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This instrument was prepared by and after recording return to:

Deborah McGovern
New York Life Investment
Management, LLC
51 Madison Avenue – Room 1104
New York, New York 10010



Doc#: 0522319120
Eugene "Gene" Moore Fee: \$42.50
Cook County Recorder of Deeds
Date: 08/11/2005 04:27 PM Pg: 1 of 10

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the 11th day of July 2005, by and among **DEERFIELD & COMPANY LLC**, a Delaware limited liability company ("Tenant") and **NEW YORK LIFE INSURANCE COMPANY**, a New York mutual insurance company ("Lender"), whose principal address is 51 Madison Avenue, New York, New York 10010, and **PRENTISS PROPERTIES ACQUISITION PARTNERS, L.P.**, a Delaware limited partnership ("Borrower").

RECITALS:

A. Lender has made a mortgage loan (the "Loan") to Borrower in the amount of \$42,250,000 to be secured by, among other things, a mortgage (the "Mortgage") on the real property legally described in Exhibit "A" attached hereto (the "Premises");

B. Tenant is the present lessee under a lease dated July 11, 2005 made by Borrower, as landlord under the lease, (hereinafter, "Landlord"), demising a portion of the Premises (said lease and all amendments now or hereafter executed with respect thereto being referred to as the "Lease");

C. 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

D. In return, Lender is agreeable to not disturbing Tenant's possession of the portion of the Premises covered by the Lease (the "Demised Premises"), so long as Tenant is not in default under the Lease.

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

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AGREEMENTS:

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 and to any modification, reinstatement, extension, renewal, supplement, consolidation or replacement thereof as well as any advances or re-advances with interest thereon and to any other mortgages or deeds of trust on the Premises which may hereafter be held by Lender.
2. Tenant Not to Be Disturbed. In the event it should become necessary to foreclose the Mortgage or Lender should otherwise come into possession of title to the Premises, Lender will not join Tenant in summary or foreclosure proceedings unless required by law in order to obtain jurisdiction, but in such event no judgment foreclosing the Lease will be sought, and Lender will not disturb the use and occupancy of Tenant under the Lease so long as Tenant is not in default under any of the terms, covenants or conditions of the Lease and has not prepaid the rent except monthly in advance as provided by the terms of the Lease and except for estimates of Tenant's share of Operating Costs.
3. Tenant to Atorn to Lender. Tenant agrees that in the event of a foreclosure of the Mortgage or upon a transfer of the Premises pursuant to a deed in lieu of foreclosure, it will atorn to the purchaser (including Lender) as the landlord under the Lease. The purchaser by virtue of such foreclosure or deed in lieu of foreclosure shall be deemed to have assumed and agreed to be bound, as substitute landlord, by the terms and conditions of the Lease until the resale or other disposition of its interest by such purchaser, except that such assumption shall not be deemed of itself an acknowledgment by such purchaser of the validity of any then existing claims of Tenant against any prior landlord (including Landlord). All rights and obligations under the Lease shall continue as though such foreclosure proceedings had not been brought, except as aforesaid. Tenant agrees to execute and deliver to any such purchaser such further assurance and other documents, including a new lease upon the same terms and conditions of the Lease, confirming the foregoing as such purchaser may reasonably request. Tenant waives the provisions (i) contained in the Lease or any other agreement relating thereto and (ii) of any statute or rule of law now or hereafter in effect which may give or purport to give it any right or election to terminate or otherwise adversely affect the Lease and the obligations of Tenant thereunder by reason of any foreclosure proceeding.
4. Limitations. Notwithstanding the foregoing, neither Lender nor such other purchaser shall in any event be:
 - (a) liable for any act or omission of any prior landlord (including Landlord);
 - (b) obligated to cure any defaults of any prior landlord (including Landlord) which occurred prior to the time that Lender or such other purchaser succeeded to the interest of such prior landlord under the Lease; provided, however, if such defaults are on-going and continue after Lender has accepted title to the Premises and has received notice of such defaults, then Lender shall be responsible for curing the portion of the default which continues after the date Lender or such other purchaser succeeded to the interest of such prior landlord under the Lease;

