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00528204

THIS INSTRUMENT WAS PREPARED BY:

4667/0228 20 001 Page 1 of 12
2000-07-14 15:33:00
Cook County Recorder 83.00

Howard I. Goldblatt
O'Brien, O'Rourke & Hogan
10 South LaSalle Street
Suite 2900
Chicago, Illinois 60603



00528204

TICOR TITLE INSURANCE

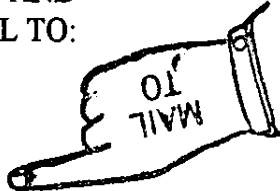
Property of Cook County Clerk's Office

6-12-P

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

RECORDING AT THE REQUEST OF AND
WHEN RECORDED MAIL ORIGINAL TO:

GoodSmith, Gregg & Unruh
300 South Wacker Drive, Suite 3100
Chicago, Illinois 60606
Attention: Carrie DeValk



9900 27384 NHC / 452847
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default and shall continue to perform all terms of the Lease as though such default shall not have occurred, until the applicable grace period provided to Lender in this paragraph 2 shall have expired. Subject to the exception for said Emergency Condition, Lender shall have the right to cure any default by Landlord under the Lease until the later of (i) thirty (30) days after the expiration of any grace period available to Landlord under the Lease, or (ii) thirty (30) days after Lender shall have received written notice from Tenant of such default, provided that, if such default is not capable of being cured within such period, Lender shall have such additional period of time as may be required within which to cure such default so long as Lender commences such cure within the applicable thirty (30) day period and thereafter diligently proceeds to complete the cure of such default within a commercially reasonable period of time. Lender shall have the right, but not the obligation, to remedy or cure such default, and in no event shall this Agreement be construed as expanding or limiting the rights or remedies of Tenant upon the occurrence of a default under the Lease.

3. Non-Disturbance. So long as Tenant is not in default, after the expiration of notice and the applicable cure period, in the payment of rent, additional charges or other sums or charges now or hereafter payable under the Lease (collectively, the "Rent") or in the performance of any of the terms, covenants or conditions of the Lease, Tenant, subject to the other provisions of this Agreement, shall not, by reason of foreclosure of the Mortgage, acceptance of a deed in lieu of foreclosure or the exercise of any remedy provided in the Mortgage, be disturbed in Tenant's occupancy of the Demised Premises pursuant to the terms and during the term of the Lease or any extension thereof set forth in the Lease.

4. Notice of Rent Payments. If Lender, prior to its acquisition of Landlord's title to the Land, shall at any time exercise a right to receive the Rent, Lender shall not thereby become obligated to Tenant for the performance of any of the terms, covenants, conditions or agreements of Landlord under the Lease. Landlord and Tenant agree with Lender that Tenant shall pay the Rent directly to Lender (subject to those rights of offset permitted by the Lease) upon Tenant's receipt of written notice from Lender of the exercise of such rights and Landlord hereby irrevocably authorizes and directs Tenant to make all such payments to Lender.

5. Attornment. Tenant shall attorn to and recognize, as Tenant's landlord, any purchaser at a foreclosure or judicial sale relating to the Mortgage or debt secured thereby or any transferee by deed or assignment in lieu thereof (a "Successor Landlord"). Without further evidence of such attornment and recognition, Tenant shall be bound by and comply with all the terms, provisions, covenants and obligations contained in the Lease on its part to be performed. Notwithstanding anything to the contrary contained in this Agreement or any other instrument (including, without limitation, the Lease), no Successor Landlord or its successors or assigns shall have any obligation whatsoever to complete any improvements or any work or restoration otherwise to be performed under the Lease or to reimburse or otherwise credit Tenant or any other party for any costs thereof (except for the right of offset provided in the Lease that is the subject of Section 8(a) hereof), provided that, if a Successor Landlord or its successor or assign shall elect not to complete the same or to reimburse or credit Tenant as aforesaid, then Tenant shall have the right to terminate the Lease as its sole remedy against the Successor Landlord and its successors and assigns.

6. **Lease Amendments.** Landlord and Tenant shall not amend, modify, supplement or terminate the Lease or extend the terms thereof, without the written consent of Lender. Any such attempted or purported amendment, modification, supplement or termination without such consent shall be void and of no effect, except as Lender may otherwise expressly elect in writing.

7. **Notice to Lender.** Notwithstanding any provision of the Lease to the contrary, no notice by Tenant to Landlord under the Lease shall be deemed effectively given to Landlord unless and until Tenant shall also have given the same such notice (including all documents accompanying or required to accompany the same) to Lender in accordance with paragraph 12 below.

