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LEASE RECOGNITION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

THIS LEASE RECOGNITION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT (the "Agreement"), is made and entered into as of the 16th day of March, 2006, by and between The Benenson March 1985 Trust and ONTARIO CITY CENTRE, LIMITED LIABILITY COMPANY, a limited liability company organized under the laws of the State of Delaware with principal offices at 180 North Wacker Drive, Chicago, Illinois 60606 ("Lessor") and Fifth Third Bank, a Michigan banking corporation ("Lessee").

Recitals

A. Ground Lessor, the fee owner of the improved real estate located on Ontario Street between Rush and Wabash Streets in Chicago, Illinois and legally described in attached Exhibit A (the "Property"), and Lessor have entered into a certain ground lease dated July 11, 1994 (the "Ground Lease") with respect to the Property.

B. Lessor and Lessee have entered into that certain lease dated January ____, 2006 (the "Lease") with respect to approximately 4,158 square feet of floor area in the building located on the Property (the "Premises").

C. Both Lessor and Lessee have required as a condition of their execution of the Ground Lease and Lease, respectively, that the Ground Lessor execute this Agreement.

Agreements

NOW THEREFORE, in consideration of the recitals, covenants, agreements and terms of conditions herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Consent.** Ground Lessor hereby consents to the execution and delivery of the Lease and any sublease, assignment or other transfer or conveyance of all or any part of Lessee's interest in said Lease regardless of when same shall occur. Upon written request of Lessee, Ground Lessor shall execute and deliver separate consents with respect to any such sublet, assignment or other transfer or conveyance.

2. **Non-Disturbance.** (a) On the condition that (i) the Ground Lease or Lessor's right to possession of the Premises shall have been terminated other than by reason of fire or other casualty or condemnation, (ii) the term of the Lease shall have commenced or Lessee shall have commenced Tenant's Work in the Premises pursuant to Section 4.2 of the Lease, and (iii) Lessee is not in default of any of its obligations under the Lease (after expiration of any applicable notice and cure period), Ground Lessor agrees that, notwithstanding any provisions of the Ground Lease to the contrary, (A) the use, enjoyment and quiet possession of the Premises by Lessee its sublessees, assignees or transferees and their rights and privileges under the Lease and their respective subleases (including, without limitation, any renewal or continuation thereof)



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Doc#: 0608734098 Fee: \$70.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
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shall not be diminished, disturbed or interfered with by Ground Lessor upon the Ground Lessor's exercise of rights under the Ground Lease or otherwise, except that Ground Lessor or its successors, as the case may be, shall not (1) be obligated to prepare the Premises for occupancy or perform any work thereat (other than any obligation to perform work which may be required to be performed under the Lease which obligation first arises after Lessee's attornment to Ground Lessor or its successors in interest); or (2) be obligated to repair, replace, rebuild or restore the Premises or the Building in which the Premises are located pursuant to Article 14 of the Lease in the event of damage or destruction beyond such repairs, replacement, rebuilding or restoration as can be reasonably accomplished from the net proceeds of insurance actually received by or made available to Ground Lessor; or (3) be liable for any previous act or omission by Lessor or its successors, under the Lease; (B) the Lease and the rights of the Lessee thereunder shall remain in full force and effect and shall survive any exercise of remedies by Ground Lessor or its mortgagees (of either the Ground Lease or fee title to the Property), including, without limitation, the foreclosure and sale of Lessor's interest in the Property and the delivery of a deed in lieu of foreclosure; and (C) the Ground Lessor shall at all times recognize the Lease and the Lessee's rights thereunder and any assignment, transfer or conveyance by Lessee and the rights of said assignee or transferee thereunder and will thereby establish direct privity of estate and contract between Ground Lessor and Lessee and its assigns or transferees under each assignment, transfer or conveyance with the same force and effect as though same was originally made from Ground Lessor in favor of the Lessee or said assignee or transferee of Lessee, except that Ground Lessor or its successors, as the case may be, shall not (I) be obligated to prepare the Premises for occupancy or perform any work thereof (other than any obligation to perform work which may be required to be performed under the Lease which obligation first arises after Lessee's attornment to Ground Lessor or its successors in interest), or (II) be obligated to repair, replace, rebuild or restore the Premises or the Building in which the Premises are located pursuant to Article 14 of the Lease in the event of damage or destruction beyond such repairs, replacement, rebuilding or restoration as can be reasonably be accomplished from the net proceeds of insurance actually received by or made available to Ground Lessor; or (III) be liable for any previous act or omission by Lessor, or its successors, under the Lease. Notwithstanding anything contained herein to the contrary, Lessee shall retain all rights of offset and other remedies under the Lease with respect to any claims first arising after Lessee's attornment to Ground Lessor or its successors in interest.