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- (c) subject to any offsets or defenses which Tenant may be entitled to assert against any prior landlord (including Landlord); provided, however, to the extent such right of offset or defense arises from a default which is on-going and continues after Lender has accepted title to the Premises and has received notice of such default, then Lender shall be subject to any offsets or defenses which Tenant may be entitled to assert in connection with the portion of the default which continues after the date Lender or such other purchaser succeeded to the interest of such prior landlord under the Lease;
- (d) bound by any payment of rent or additional rent by Tenant to any prior landlord (including Landlord) for more than one month in advance except for estimates for Tenant's share of Operating Costs; and
- (e) bound by any amendment or modification of the Lease made without the written consent of Lender or such other purchaser which consent shall not be unreasonably withheld or delayed.

5. Acknowledgment of Assignment of Lease and Rent. Tenant acknowledges that it has notice that the Lease and the rent and all other sums due thereunder have been assigned or are to be assigned to Lender as security for the Loan secured by the Mortgage. In the event that Lender notifies Tenant of a default under the Mortgage and demands that Tenant pay its rent and all other sums due under the Lease to Lender, Tenant agrees that it will honor such demand and pay its rent and all other sums due under the Lease directly to Lender or as otherwise required pursuant to such notice. By its execution hereof, Borrower expressly consents to the foregoing and hereby releases Tenant from liability for complying with this Section 5 to the extent Tenant has made the required payments to Lender.

6. Limited Liability. Tenant acknowledges that in all events, the liability of Lender and any purchaser shall be limited and restricted to their interest in the Premises and shall in no event exceed such interest.

7. Lender's Right to Notice of Default and Option to Cure. Tenant will send to Lender a copy of any written notice sent by Tenant to Landlord of any default by Landlord under the Lease, by nationally-recognized air express courier and addressed as follows (or to such other address as may be specified from time to time by Lender to Tenant):

To Lender: New York Life Insurance Company
 51 Madison Avenue
 New York, New York 10016
 Loan No.: L372-3391-3382

Upon such notice, Lender shall be permitted and shall have the option, in its sole and absolute discretion, to cure any such default during the period of time during which the Landlord would be permitted to cure such default, but in any event Lender shall have a period of thirty (30) days after the receipt of such notification to cure such default; provided, however, that in the event

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Lender is unable to cure the default by exercise of reasonable diligence within such 30-day period and provided Lender has diligently commenced and is diligently pursuing a cure, Lender shall have such additional period of time as may be reasonably required to remedy such default not to exceed one hundred eighty (180) days after the receipt of such notification of such default.

8. Successors and Assigns. The provisions of this Agreement are binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereof.

9. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

10. Governing Law. This Agreement shall be construed and enforced according to the law of the state in which the Premises are located, other than such law with respect to conflicts of law.

[SIGNATURE PAGES TO FOLLOW]

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

TENANT:

DEERFIELD & COMPANY LLC, an Illinois limited liability company

By: _____ Gregory Sachs CEO
 Name: _____ Gregory Sachs
 Title: _____

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
) SS:
 COUNTY OF COOK)

I, Sharon Tse, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Gregory Sachs, as managing member of Deerfield & Company LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to this Agreement, appeared before me this day in person and acknowledged to me that he/she, being thereunto duly authorized, signed and delivered said Agreement as the free and voluntary act of said limited liability company and as his/her own free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 11 day of July, 2005.

 Sharon Tse
 Notary Public

My Commission Expires:

10/1/05



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LENDER:

NEW YORK LIFE INSURANCE COMPANY,
a New York mutual insurance company

By: [Signature]
Name: ROGER BRAXTON
Title: ASSISTANT VICE PRESIDENT

am
Br

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) SS:
)

I, Alice M. Hoyte, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Roger Braxton, personally known to me to be the Assistant V. P. of New York Life Insurance Company, a New York mutual insurance company, whose name is subscribed to this Agreement, appeared before me this day in person and severally acknowledged that as such Assistant V.P. he/she signed and delivered said Agreement as Assistant V.P. of said company as his/her free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18 day of July, 2005.