8. **Liability.** In addition to, and not in lieu of all the provisions of this Agreement, neither Lender nor any Successor Landlord nor any of their respective successors or assigns shall in any way or to any extent:

- (a) be liable for any act or omission of any prior landlord (including Landlord) in contravention of any provision of the Lease, whether or not the same be continuing, but in the instance of a continuing act or omission, Tenant shall be entitled to all of its remedies provided in the Lease that accrue or occur on and after the date a Successor Landlord acquires title to the Land; or
- (b) be subject to any claims (except the right of offset provided in the Lease) or defenses which Tenant might have against any prior landlord (including Landlord); or
- (c) be bound by any Rent which Tenant might have paid for more than thirty (30) days in advance to any prior landlord (including Landlord); or
- (d) be in any way responsible for any deposit or security which was or shall have been delivered to any prior landlord (including Landlord) but which was not or shall not have been subsequently delivered to Lender or such other person or entity, as the case may be.

9. **Nonrecourse.** In the event of a default under the Lease by any Successor Landlord or by any of its successors or assigns, Tenant shall have no recourse to any assets of such Successor Landlord or of its successors or assigns, other than its interest in the Land and the remedies provided in the Lease.

10. **Affirmation.** Tenant, in order to induce Lender to enter into this Agreement, hereby affirms that:

- (a) Exhibit B is a full, true and complete copy of the Lease;
- (b) The Lease is in full force and effect and has not been modified or amended (except as may be herein set forth), and no option, if any, to extend the term of the

Lease or to expand or contract the area of the Demised Premises has been exercised;

- (c) Tenant has not assigned its interest in the Lease or sublet any of the Demised Premises;
- (d) Tenant has accepted possession of the Demised Premises and acknowledges that, to the best of Tenant's actual current knowledge, all alterations and improvements to be made on the part of Landlord through the date hereof have been completed to Tenant's satisfaction;
- (e) To the best of Tenant's actual current knowledge, Landlord is not in default under any of Landlord's obligations under the Lease;
- (f) To the best of Tenant's actual current knowledge, Tenant has no right of offset or defense against any Rent or other obligation under the Lease;
- (g) The Lease was duly authorized by Tenant and constitutes the valid and binding obligation of Tenant enforceable in accordance with its provisions; and
- (h) Tenant has not prepaid any Rent under the Lease other than for the current month.

11. Other Documents. Tenant agrees to execute such other documents as Lender may deem reasonably necessary to subordinate the Lease to the lien of the Mortgage and to confirm the other matters contained herein, provided that no such documents modify the terms of the Lease or adversely affect Tenant's rights and obligations thereunder. Tenant further agrees with Lender that Tenant will not voluntarily subordinate the Lease to any lien or encumbrance without Lender's written consent.

12. Notice. Unless the terms of this Agreement shall require actual delivery, all notices, demands and requests which may be or are required to be given, demanded or requested by any party to the other shall be in writing. All transmittals shall be delivered by private messenger, or sent by United States registered or certified mail, postage prepaid, or by Federal Express or similar overnight courier service (provided, however, that billing and invoicing may be sent to Tenant by United States first class mail), addressed as follows or to such other address as the parties hereto may from time to time designate in writing to the other parties:

If to Lender:	U.S. Bank National Association U.S. Bank Place 601 Second Avenue South Minneapolis, Minnesota 55402-4302 Attention: Real Estate Banking Division
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With a copy to: U.S. Bank National Association
One Illinois Center
111 East Wacker Drive, Suite 3000
Chicago, Illinois 60601
Attention: John Suhs

If to Landlord: c/o Higgins Development Partners, L.L.C.
Suite 800
101 East Erie Street
Chicago, Illinois 60611
Attn: Gerald A. Pientka, President

With a copy to: Pritzker Realty Group
200 West Madison, 37th Floor
Chicago, Illinois 60606
Attention: John Kevin Poorman

If to Tenant: Dean Foods Company
3600 North River Road
Franklin Park, Illinois 60131-2185
Attention: President

With a Copy to: Dean Foods Company
3600 North River Road
Franklin Park, Illinois 60131-2185
Attention: (i) General Counsel, and (ii) Treasurer

After the Initial Term Commencement Date, copies of all notices to Tenant shall be addressed to the Demised Premises, or at such other place as Tenant may from time to time designate by written notice to Landlord and Developer.

