH CLARK STREET (ALSO BEING THE WEST LINE OF LOTS 4 AND 5 IN SAID BLOCK 2); THENCE SOUTH 0 DEGREES WEST ALONG THE EAST LINE OF NORTH CLARK STREET A DISTANCE OF 177.86 FEET TO AN INTERSECTION WITH THE NORTH LINE OF TRACTS I AND II IN SAID BLOCK 2 AND THE POINT OF BEGINNING; THENCE SOUTH 90 DEGREES EAST ALONG SAID NORTH LINE OF TRACTS I AND II A DISTANCE OF 134.10 FEET TO AN INTERSECTION WITH THE LINE BETWEEN PARCEL 1 (BELOW + 50.00 FEET CHICAGO CITY DATUM) OF SAID TRACT I AND II; THENCE SOUTH 0 DEGREES WEST ALONG SAID LINE BETWEEN PARCEL 1 A DISTANCE OF 14.83 FEET TO A POINT OF INTERSECTION, NOT TANGENT WITH A CURVED LINE, SAID CURVED LINE BEING THE BACK OF A CURB OF AN ELEVATED DRIVEWAY; THENCE WESTERLY ALONG THE BACK OF CURB OF SAID DRIVEWAY BEING THE ARC OF A CIRCLE CONVEX NORTHERLY AND HAVING A RADIUS OF 15.00 FEET A DISTANCE OF 5.08 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 59 MINUTES 39 SECONDS WEST ALONG THE BACK OF CURB OF SAID DRIVEWAY AND TANGENT TO THE LAST DESCRIBED CURVED LINE A DISTANCE OF 129.11 FEET TO SAID EAST LINE OF NORTH CLARK STREET; THENCE NORTH 0 DEGREES EAST ALONG SAID EAST LINE OF NORTH CLARK STREET A DISTANCE OF 13.99 FEET TO THE POINT OF BEGINNING.

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## PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY AMENDMENT TO GRANT OF AUTOMOBILE ACCESS DATED MAY 18, 2009 AND RECORDED JULY 27, 2009 AS DOCUMENT NUMBER 0920833001 (THE AMENDMENT TO GRANT OF AUTOMOBILE ACCESS EASEMENT) FOR VEHICULAR INGRESS AND EGRESS ON, OVER, THROUGH AND ACROSS THE "LOWER CARROLL EASEMENT AREA" (AS DEFINED IN THE AMENDMENT TO GRANT OF AUTOMOBILE ACCESS EASEMENT AND AS DEPICTED ON EXHIBIT C ATTACHED THERETO).

## PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY AMENDMENT TO PARKING AGREEMENT DATED MAY 18, 2009 AND RECORDED JULY 27, 2009 AS DOCUMENT NUMBER 0920833002 (THE AMENDMENT TO PARKING AGREEMENT) FOR USE OF THE LOWER CARROLL PARKING SPACES AREA (AS DEFINED IN THE AMENDMENT TO PARKING AGREEMENT AND AS DEPICTED ON EXHIBIT C ATTACHED THERETO AND AS SHOWN ON THE SURVEY) IN CONNECTION WITH THE REPAIR AND MAINTENANCE OF THE BUILDING LOCATED ON PARCEL 1.

353 North Clark Street  
Chicago, IL 60654

17-09-408-012-0000; 17-09-408-013-0000; 17-09-408-014-0000; 17-09-408-015-0000;  
17-09-408-016-0000