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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:



Eugene "Gene" Moore Fee: \$38.00
Cook County Recorder of Deeds
Date: 05/30/2003 07:49 AM Pg: 1 of 8

Cassidy, Shimko & Dawson, P.C.
20 California Street, Suite 500
San Francisco, CA 94111

Attention: Marilyn A. Blake

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBORDINATION AND ATTORNMEN T AGREEMENT

THIS SUBORDINATION AND ATTORNMEN T AGREEMENT (this "Agreement") is made as of MAY 27, 2003, among THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation ("Lender"), LOCK UP NORTHFIELD, L.L.C., an Illinois limited liability company ("Landlord"), and SHS DEVELOPMENT COMPANY, an Illinois corporation ("Tenant").

RECITALS:

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties:

A. Lender has agreed to make the Loan to Landlord and the other Borrower Parties to be secured in part by the Security Instruments encumbering the property commonly known as 800 Frontage Road, Northfield, Illinois (the "Property"), which is legally described on Exhibit A attached hereto. Tenant has leased a portion of the Property (such portion being referred to herein as the "Premises") from Borrower pursuant to a Lease Agreement between Tenant and Borrower dated as of January 1, 2003 (the "Lease").

B. As a condition to making the Loan, Lender requires the agreements, statements and assurances contained in this Agreement. Tenant understands that, in making the Loan, Lender will rely on the agreements, assurances and statements made in this Agreement.

NOW, THEREFORE, Lender, Tenant, and Landlord agree as follows:

1. **Definitions.** As used in this Agreement, "Succeeding Owner" means Lender or any other Person who becomes the owner of the Property by reason of foreclosure of the Security Instruments or by deed in lieu of foreclosure. Other capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given them in Schedule 1 to the Loan Agreement of even

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BOX 333-CT

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date herewith by and between Borrower and Lender, and such terms as so defined in Schedule 1 to the Loan Agreement are incorporated herein by reference as if set forth in full.

2. **Subordination.** The Lease, and the rights of Tenant in, to and under the Lease, the Premises and the Property, are hereby subjected and subordinated, and shall remain in all respects and for all purposes subject and subordinate, to the lien of the Security Instruments, and to any and all renewals, modifications and extensions thereof, and any and all other instruments held by Lender as security for the Loan. Without limiting the generality of the foregoing, such subordination shall include all rights of Tenant in connection with any insurance or condemnation proceeds with respect to the Property. If an Event of Default occurs under the Loan Documents, Lender may elect to terminate the Lease by giving written notice to Tenant and the Lease shall then terminate thirty (30) days after the date of such termination notice or such later termination date set out in such termination notice.

3. **Tenant To Attorn To Lender.** If a Succeeding Owner becomes the owner of the Property by reason of foreclosure of the Security Instruments or by deed in lieu of foreclosure and the Lease has not been terminated as provided in Paragraph 2 above, the Succeeding Owner may elect to terminate the Lease by notice to the Tenant, which notice must be given within 30 days after the Succeeding Owner becomes the owner of the Property. If the Lease is not so terminated, the Lease shall, subject to the provisions set forth in clauses (a) through (e) below, continue in full force and effect, such Succeeding Owner shall perform (but shall not personally assume) the obligations of the original Landlord thereunder, and Tenant hereby agrees to attorn to the Succeeding Owner as Tenant's lessor, provided, however, that in any and all events, the Succeeding Owner shall not be:

- (a) Liable for any act or omission of any prior lessor (including Landlord) or subject to any offsets or defenses which Tenant might have against any such prior Landlord;
- (b) Liable or obligated to expand the Premises, pay tenant improvement allowances, construct additional improvements or otherwise expend funds which are capital in nature, other than expenses for ordinary maintenance and repair;
- (c) Liable to reconstruct the Property whether or not insurance proceeds are available therefor;
- (d) Liable for any obligation to indemnify or reimburse Tenant, any leasehold mortgagee, or any other third party or any of their respective successors and assigns from and against any loss, liability, damage or cost relating to or arising from the presence of any toxic or hazardous materials on, under or about the Property; or
- (e) Liable or bound by any right of first refusal or option to purchase all or any portion of the Property set forth in the Lease.