[Signature]
Notary Public

My Commission Expires:

ALICE M. HOYTE
Notary Public, State of New York
No. 01HO6018514
Qualified in Bronx County
Commission Expires Jan. 11, 2007

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The terms of the above Agreement are hereby consented, agreed to and acknowledged.

BORROWER:

PRENTISS PROPERTIES ACQUISITION PARTNERS, L.P., a Delaware limited partnership

By: **Prentiss Properties I, Inc.**, general partner

By: *[Signature]*
Name: **MICHAEL E. SCHACK**
Title: **Vice President**

By: *[Signature]*
Name: **L.J. KOWALSKI**
Title: **VP**

Property of COOK COUNTY Notary Office

STATE OF ILLINOIS)

COUNTY OF COOK)

SS:

I, Patricia B. Indelli, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Michael E. Schack and Lawrence J. Kowalski, personally known to me to be the Vice President and Executive Vice Pres. of Prentiss Properties I, Inc., which is the general partner of Prentiss Properties Acquisition Partners, L.P., a Delaware limited partnership ("Partnership"), whose names ^{are} subscribed to this Agreement, appeared before me this day in person and severally acknowledged that as such Vice President and Executive Vice Pres. ~~he~~ signed and delivered said Agreement as officers of said corporation, acting in its capacity as the general partner of said Partnership, as ~~his~~ ^{their} free and voluntary act and as the free and voluntary act and deed of said corporation, acting in its capacity as the general partner of said Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 13th day of July, 2005.

Patricia B. Indelli
Notary Public

My Commission Expires:

8/18/08



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EXHIBIT A

THE LAND

PARCEL 1:

THAT PART OF LOT 7 IN GERHART HUEHL ESTATE DIVISION IN SECTION 3, TOWNSHIP 40 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AND SECTION 34, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF LOT 7 WHICH IS 34.20 FEET DUE WEST OF THE NORTHEAST CORNER OF SAID LOT 7, SAID POINT OF BEGINNING ON THE WESTERLY RIGHT OF WAY LINE OF DES PLAINES RIVER ROAD; THENCE SOUTH 15 DEGREES 09 MINUTES 55 SECONDS EAST ALONG THE WESTERLY LINE OF THE EASTERLY 33 FEET OF SAID LOT 7 AND THE WESTERLY LINE OF SAID HIGHWAY, A DISTANCE OF 464.98 FEET; THENCE DUE WEST ALONG A LINE WHICH IS PARALLEL TO THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 580.72 FEET; THENCE DUE NORTH ALONG A LINE WHICH IS PERPENDICULAR TO THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 448.79 FEET TO A POINT ON THE NORTH LINE OF LOT 7 WHICH IS 493.28 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 7; THENCE DUE EAST ALONG THE NORTH LINE OF LOT 7, A DISTANCE OF 459.08 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY STORM SEWER AND STORM WATER DRAINAGE EASEMENT MADE BY AND BETWEEN MICHAEL SCHIESSLE.

AS SUCCESSOR TRUSTEE UNDER A TRUST AGREEMENT DATED MAY 25, 1942 AND KNOWN AS TRUST NUMBER 101 AND LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 29, 1984 AND KNOWN AS TRUST NUMBER 107931, DATED MAY 29, 1984 AND RECORDED JULY 9, 1984 AS DOCUMENT NUMBER 27164869 ON, OVER, ACROSS, UPON AND UNDER THE FOLLOWING DESCRIBED PREMISES:

THAT PART OF LOT 7 IN GERHART HUEHL ESTATE DIVISION IN SECTION 3, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AND SECTION 34, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS STRIP OF LAND 15 FEET IN WIDTH BEING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

