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Cook County Recorder of Deeds  
Date: 11/27/2006 09:23 AM Pg: 1 of 9

## SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

Property of Cook County Clerk's Office

This instrument was prepared by  
and after recording please return to:  
Winstead  
5400 Renaissance Tower  
1201 Elm Street  
Dallas, TX 75270  
Attn: Chris Nixon



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## SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Nondisturbance and Attornment Agreement (the "Agreement") is made and entered into by and among CWCapital LLC, whose mailing address is One Charles Place 63 Kendrick St., Needham, MA ("Lender"), T-Mobile Central LLC successor in interest to Cook Inlet/ VoiceStream Operating Company, LLC, whose mailing address is 12920 SE 38<sup>th</sup> Street, Bellevue, WA 98006, Attn. National Retail Lease Administrator ("Tenant"), and Continental Towers Associates-I, LP, whose mailing address is c/o Prime Group Realty 77 W. Wacker Dr., Suite 3900 Chicago, IL 60601 ("Landlord")

### RECITALS

A. Landlord owns certain real property in Illinois, Cook County, which is described in Exhibit "A" attached hereto and incorporated herein, together with all improvements thereon which is commonly known as Continental Towers, located at 1701 W Golf Rd, Rolling Meadows, IL (collectively, the "Project");

B. Pursuant to the terms of a Lease dated October 31, 2000 (the "Lease"), Landlord has leased a portion of the Project, designated as space on the roof and within the building and more particularly described in the Lease (the "Leased Premises") to Tenant;

C. Landlord has requested a loan from Lender (the "Loan") to be secured by a mortgage or deed of trust upon the Project (the "Mortgage") and further secured by an assignment of rents payable under the Lease and Landlord's rights under the Lease;

D. Lender has required the subordination of Tenant's rights under the Lease and an agreement of attornment by Tenant as a material condition to making the Loan to Landlord; and

NOW, THEREFORE, in consideration of the mutual promises herein described and for other good and valuable consideration, the receipt of which is acknowledged, Landlord, Lender and Tenant agree as follows:

1. **Subordination.** The Lease, Tenant's leasehold estate created thereby and all rights of Tenant under the Lease shall be and are hereby completely and unconditionally subordinated to the lien of the Mortgage and to all the terms, conditions and provisions thereof, as fully, to all intents and purposes, as if the Mortgage had been recorded prior to the execution of the Lease, and the Mortgage shall remain superior to the Lease and to all of Tenant's rights under it regardless of any renewals, extensions, modifications or replacements thereof.

2. **Assignment of Rents.** Tenant acknowledges that in connection with the Loan Landlord shall assign the rents under the Lease to Lender, and Tenant agrees with Landlord and Lender to make all rent and other payments required under the Lease directly to Lender on and after receipt by Tenant of a written notice from Lender that such rents should be paid to Lender. Landlord hereby authorizes Tenant to pay rents to Lender in reliance upon such notice without further inquiry by Tenant or authorization from Landlord. Landlord agrees that Tenant's payment of rent to Lender pursuant to such notice shall discharge the obligation of Tenant to make any payment so made to Landlord.

3. **Nondisturbance.** So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or in the performance of any of the terms, covenants and conditions of the Lease on Tenant's part to be performed, Tenant's possession of the Leased Premises and Tenant's

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rights and privileges under the Lease shall not be diminished or interfered with, and Tenant's occupancy of the Leased Premises shall not be disturbed, by Lender during the term of the Lease and any renewals or extensions which may be effected in accordance with any option granted in the Lease, except in accordance with the Lease terms, as same may be expressly modified by Section 4 hereof.

**4. Liability of Successor Landlord.** Notwithstanding anything in the Lease to the contrary, Lender further agrees that Tenant shall not be named or joined as a party or otherwise in any suit, action or proceeding for the foreclosure of the Mortgage or to enforce any rights under the Mortgage or the obligation secured thereby. Notwithstanding the foregoing, if Tenant is an indispensable party in a foreclosure proceeding with respect to the Mortgage, Lender may so name or join Tenant if such naming or joinder may be accomplished without in any way diminishing or otherwise affecting the rights and privileges granted to, or inuring to the benefit of, Tenant under this Agreement or under the Lease. If Lender takes possession of or title to the Project or if the interests of Landlord under the Lease are acquired by Lender or another person or entity as a result of (a) any proceedings brought for the foreclosure of the Mortgage, (b) a sale pursuant to a trustee's sale, or (c) by deed in lieu or assignment in lieu of foreclosure (each, a "Transfer"), Lender or such person or entity (in any such case, a "Successor Landlord") shall not be:

- (a) liable in damages for any act or omission of any prior landlord, including Landlord, except that, with respect to defaults of Landlord that are continuing on the date (the "Transfer Date") Successor Landlord takes possession of or title to the Project and of which Lender received prior written notice ("Continuing Defaults"), Tenant shall have the rights and remedies under the Lease with respect to damages accruing after the Transfer Date; or
- (b) liable in damages for any security deposit paid to Landlord not actually received by Successor Landlord; or
- (c) subject to any offsets or defenses which Tenant might have against any Landlord, except that Tenant shall have the rights and remedies under the Lease with respect to damages arising from Continuing Defaults that accrue after the Transfer Date; or
- (d) bound by any prepayment of base rent or other additional rent made by Tenant to Landlord on account of periods after the then current month (except as may be expressly permitted under the Lease with regard to estimated additional rent); or
- (e) bound by any amendment or modification of the Lease made without Lender's prior written consent (other than amendments or modifications arising out of Tenant's exercise of any express renewal or other rights or options contained in the Lease).

In the case of any initial improvements or repairs to be performed by Landlord under the Lease ("Landlord's Work") or a failure to pay to Tenant some or all of any improvement allowance, reimbursement, free rent or other contribution ("Tenant Allowance"), if Successor Landlord does not agree, within fifteen (15) days after Tenant's written demand following the effective date of any attornment hereunder, to fund the unpaid portion of the Tenant Allowance according to the terms of the Lease, then Tenant shall have the right either to terminate the Lease by written notice to Successor Landlord or to offset the reasonable costs incurred in doing so (the "Construction Costs"), along with any unpaid portion of the Tenant Allowance to which Tenant is entitled under the Lease, together with interest on the unrecovered Construction Costs at the default interest rate specified in the Lease, against any rental payments thereafter payable, until Tenant shall have so recovered all of such amounts.

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Nothing contained in this paragraph shall be deemed a waiver of any of Tenant's rights and remedies against any prior landlord under the Lease.

5. **Attornment.** In the event of a Transfer, Tenant shall, if Successor Landlord so elects, attorn to Successor Landlord as the landlord under the Lease. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of any of the parties hereto. Tenant agrees, however, to execute and deliver at any time, and from time to time, upon the request of Successor Landlord, any instrument or certificate which, in its sole judgment, Successor Landlord deems to be necessary or appropriate in any such foreclosure proceeding or conveyance in lieu of foreclosure or otherwise to evidence such attornment. Following such attornment, Successor Landlord shall be deemed to have assumed all of Landlord's obligations under the Lease arising thereafter, together with obligations of an ongoing nature such as repair and maintenance, and the nondisturbance provisions of paragraph 3 shall continue to apply.

6. **Notices.** All notices, consents and other communications pursuant to the provisions of this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a reputable commercial overnight carrier that provides a receipt, such as Federal Express or Airborne, and shall be deemed received by the addressee two (2) days after postmarked, or in the case of overnight carrier, one (1) day after deposited with the carrier, and addressed to the respective parties at their respective addresses set forth in the first paragraph of this Agreement or to such other address as shall from time to time have been designated by written notice by such party to the other parties as herein provided.

7. **Right to Cure Lease Defaults.** Tenant shall promptly notify Lender of any default, act or omission of Landlord which would give Tenant the right, immediately or after the lapse of a period of time, to cancel or terminate the Lease or to claim a partial or total eviction (a "Landlord Default"). In the event of a Landlord Default, the Tenant shall not exercise any rights available to it which are prejudicial to Lender's rights: (i) until it has given written notice of such Landlord Default to Lender, and (ii) unless Lender has failed within thirty (30) days after Lender receives such notice, to cure or remedy the Landlord Default (or within such additional period as is reasonably required to correct such default or any period that Lender is diligently proceeding to obtain the legal right to enter the Leased Premises and cure such default; provided that Lender uses reasonable diligence to cure same and that Tenant shall be entitled to exercise any self-help remedies expressly set forth in the Lease during Lender's cure period). Lender shall have no obligation under this paragraph to remedy any Landlord Default.