The agreements to attorn contained in this Paragraph are intended to be self-effectuating in favor of any Succeeding Owner. Nevertheless, upon written request Tenant shall provide such written evidence as may be reasonably required by any Succeeding Owner of the continuing effectiveness of Tenant's obligations under this Agreement and the Lease as modified by this Agreement.

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4. **Rental Payments.** Tenant agrees that it will pay rent under the Lease to Lender upon written demand from Lender. Landlord consents to Tenant's payment of rent as instructed by Lender in writing and agrees that Tenant may rely solely upon such written instruction regardless of any dispute between Lender and Landlord. Landlord releases Tenant and Lender from all claims arising out of Tenant's payment of rent as instructed by Lender in writing.

5. **Lender's Notice of Default and Options to Cure.**

(a) Tenant agrees that, until release of the Security Instruments, it shall not invoke any remedies under the Lease for breaches or defaults by the Landlord without having first given to Lender: (i) written notice of such default and (ii) the greater of (A) 30 days after the period provided under the Lease for cure by the Landlord of such default or (B), if cure of such default requires possession of the Property, 90 days after Lender has obtained possession within which to cure such default.

(b) Notwithstanding any provision contained in this Agreement to contrary, (i) Lender shall be under no obligation to cure any default under the Lease, and (ii) Tenant's obligation contained herein to forbear exercise of its rights and remedies under or with respect to the Lease shall not be defeated by Lender's failure to cure, (A) any default of Landlord described in clauses 3(a) through (e), inclusive, or (B) any other default under the Lease that cannot reasonably be cured through the expenditure of money (e.g., the bankruptcy of Landlord).

6. **Assignment of Lease.** Tenant understands that Landlord's interest in the Lease has been assigned to Lender in connection with the Loan. Until Lender becomes owner of the Property, however, Lender assumes no duty, liability or obligation to Tenant under the Lease. Should a Succeeding Owner acquire Landlord's interest in the Lease by foreclosure or deed in lieu of foreclosure, then upon its transfer of the Property, all of the Succeeding Owner's further obligations under the Lease shall automatically terminate, and the Succeeding Owner's transferee shall be responsible for all of the lessor's Lease obligations which accrue after the transfer.

7. **Notices.** Any notices under this Agreement shall be sent by certified mail to the addresses indicated below.

8. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their heirs, administrators, representatives, successors, and assigns.

9. **Costs and Attorneys' Fees.** In the event of any claim or dispute arising out of this Agreement, the party that prevails shall be awarded, in addition to all other relief, all attorneys' fees and other costs and expenses incurred in connection with such claim or dispute; including without limitation those fees, costs, and expenses incurred before or after suit, and in any arbitration, and any appeal, any proceedings under any present or future bankruptcy act or state receivership, and any post-judgment proceedings.

10. **Governing Law.** This Agreement shall be governed by the laws of the State of Illinois, without regard to that State's principles regarding conflicts of law.

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IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first above written.

TENANT:

SHS DEVELOPMENT COMPANY, an Illinois corporation

By: [Signature]
Name: Richard B. Holscher
Title: VP

Address: 800 Frontage Road
Northfield, IL 60093

LANDLORD:

LOCK UP NORTHFIELD, L.L.C., an Illinois limited liability company

By: Lockup Development Corporation, an Illinois corporation, its manager
By: [Signature]
Its: VP

Address: 800 Frontage Road
Northfield, IL 60093

LENDER:

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation

By: [Signature]
Its: VICE PRESIDENT

Address:

The Prudential Insurance Company of America
Prudential Asset Resources
2200 Ross Avenue
Suite 4900-E
Dallas, Texas 75201
Attention: Asset Management Department
Reference Loan Nos. 6 104 905 and 6 104 906

With a copy to:

The Prudential Insurance Company of America
Prudential Asset Resources
2200 Ross Avenue
Suite 4900-E
Dallas, Texas 75201
Attention: Legal Department
Reference Loan No. 6 104 905 and 6 104 906

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STATE OF ILLINOIS }
County of Cook }

SS.