13. Binding Effect. This Agreement shall be binding upon and inure to the parties and their respective heirs, successors and assigns. Landlord and Tenant acknowledge and agree that, at the election of any subsequent mortgagee, beneficiary of a deed of trust or holder of other security instrument with respect to the Land or any part thereof the proceeds of whose loan are used in whole or in part to refinance the Loan, this Agreement shall also inure to the benefit of such mortgagee, beneficiary or holder. In such event, all references herein to Lender shall also refer to such mortgagee, beneficiary or holder, and all references to the Mortgage shall also refer to such mortgage, deed of trust or security instrument. Landlord and Tenant agree to execute such documents as any such mortgagee, beneficiary or holder may reasonably request to confirm the provisions of this Agreement.

14. Amendments. This Agreement may not be changed, amended or modified in any manner other than by an agreement in writing specifically referring to this Agreement and executed by the parties hereto.

15. Counterparts. This Agreement may be executed in counterparts. If any provision of this Agreement shall be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST/WITNESS:

Paul Costello
Title: SP Loan Administration Officer

[Corporate Seal]

ATTEST/WITNESS:

[Signature]
Title: MEMBER

[Corporate Seal]

ATTEST/WITNESS:

Don E. Kelley
Title: Secretary

[Corporate Seal]

U.S. Bank National Association, as Agent

By: [Signature]
Title: Vice President

Rosemont Bryn Mawr Land, L.L.C.

By: [Signature]
Title: AUTHORIZED REPRESENTATIVE

Dean Foods Company

By: William M. Sweeney
Title: Treasurer

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT is made as of the ^{July}~~June~~ 7th day of ~~June~~, 2000 by and among U.S. Bank National Association, as Agent (the "Lender"), Rosemont Bryn Mawr Land, L.L.C., a Delaware limited liability company (the "Landlord"), and Dean Foods Company, a Delaware corporation (the "Tenant").

WITNESSETH:

WHEREAS, Lender has made or intends to make a loan or loans (the "Loan") to or for the benefit of Landlord secured, inter alia, by a mortgage or deed of trust granted by Landlord to Lender (such mortgage or deed of trust and all amendments, renewals, modifications, replacements, increases, supplements, consolidations and extensions thereof being hereinafter collectively referred to as the "Mortgage") upon certain real property described in Exhibit A hereto (the "Land"); and

WHEREAS, Landlord and Tenant have entered into that certain Build-To-Suit Lease Agreement, dated as of December 30, 1999 (the "Lease"), with respect to certain premises (the "Demised Premises") which are part of the Land; and

WHEREAS, pursuant to the Mortgage and documents related thereto, Landlord has assigned or is to assign, inter alia, all of its right, title and interest in the Lease and the rents payable thereunder to Lender as security for the performance of its obligations made in connection with the Loan.

NOW, THEREFORE, intending to be legally bound hereby, in consideration of the mutual promises and covenants of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do mutually covenant and agree as follows:

1. Subordination. Subject to the terms and conditions of this Agreement, the Lease is and shall at all times hereafter be subject and subordinate in all respects to the Mortgage and, unless the holders thereof shall otherwise elect, to all future mortgages, deeds of trust and security instruments of the type referred to in paragraph 13 hereof. Such subordination shall be effective as though the Lease shall have been executed after the execution of the Mortgage and such other mortgages, deeds of trust and security instruments and the due and proper recordation thereof in all appropriate offices and indexes.

2. Notice of Default – Cure. If Landlord shall default in any of Landlord's obligations under the Lease, then Tenant shall give prompt written notice thereof to Lender. In addition, notwithstanding any provision in the Lease to the contrary, copies of all notices to Landlord relating to any such default shall be given promptly to Lender in writing and any grace period which may be provided to Landlord under the Lease shall not be deemed to have commenced until Lender shall also have received such notice. Except as otherwise permitted in Section 2A.3 of the Lease in the instance of offset and in Section 6.4(a) of the Lease in the instance of a Lease defined Emergency Condition, Tenant shall take no action as a result of such

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STATE OF Illinois)
) SS.
COUNTY OF Cook)

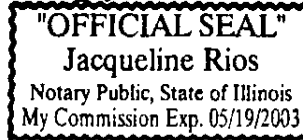
On this 7th day of July, 2000, before me, a notary public, personally appeared John M. Subst, who acknowledged himself to be the Vice President of U.S. Bank National Association, a national banking association, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of such entity by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

My commission expires: 5-19-2003



STATE OF Illinois)
) SS.
COUNTY OF Cook)

