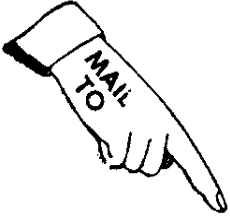


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Eugene "Gene" Moore Fee: \$38.50
Cook County Recorder of Deeds
Date: 08/11/2003 03:38 PM Pg: 1 of 8



Prepared by and after recording
return to:

Moss & Barnett (WAH)
A Professional Association
4800 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402

NNNT 01031334 183
TOMMI

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

(Revision Date 7-22-2002)

For use with Commercial Leases

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is made to be effective as of the 10th day of June, 2003, between NorthMarq Capital, Inc., a Minnesota corporation ("Lender") and TVMAX Illinois, Inc., a Delaware corporation, successor-in-interest to Triax Associates V, L.P., a Colorado limited partnership ("Tenant").

BACKGROUND:

Tenant has entered into a Private Cable Television Agreement with American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated March 1, 1985 and known as Trust Number 63307 ("Landlord") dated February 22, 1989, the predecessor to Woodland Creek Associates, an Illinois limited partnership (the "Lease") and a Memorandum of Private Cable Television Agreement dated as of February 1989 and recorded April 10, 1989 with the Cook County Recorder as Document No. 89154996, relating to the property described in Exhibit "A" attached to this Agreement and by this reference made a part of this Agreement (the "Property"). Lender has made or has committed to make or has purchased a loan to Landlord in the original principal amount of \$28,500,000.00 (the "Loan") secured by a mortgage, deed of trust or security deed (the "Mortgage") covering the Property. Tenant has agreed that the Lease will be subject and subordinate to the Mortgage held by Lender, provided Tenant is assured of continued use of the

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Property under the terms of the Lease.

AGREEMENT:

For and in consideration of the mutual covenants contained in this Agreement, the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, and notwithstanding anything in the Lease to the contrary, the parties agree as follows:

1. **Subordination.** The Lease with all rights, options, liens and charges created by the Lease (except for Tenant's Rights with respect to the private coaxial cable television systems and off-air master antenna television systems (collectively, the "System")) is expressly made and will continue to be subject to and subordinate in all respects to the terms, conditions, lien, operation and effect of the Mortgage and to any renewals, modifications, consolidations, replacements and extensions of the Mortgage.
2. **Nondisturbance.** If Lender takes possession of the Property or becomes the owner of the Property by foreclosure, conveyance in lieu of foreclosure or otherwise, so long as Tenant complies with and performs its obligations under the Lease and no event of default has occurred under the Lease, then Lender and any "Successor Landlord" as defined below shall agree as follows:
 - a. Lender will not terminate, impair or disturb the possession of Tenant.
 - b. The Lease will continue in full force and effect as a direct Lease between Lender and Tenant, upon and subject to all of the terms, covenants and conditions of the Lease, for the balance of the term of the Lease.
3. **Mortgage Remedies.** Nothing contained in this Agreement will prevent Lender from naming Tenant in any foreclosure or other action or proceeding initiated by Lender pursuant to the Mortgage to the extent necessary under applicable law in order for Lender to avail itself of and complete the foreclosure or other remedy.
4. **Attornment.** If Lender or any other party becomes the owner of the Property by foreclosure, conveyance in lieu of foreclosure or otherwise ("Successor Landlord"), then Tenant agrees as follows:
 - a. Tenant will perform and observe its obligations under the Lease.
 - b. Tenant will attorn to and recognize Successor Landlord as the Landlord under the Lease for the remainder of the term of the Lease, such attornment to be automatic and self-operative.
 - c. Tenant will execute and deliver upon request of Successor Landlord an appropriate agreement of attornment to Successor Landlord.

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5. **Protection of Successor Landlord.** Tenant agrees that Successor Landlord will not be liable for, subject to or bound by any of the following:
 - a. claims, offsets or defenses which Tenant might have against Landlord;
 - b. acts or omissions of Landlord;
 - c. rent or additional rent which Tenant might have paid for more than the current month;
 - d. any security deposit or other prepaid charge paid to Landlord;
 - e. construction or completion of any improvements for Tenant's use and occupancy;
 - f. warranties of any nature whatsoever, including any warranties respecting use, compliance with zoning, hazardous wastes or environmental laws, Landlord's title, Landlord's authority, habitability, fitness for purpose or possession; or
 - g. amendments or modifications of the Lease made without its written consent

6. **Successor Landlord Exculpation.** Tenant will look solely to Successor Landlord's interest in the Property for the payment and discharge of any obligation or liability imposed upon Successor Landlord under the Lease.

7. **Personal Property of Tenant.** Lender agrees and acknowledges that the System is the personal property of Tenant and that Lender has no rights in the System. Tenant will repair any and all damage to the Property caused by Tenant's removal of the System in accordance with the terms of the Lease.