I, Judy Ann Righter (name and official capacity of official), do hereby certify that on the May day of 2003, Richard Bitelscher (name of person signing document), personally appeared before me and being first duly sworn by me acknowledged that he/she signed the foregoing document in the capacity therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written .
(Insert official capacity of official)

Judy Ann Righter
Name (typed or printed): Judy Ann Righter
NOTARY PUBLIC in and for the State of Illinois
Residing at Northfield
My appointment expires: 10-28-04

STATE OF ILLINOIS }
County of Cook }

SS.

I, Judy Ann Righter (name and official capacity of official), do hereby certify that on the May day of 2003, Richard Bitelscher (name of person signing document), personally appeared before me and being first duly sworn by me acknowledged that he/she signed the foregoing document in the capacity therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written .
(Insert official capacity of official)

Judy Ann Righter
Name (typed or printed): Judy Ann Righter
NOTARY PUBLIC in and for the State of Illinois
Residing at Northfield
My appointment expires: 10-28-04

OFFICIAL SEAL
JUDY ANN RIGHTER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/28/04

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STATE OF CALIFORNIA)
)ss.
COUNTY OF San Francisco

On this 16 day of May, 2003, before me,
Cathryn Williams, a notary public in and for said state, personally
appeared Michael B. Jameson, personally known to me (or proved to me on
the basis of satisfactory evidence) to be the person(s) whose name(s) is/~~are~~ subscribed to the
within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized
capacity(~~ies~~), and that by his/~~her~~ signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s), acted, executed the instrument.

WITNESS my hand and official seal.

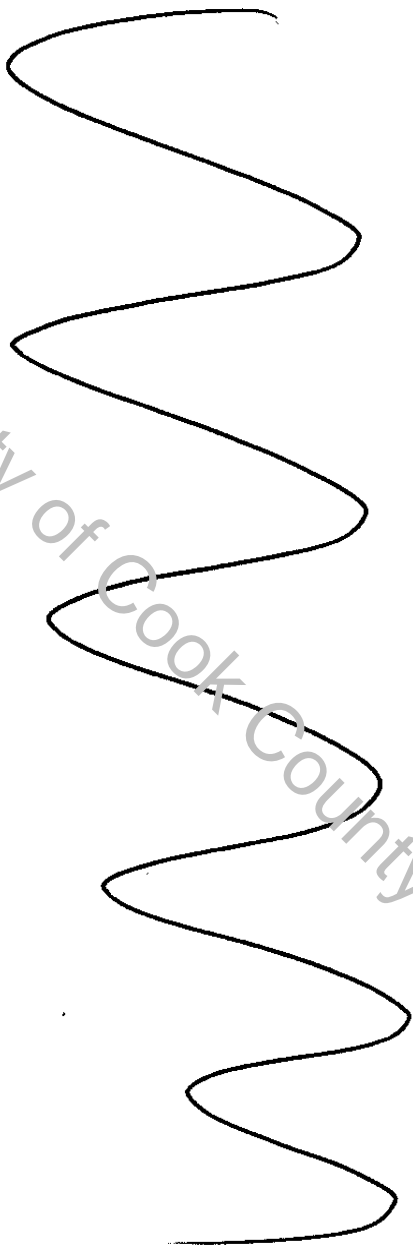


Cathryn Williams
Notary Public
State of California

My Commission Expires: 2/20/04

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EXHIBIT A Property Description



Property of Cook County Clerk's Office

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CHICAGO TITLE INSURANCE COMPANY

NORTHFIELD

LOAN POLICY (1992) SCHEDULE A (CONTINUED)

POLICY NO.: 1401 008101710 D2

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

LOT 1 IN LOCK UP NORTHFIELD PLAT OF CONSOLIDATION OF PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

04-13-400-027
C/K/A: 800 FRONTAGE ROAD
NORTHFIELD IL

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.