(b) On the condition that (i) the term of the Lease shall have commenced or Lessee shall have commenced Tenant's Work in the Premises pursuant to Section 4.2 of the Lease, and (ii) Lessee is not in default of any of its obligations under the Lease (after expiration of any applicable notice and cure period), Ground Lessor agrees that, notwithstanding any provisions in the Ground Lease to the contrary, the Lessee shall not be joined as a party defendant in any deed of trust, foreclosure or forcible entry and detainer action commenced by Ground Lessor or its mortgagees unless the Lessee is itself in default (after the expiration of any applicable notice and cure period) or unless required by applicable law.

3. **Attornment.** In the event that (i) the Ground Lease or Lessor's right to possession of the Premises shall have been terminated other than by reason of fire or other casualty or condemnation and (ii) the term of the Lease shall have commenced or Tenant shall have commenced Tenant's Work at the Premises pursuant to Section 4.2 of the Lease, then

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Lessee agrees to attorn to Ground Lessor, or its successor in interest and recognize Ground Lessor, or such successor, as its lessor under the Lease and, upon such attornment, the Lease shall continue in full force and effect as a direct lease between Lessee and Ground Lessor or such successor, upon all the then executory terms, covenants and conditions of the Lease, except that Ground Lessor, or its successors, as the case may be, shall not (A) be obligated to prepare the Premises for occupancy or perform any work thereat (other than any obligation to perform work which may be required to be performed under the Lease which obligation first arises after Lessee's attornment to Ground Lessor or its successors); or (B) be obligated to repair, replace, rebuild or restore the Premises or the building in which the Premises are located pursuant to Article 4.2 of the Lease in the event of damage or destruction beyond such repairs, replacements, rebuilding or restoration as can be reasonably be accomplished from the net proceeds of insurance actually received by, or made available to, Ground Lessor; or (C) be liable for any previous act or omission by Lessor, or its successors, under the Lease and Ground Lessor agrees to accept such attornment if either the term of the Lease shall have commenced or Lessee shall have commenced work in the Premises pursuant to Section 4.2 of the Lease and Lessee is not in default of any of its obligations under the Lease (after expiration of any applicable notice and cure period). The terms "Lessor" and "Lessee" as used herein are deemed to read "Landlord" and "Tenant", respectively, by reason of the designation of such parties in the Lease.

4. **Transfers.** In the event that Ground Lessor (or any of its nominees) shall succeed to the interests of the Lessor under the Lease, the Ground Lessor agrees that any sale, lease or transfer of the Premises or the Property to any person or entity shall be made subject to the Lease, the terms of this Agreement and the rights of the Lessee thereunder and hereunder.

5. **Estoppel Certificates.** (a) Ground Lessor agrees that from time to time within ten (10) business days after written request received from Lessee, but not more frequently than twice in any 12-month period, it will deliver to the Lessee or to a party designated by the Lessee a statement in writing signed by Ground Lessor certifying (i) that the Ground Lease is unmodified and in full force and effect (or if there have been modifications, that the Ground Lease as modified is in full force and effect and identifying the modifications); (ii) the date upon which Lessor began paying rent and the dates to which rent and other charges have been paid; (iii) that the Lessor is not in default under any provision of the Lease or, if in default, the nature thereof in detail; and (iv) such other matters as may be reasonably requested by the Lessee.

(b) Lessee agrees that from time to time within ~~thirty~~ ^{by (11c) SM} thirty (30) days after written request from Ground Lessor, but no more frequently than twice in any 12-month period, it will deliver to the Ground Lessor or to a party designated by Ground Lessor a statement in writing signed by Lessee certifying (i) that the Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease as modified is in full force and effect and identifying the modifications); (ii) the date upon which the Lessee began paying rent and the dates to which rent and other charges have been paid; (iii) that the Lessor is not in default under any provision of the lease or, if in default, the nature thereof in detail; and (iv) such other matters as may be reasonably requested by the Ground Lessor.

6. **Consideration.** Ground Lessor acknowledges that this Agreement has been executed and delivered for valuable consideration, the receipt of which is hereby acknowledged

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and Ground Lessor waives all right to claim otherwise.