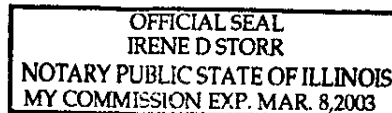
On this 30th day of June, 2000, before me, a notary public, personally appeared Gerald A. Piutka, who acknowledged himself to be the member of the Managing member of Rosemont Bryn Mawr Land, L.L.C., a Delaware limited liability company, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of such entity by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

My commission expires:



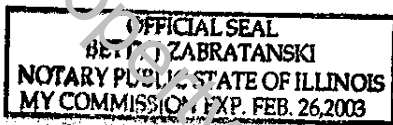
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STATE OF Illinois)
) SS.
COUNTY OF Cook)

On this 27th day of June 2000, before me, a notary public, personally appeared WILLIAM M. LIEGERS, JR., who acknowledged himself to be the VP & Treasurer of Dean Foods Company, a Delaware corporation, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of such entity by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Betty J. Zabratanski
Notary Public

My commission expires: 2/26/03

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CITY: ROSEMONT
TAX NUMBER:

COUNTY: COOK COUNTY

LEGAL DESCRIPTION:

PARCEL A:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 AND 11 IN WALTER D. PHILLIPS JR'S SUBDIVISION NO. 1, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 17270989, IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF LOT 1 AND 2 IN BRYN MAWR AVENUE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF VACATED LYMAN AVENUE AND VACATED SEMINOLE STREET, IN THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN TOGETHER WITH THAT PART OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST WESTERLY CORNER OF LOT 2 IN BRYN MAWR AVENUE SUBDIVISION AFORESAID; THENCE NORTH 27 DEGREES 45 MINUTES 30 SECONDS EAST, ALONG THE WEST LINE OF LOT 2, 35.13 FEET; THENCE NORTH 70 DEGREES 36 MINUTES 08 SECONDS EAST, ALONG A WESTERLY LINE OF LOT 2, 22.03 FEET; THENCE NORTH 25 DEGREES 28 MINUTES 44 SECONDS EAST, ALONG A WESTERLY LINE OF LOT 2, 226.72 FEET; THENCE NORTH 10 DEGREES 12 MINUTES 58 SECONDS EAST, ALONG A WESTERLY LINE OF LOT 2, 134.77 FEET TO THE MOST NORTHERLY NORTHWEST CORNER OF SAID LOT 2; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE NORTH LINE OF LOT 2 TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE NORTH 02 DEGREES 05 MINUTES 59 SECONDS EAST, 52.54 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 31 SECONDS EAST, 164.50 FEET TO THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 6 IN WALTER D. PHILLIPS JR'S SUBDIVISION NO. 1, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 02 DEGREES 06 MINUTES 00 SECONDS WEST, ALONG THE WEST LINE OF LOTS 1 TO 6 IN WALTER D. PHILLIPS JR'S SUBDIVISION NO. 1 AFORESAID, 691.14 FEET TO THE SOUTHWEST CORNER OF LOT 1 AFORESAID; THENCE NORTH 89 DEGREES 49 MINUTES 30 SECONDS WEST, ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 1, 33.02 FEET TO THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE SOUTH LINE OF LOT 1 AND ITS EASTERLY EXTENSION IN BRYN MAWR AVENUE SUBDIVISION AFORESAID, 172.19 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 451.26 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 156.24 FEET; THENCE SOUTH 02 DEGREES 06 MINUTES 00 SECONDS EAST, 206.36 FEET TO THE SOUTH LINE OF LOT 2 IN BRYN MAWR AVENUE SUBDIVISION AFORESAID; THENCE NORTH 87 DEGREES 54 MINUTES 00 SECONDS WEST, ALONG SAID SOUTH LINE, 174.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL C:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 12, EAST

LEGALD

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LEGAL DESCRIPTION:

OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY NORTHEAST CORNER OF LOT 2 IN BRYN MAWR AVENUE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SAID SECTION 4; THENCE NORTH 02 DEGREES 05 MINUTES 59 SECONDS EAST, 52.54 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 31 SECONDS WEST, 66.03 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 52.72 FEET TO THE NORTH LINE OF LOT 2 AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID NORTH LINE, 64.11 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TAX #'s

12-03-309-001-0000; 002; 003; 004; 005;
006; 007; 008; 009; 010; 011
12-04-402-023-0000; 024; 025; 026;
053; 066; 051

Exhibit B
Copy of Lease

A copy of the Lease has not been attached to this Document.

Property of Cook County Clerk's Office