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When recorded, return to:

Alan E. Richards
RICHARDS, RALPH & SCHWAB, CHTD
175 E. Hawthorn Parkway
Suite 345
Vernon Hills, IL 60061
847/367-9699



LIBERTYVILLE BANK & TRUST CO.
507 N. MILWAUKEE AVE
LIBERTYVILLE, IL 60048



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2003-04-08 15:19:12
Cook County Recorder 78.50

SUBORDINATION NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (herein "Agreement") made and entered into as of the 1st day of June, 2002, by and between AMPERE MEDIA, LLC, ("Tenant"), whose address is 3400 Dundee Road, Suites 236 and 260, Northbrook, Illinois 60062, and LIBERTYVILLE BANK AND TRUST COMPANY, Attn: Brian B. Mikaelian, ("Lender"), whose address is 507 North Milwaukee Avenue, Libertyville, Illinois 60048, and 3400 DUNDEE, LLC, an Illinois limited liability company and THE RUDMAN FAMILY LIMITED PARTNERSHIP an Illinois family limited partnership, (collectively "Landlord").

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A. On June 1, 2002, Lender make a mortgage loan (the "Loan") to Landlord in the amount of \$6,800,000.00 to be secured by a mortgage (the "Mortgage") of even date recorded with the Cook County Recorder's office on _____, 2002 as Document Number _____ on the real property legally described in Exhibit "A" attached hereto (the "Premises"); and **Real Estate Index R1034365**

B. Tenant is the present tenant of lease dated Aug 8, 2000, made by and between Great Lakes REIT, L.P. ("Great Lakes"), as landlord and Tenant, as tenant for that certain premises more particularly described therein and containing approximately 3,324 rentable square feet (herein, referred to as the "Demised Premises") (said lease and all amendments thereto being collectively referred to as the "Lease"); and

C. Landlord has or will shortly purchase the Premises from Great Lakes; and

D. The loan terms require that Tenant subordinate the Lease and its interest in the Premises in all respects to the lien of the Mortgage and that Tenant attorn to Lender; and

E. In return, Lender is agreeable to not disturbing Tenant's possession of the Demised Premises.

NOW, THEREFORE, the parties hereby agree as follows:

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1. Subordination. The Lease, and the rights of Tenant in, to and under the Lease and the Demised Premises, are hereby subjected and subordinated to the lien of the Mortgage; provided, however, that neither the Mortgage nor this Agreement shall expand, enlarge, alter, affect or diminish Tenant's rights or obligations contained in the Lease, including, without limitation, Tenant's rights and obligations, if any, relating to: casualty insurance proceeds and the attendant obligations regarding restoration of the building provided in the Lease; eminent domain proceedings and the attendant obligations regarding restoration of the building; the maintenance and operation obligations of the Demised Premises provided in the Lease and Tenant's self-help, offset and termination rights set forth in the Lease.

2. Tenant Not To Be Disturbed. Lender hereby consents to the Lease. Tenant's possession of the Demised Premises, and its rights and privileges under the Lease, including but not limited to any extension or renewal rights, shall not be diminished or interfered with by Lender until Lender has succeeded to the interest of the Landlord and then Tenant's possession may only be disturbed in accordance with the terms of the Lease. Lender will not join Tenant as a party defendant in any action or proceeding foreclosing the Mortgage unless such joinder is necessary to foreclose the Mortgage and then only for such purpose and not for the purpose of terminating the Lease. If Lender joins Tenant in any judicial foreclosure proceeding contrary to this paragraph, Lender shall reimburse Tenant for any and all reasonable legal expenses incurred by Tenant in defending the same.

3. Tenant to Attorn to Lender. If Lender shall become the owner of the Premises or the Premises shall be sold by reason of foreclosure or other proceedings brought to enforce the Mortgage or the Premises shall be transferred by deed in lieu of foreclosure, the Lease shall continue in full force and effect as a direct lease between the owner of the Premises, who shall succeed to the rights and duties of the Landlord and Tenant. Tenant shall attorn to Lender or any other such owner as its landlord, said attornment to be effective and self-operative without the execution of any further instruments. Tenant shall be under no obligation to pay Annual Base Rental or Additional Rent (as such terms are defined in the Lease) or any other sums due and payable pursuant to the provisions of the Lease to Lender or any such other owner or to name such owner as an additional insured or certificate holder on any insurance policies until Tenant receives written notice and a certified copy of an executed transferring document or certified court order from Lender or any such other owner that it has succeeded to Landlord's interest under the Lease. The notice shall be provided to Tenant at least ten (10) business days prior to Tenant having any obligation to pay Annual Base Rental, Additional Rent or any other sums due and payable pursuant to the provisions of the Lease to Lender or any other owner that has succeeded to Landlord's interest under the Lease to provide a certificate of insurance to such owner.

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4. Lender's Option to Cure Landlord's Default. Tenant agrees to provide Lender with a copy of any written notice of a default given to Landlord. Tenant agrees that Lender shall have the right to cure such default on behalf of Landlord within the same time period provided for Landlord (as Landlord) to cure its default in the Lease. Tenant further agrees not to invoke any of its remedies provided in the Lease (except for the remedies provided in the Lease in the event of an emergency) until such time period has elapsed.