7. **Liability.** Is specifically understood and agreed that any liability or obligation imposed upon the Ground Lessor under or with respect to this Agreement (or in the event Lessee attorns to Ground Lessor as herein provided, under or, with respect to the Lease) shall not constitute the personal liability of the Ground Lessor or the trustees, officers, shareholders, directors or partners of the Ground Lessor and shall not create or involve any claim against, or any personal liability on the part of, any of them, and that if any such liability or obligation at any time exists, the Lessee and/or all creditors of the Lessee shall look solely to: (a) Ground Lessor's interest in the Property; (b) the proceeds of sale received upon execution of any judgment and levy thereon against the right, title and interest of Ground Lessor in the Property; (c) the rents or other income from the Property receivable by Ground Lessor after the date of entry of any judgment against the right, title or interest of Ground Lessor or the Property; (d) the net consideration received by Ground Lessor from the sale or other disposition of all or any part of Ground Lessor's right, title and interest in the Property after the date of entry of any judgment against the right, title or interest of Ground Lessor or the Property; (e) any condemnation awards or insurance proceeds receivable by Ground Lessor after the date of entry of any judgment against the right, title or interest of Ground Lessor or the Property; and/or (f) any amounts due or to become due from Lessee under the Lease and which may be paid or satisfied by right of offset with respect to claims first arising after Lessee's attornment to Ground Lessor or its successors in interest as provided in the Lease; and shall not seek recourse against the Ground Lessor or such trustees, officers, shareholders, directors or partners, or any of them, or any of their personal assets, for such satisfaction.

8. **Miscellaneous.** The rights and obligations of the parties hereunder shall be binding and inure to the benefit of their respective successors and assigns. No waiver modification or amendment or any of the terms and conditions set forth herein shall be effective unless set forth in a writing signed by the party against whom enforcement of the change, waiver or amendment is sought. If one or more of the covenants or agreements provided for in this Agreement should be contrary to any Express provision of law or contrary to the policy of express law, but not expressly prohibited, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements and shall in no way effect the validity of the Agreement or the effect of any remaining covenant or agreement. Any notice, report, demand, waiver consent or other communications required or permitted hereunder or under any modification or amendment hereto, shall be in writing and shall be deemed effective when sent by prepaid registered or certified mail, return receipt requested addressed to the parties at the address set forth herein. At the request of any party hereto, the other parties agree to execute and deliver any and all other and further instruments and documents necessary or appropriate to effectuate the purposes hereof. This Agreement shall be governed and construed under the laws of the State of Illinois.

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STATE OF ILLINOIS)
)
) SS.
COUNTY OF COOK)

I, Kathryn Caplis, a Notary Public, in and for the State of ILLINOIS, DO HEREBY CERTIFY that KEITH BANK, the MANAGING MEMBER of ONTARIO CITY CENTRE LIMITED LIABILITY COMPANY, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such KEITH BANK appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of ONTARIO CITY CENTRE LIMITED LIABILITY COMPANY for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21st day of February, 2007

Kathryn Caplis

My Commission Expires:

10-1-07

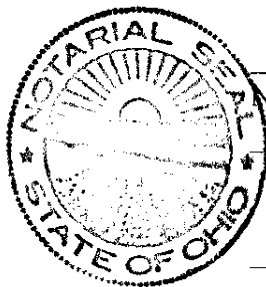


(printed name)

STATE OF Ohio)
)
) SS.
COUNTY OF Hamilton)

I, Amie Lee Gum, a Notary Public, in and for the State of Ohio, DO HEREBY CERTIFY that William J. Moran the Se. Vice President of Fifth Third Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such William J. Moran appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of Fifth Third Bank for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19th day of January, 2007



Amie Lee Gum

Notary Public in and for the State of Ohio

My Commission Expires:

Nov. 6, 2010

AMIE LEE GUM
Notary Public - State of Ohio
My Commission Expires Nov 6 2010

(printed name)

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UNIFORM FORM CERTIFICATE OF ACKNOWLEDGMENT (Within New York State)

State of New York)
 :ss.:
County of New York)

On the 16th day of March, in the year 2006, before me, the undersigned, personally appeared Sidney A. Migdon, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Josephine E. Spillane (RAGUSA)
(Signature and Office of individual taking acknowledgment)

JOSEPHINE E. SPILLANE (RAGUSA)
Notary Public, State of New York
No. 01SP6115422
Qualified in Nassau County
Commission Expires September 7, 2008

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EXHIBIT A

Legal Description of the Building

THE SOUTH 1/2 AND THE SOUTH 40 FEET OF THE NORTH WEST 1/4 OF BLOCK 35 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

50 EAST ONTARIO, CHICAGO IL

17-10-112-010

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Property of Cook County Clerk's Office