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COMMENCING AT A POINT IN THE NORTH LINE OF SAID LOT 7 WHICH IS 485.78 FEET WEST OF THE NORTHWEST CORNER OF SAID LOT 7, THENCE SOUTH ALONG A LINE WHICH IS PERPENDICULAR TO THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 448.79 FEET FOR A POINT OF BEGINNING OF THE CENTERLINE OF SAID LOT 15 FOOT STRIP, CONTINUING THENCE SOUTH ALONG LAST DESCRIBED LINE EXTENDED A DISTANCE OF 147.84 FEET TO A LINE OF HIGGINS ROAD (STATE ROUTE 72) AS WIDENED PER DOCUMENT 11056708 (THE EAST AND SOUTHWESTERLY LINES OF SAID 15 FOOT STRIP TO INTERSECT AT THE NORTHERLY LINE OF HIGGINS ROAD); THENCE NORTHWESTERLY ALONG SAID CENTERLINE, BEING A CURVED LINE CONCENTRIC TO AND 7.50 FEET NORTHEASTERLY OF THE NORTHEASTERLY LINE OF HIGGINS ROAD AS WIDENED, BEING CONVEX TO THE NORTHEAST WITH A RADIUS OF 6,423.76 FEET, A DISTANCE OF 298.57 FEET TO A POINT, SAID POINT BEING THE TERMINAL POINT OF SAID 15 FOOT EASEMENT, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY SANITARY SEWER EASEMENT MADE BY AND BETWEEN MICHAEL SCHIESSLE, AS SUCCESSOR TRUSTEE UNDER TRUST AGREEMENT DATED MAY 25, 1942 AND KNOWN AS TRUST NUMBER 101, AND LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 29, 1984 AND KNOWN AS TRUST NUMBER 107931, DATED MAY 29, 1984 AND RECORDED JULY 9, 1984 AS DOCUMENT NUMBER 21764870 IN AND UNDER THE FOLLOWING DESCRIBED PREMISES:

THAT PART OF THE WESTERLY 15 FEET OF THE EASTERLY 48 FEET OF LOT 7 IN GERHART HUEHL ESTATE DIVISION IN SECTION 3, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AND SECTION 34, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF LOT 7 WHICH IS 34.20 FEET DUE WEST OF THE NORTHEAST CORNER OF SAID LOT 7, SAID POINT OF BEGINNING BEING ON THE WESTERLY RIGHT OF WAY LINE OF DES PLAINES RIVER ROAD; THENCE SOUTH 15 DEGREES, 09 MINUTES, 55 SECONDS, EAST ALONG THE WESTERLY LINE OF THE EASTERLY 33 FEET OF SAID LOT 7 AND THE WESTERLY LINE OF SAID HIGHWAY, A DISTANCE OF 915.50 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO LAST DESCRIBED LINE, 15 FEET TO A POINT 48 FEET SOUTHWESTERLY OF THE EASTERLY LINE OF LOT 7; THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF THE EASTERLY 48 FEET OF SAID LOT 7, A DISTANCE OF 919.55 FEET TO THE NORTH LINE OF SAID LOT 7; THENCE EAST ALONG THE NORTH LINE OF LOT 7, A DISTANCE OF 15.54 FEET TO THE POINT OF BEGINNING (EXCEPT FROM SAID 15 FOOT STRIP THAT PART THEREOF LYING NORTH OF A LINE THAT IS 448.79 FEET SOUTH OF AND PARALLEL TO THE NORTH

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LINE OF SAID LOT 7, MEASURED AT RIGHT ANGLES TO SAID NORTH LINE, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 CREATED PURSUANT TO RECIPROCAL ACCESS EASEMENT AGREEMENT MADE NOVEMBER 21, 1989, BY AND AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER A TRUST AGREEMENT DATED MAY 9, 1988, AND KNOWN AS TRUST NUMBER 105357-06, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER A TRUST AGREEMENT DATED SEPTEMBER 1, 1988, AND KNOWN AS TRUST NUMBER 104827-01, AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER A TRUST AGREEMENT DATED SEPTEMBER 14, 1988, AND KNOWN AS TRUST NUMBER 104828-00, RECORDED ON NOVEMBER 29, 1989 AS DOCUMENT NUMBER 89569914.

Office of Cook County Clerk's Office