5. Notice of Discharge/Assignment. Landlord or Lender shall give notice to Tenant of the reconveyance, assignment or other release of the Mortgage within thirty (30) days of the date the reconveyance, assignment or other release is recorded.

6. Limitation. This Agreement shall not apply to any equipment owned or leased by Tenant which is now or hereafter placed or installed on the Demised Premises, and Tenant shall have the full right to remove said equipment at the expiration of the Lease term.

7. Notices. Notices given to Lender pursuant to the terms of the Lease or pursuant to this Agreement shall be in writing and deemed to be properly served if personally delivered, sent by certified or registered mail (return receipt requested) postage prepaid by overnight courier service which delivers only upon the signed receipt of the addressee or via Facsimile. Notices shall be sent as follows:

To Lender:

Libertyville Bank and Trust Company
507 North Milwaukee Avenue
Libertyville, IL 60048
Attn: Brian Mikaelian
847/247-4027 (phone)
847/367-8444 (fax)

with a copy to:

Richards, Ralph & Schwab, Chtd.
175 E. Hawthorn Parkway #345
Vernon Hills, IL 60061
Attn: Alan Richards, Esq.
847/367-9699 (phone)
847/367-9621 (fax)

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To Tenant:

Ampere Media, LLC
3400 Dundee, Suite 236
Northbrook, Illinois 60062

with copies to:

To Landlord:

3400 Dundee, LLC and The Rudman Family Limited Partnership
c/o 2121 Waukegan Road
Bannockburn, Illinois 60015
Attn: Gary Wood

(phone) 847/940-8806
(fax) 847/ 940-8815

with copies to:

Michael B. Viner
Much, Shelist
200 N. LaSalle Street
Suite 2100
Chicago, IL 60601-1095
312/621-1449 (phone)
312/621-1750 (fax)

or to any subsequent address which Lender, Landlord and/or Tenant shall designate, in writing, for such purpose. The date of notice shall be the date of receipt of the notice or the date of refusal of receipt of the notice by the addressee or its agent or the date of attempted delivery if the notice was unable to be delivered to the address indicated by either party. No party may designate an address for notice unless same shall include a street address, suite number (if applicable), city, state and zip code and if a notice address does not include such information, the notice address for such party shall be the prior proper address.

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8. Successors and Assigns. This Agreement and each and every covenant, agreement and other provision hereof shall be binding upon and shall inure to the benefit of the parties hereto and their representatives, successors and assigns.

9. General. All terms not otherwise defined herein shall have the meaning ascribed to them in the Lease.

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

Libertyville Bank and Trust Company

By:


Brian B. Mikaelian

Its:

Executive Vice-President

Ampere Media, LLC

By:



Its:

President

3400 Dundee, LLC

By:

Manager

The Rudman Family Limited Partnership

By:

Its: _____

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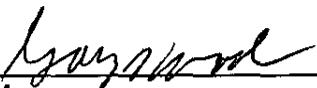
Libertyville Bank and Trust Company

By: 
Brian B. Mikaelian
Its: Executive Vice President

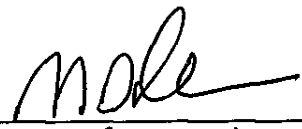
Ampere Media, LLC

By: _____
Its: _____

3400 Dundee, LLC

By: 
Manager

The Rudman Family Limited Partnership

By: 
Its: Carol Partner

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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

THE NORTH 1 ACRE OF THE WEST 2 ACRES OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 16 FEET OF THE SOUTH 1 ACRE OF THE WEST 2 ACRES (EXCEPT THE SOUTH 50 FEET OF THE WEST 16 FEET) OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE WEST 4 ACRES (EXCEPT THEREFROM THE FOLLOWING: THE NORTH 1 ACRE OF THE WEST 2 ACRES THEREOF; THE WEST 16 FEET OF THE SOUTH 1 ACRE OF THE WEST 2 ACRES THEREOF, AND THE SOUTH 50 FEET THEREOF) OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCELS 1, 2, AND 3, AS CREATED BY NON-EXCLUSIVE EASEMENT AGREEMENT BETWEEN THE VILLAGE OF NORTHBROOK, LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 16, 1978 AND KNOWN AS TRUST NUMBER 10-33602-09 AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 8, 1983 AND KNOWN AS TRUST NUMBER 60300, DATED JULY 9,

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1984 AND RECORDED JULY 13, 1984 AS DOCUMENT 27171232, AND BY NON-EXCLUSIVE EASEMENT AGREEMENT BETWEEN THE ABOVEMENTIONED PARTIES, DATED SEPTEMBER 11, 1985 AND RECORDED DECEMBER 12, 1985 AS DOCUMENT 85320712 FOR INGRESS, EGRESS, DRIVEWAY AND OFF-STREET PARKING OVER PORTIONS OF THE FOLLOWING LEGAL DESCRIPTIONS:

PARCEL "A":

THE WEST 2 ACRES (EXCEPT THE SOUTH 50 FEET THEREOF) OF THE EAST 4 ACRES OF THE WEST 10 ACRES OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND

PARCEL "B":

THE EAST 2 ACRES OF THE WEST 6 ACRES OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 50 FEET THEREOF TAKEN IN CASE NO. 70L1934, BY THE COUNTY OF COOK), IN COOK COUNTY, ILLINOIS.

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