8. **Estoppel.** To the best of Tenant's knowledge, there does not exist any default, claim, controversy or dispute under the Lease. Tenant has not commenced any action nor sent or received any notice to terminate the Lease.

9. **Notice to Landlord.** Tenant agrees that it will not seek to terminate the Lease by reason of any default of Landlord without prior written notice thereof to Lender, and the lapse thereafter of such time as under the Lease was offered to Landlord in which to remedy the default.

10. **Assignment to Lender.** Subject to the terms of the Lease, Tenant acknowledges that the Landlord may execute and deliver to Lender an assignment of the Lease as security for the Loan and Lender may assign the Loan to Freddie Mac. Tenant expressly consents to such assignments.

11. **Invalidity.** If any portion of this Agreement is held invalid or inoperative, then all of the remaining portions will remain in full force and effect, and, so far as is reasonable and possible, effect will be given to the intent manifested by the portion or portions held to be invalid or inoperative.

12. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State where the Property is located.

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13. Notices.

- (a) All notices, demands and other communications ("Notices") under or concerning this Agreement must be in writing. Each Notice shall be addressed to the intended recipient at its address set forth in this Agreement, and will be deemed given on the earliest to occur of (1) the date when the Notice is received by the addressee; (2) the first Business Day after the Notice is delivered to a recognized overnight courier service, with arrangements made for payment of charges for next Business Day delivery; or (3) the third Business Day after the Notice is deposited in the United States mail with postage prepaid, certified mail, return receipt requested. The term "Business Day" means any day other than a Saturday, a Sunday or any other day on which Lender is not open for business.
- (b) Any party to this Agreement may change the address to which Notices intended for it are to be directed by means of Notice given to the other party in accordance with this Section. Each party agrees that it will not refuse or reject delivery of any Notice given in accordance with this Section, that it will acknowledge, in writing, the receipt of any Notice upon request by the other party and that any Notice rejected or refused by it will be deemed for purposes of this Section to have been received by the rejecting party on the date so refused or rejected, as conclusively established by the records of the U.S. Postal Service or the courier service.

Any Notice, if given to Lender, must be addressed as follows:

NorthMarq Capital, Inc.
3500 West 80th Street, Suite 500
Bloomington, MN 55431
Attn: Director of Servicing

Any Notice, if given to Tenant, must be addressed as follows:

TVMAX Illinois, Inc.
1441 Branding Lane, Suite 110
Downers Grove, IL 60515
Attn: General Manager

With a copy to:

TVMAX
1111 Mockingbird Lane, Suite 1000
Dallas, TX 75247
Attn: General Counsel

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14. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, legal representatives, successors, successors-in-title and assigns.
15. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which when taken together will constitute one and the same instrument.

[The remainder of this page intentionally left blank; signature page follows.]

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TENANT:

TVMAX Illinois, Inc., a Delaware corporation,
successor-in-interest to
Triax Associates V, L.P.,
a Colorado limited partnership

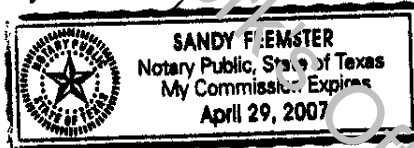
By: Carol A. Grissom

Name: Carol A. Grissom
Title: Vice President and General Counsel

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

The following instrument was acknowledged before me this 28th day of May, 2003,
by Carol A. Grissom, the Vice President and General Counsel of TVMAX Illinois, Inc., a
Delaware corporation, successor-in-interest to Triax Associates V, L.P., a Colorado limited
partnership, on behalf of the corporation.

Sandy Fremster
Notary Public



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EXHIBIT "A" LEGAL DESCRIPTION

PARCEL 1:

That part of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 23, Township 42 North, Range 11, East of the Third Principal Meridian, lying South of the South line of the North 20 acres thereof, lying North of the North line of the South 20 acres thereof, and lying East of a line 50 feet East of and parallel with the West line of said Northwest $\frac{1}{4}$ of Section 23 aforesaid, in Cook County, Illinois.

PARCEL 2:

Easement for the benefit of Parcel 1, as created by declaration of mutual and reciprocal easements, covenants and restrictions dated December 1, 1985 and filed December 30, 1985 as document number LR3486819 by and between Drovers Bank of Chicago, as Trustee under Trust Agreement dated March 1, 1980 and known as Trust Number 80043, and American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated March 1, 1985 and known as Trust Number 63307, for right of way for pedestrian and vehicular traffic, parking, maintenance, repair, or replacement of utility services and for use of recreational facilities, in Cook County, Illinois, as amended by First Amendment to Declaration of Mutual and Reciprocal Easements, Covenants and Restrictions dated June 10th, 2003 and recorded June 11th, 2003 in Cook County, Illinois, as document number 0316218064 by and between Woodland Creek Associates and Woodland Creek Associates II.

TIN: 03-23-100-003

Address: 333 Wood Creek Rd, Wheeling, IL