8. **Governing Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state where the Project is situated. This Agreement may be signed in counterparts.

9. **General.** This Agreement may not be modified except by a written agreement signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, including all Transferees and their respective nominees. Between Lender and Tenant only, this Agreement shall supersede any provisions of the Lease which are in conflict or inconsistent with this Agreement.

10. **Authority.** Each of the undersigned hereby represents and warrants that its signature below is pursuant to proper and presently effective authorization.

11. **Counterparts.** This Agreement may be signed in counterparts, with each counterpart being an original and all together constituting a fully executed binding agreement.

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12. **Effective Date.** This Agreement shall only be binding on Tenant if and when a fully executed copy is provided to Tenant, sent by U.S. Mail registered or certified, return receipt requested or by recognized overnight courier service (in which case it shall be deemed to be delivered on the date of the courier service's proof of delivery), within 45 days after the later of Tenant's execution hereof or the date the Mortgage is recorded.

In Witness Whereof, the parties hereto have caused this instrument to be executed as of the date of their respective acknowledgments to be effective for all purposes the 21<sup>st</sup> day of November 2006.

Lender:

Tenant:

By: \_\_\_\_\_

By: Deborah M. Barrett

Name: \_\_\_\_\_

Name: Deborah M. Barrett  
Director of Development & Operatic

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: 10/18/06

Landlord:

By: Randel S. Waites

Name: \_\_\_\_\_

**Randel S. Waites**

Title: **Senior Vice President Asset Management**

Dated: 10/20/06

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THE STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006  
by \_\_\_\_\_ of \_\_\_\_\_, on its behalf.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

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STATE OF Illinois)

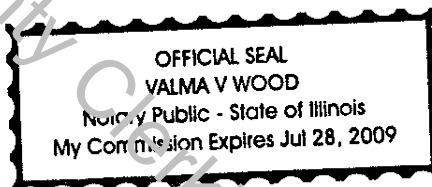
COUNTY OF Cook)

This instrument was acknowledged before me this 18 day of October, 2006  
by Deborah M Barnett Director of DevOps of T-Mobile Central LLC,  
on its behalf.

Val Wood

\_\_\_\_\_  
Notary Public

My Commission Expires: 7-28-09



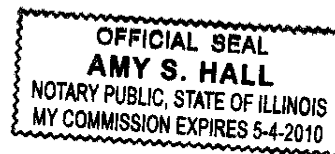
STATE OF Illinois)

COUNTY OF Cook)

This instrument was acknowledged before me this 26<sup>th</sup> day of October, 2006  
by Randel S. Waites of Prime Group Realty Trust on its behalf.

Amy S. Hall  
\_\_\_\_\_  
Notary Public

My Commission Expires: 5/4/10







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## EXHIBIT A

### LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF ROLLING MEADOWS, COUNTY OF COOK, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS:

#### PARCEL 1:

LOTS 1 AND 2 IN CASATI-HEISE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 17 AND PART OF THE NORTHWEST 1/4 OF SECTION 16, BOTH IN TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 27, 1988 AS DOCUMENT NUMBER 88592766, (EXCEPTING THEREFROM THAT PART OF LOT 1 DEDICATED FOR ROADWAY PURPOSES ACCORDING TO PLAT RECORDED DECEMBER 2, 2002, AS DOCUMENT NUMBER 0021325095), IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1 AND 4, AS CREATED AND GRANTED AND SET FORTH IN EASEMENT AGREEMENT DATED AS OF SEPTEMBER 23, 1977 AND RECORDED OCTOBER 10, 1978 AS DOCUMENT NUMBER 24662689 AND AS AMENDED BY AMENDMENT TO EASEMENT AGREEMENT DATED AS OF MAY 15, 1980 AND RECORDED JUNE 10, 1980 AS DOCUMENT NUMBER 25482426 UPON, OVER AND UNDER PORTIONS OF LOTS 1 TO 6, INCLUSIVE, IN HEISE'S SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 23, 1977 AS DOCUMENT 24119807 AND ALSO OVER, UPON AND UNDER PORTIONS OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 17; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID NORTHEAST 1/4 OF SECTION 17, A DISTANCE OF 80.0 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF GOLF ROAD (STATE ROUTE 58), AS DEDICATED AND RECORDED SEPTEMBER 24, 1929 AS DOCUMENT NUMBERS 10488005 AND 10488006; THENCE SOUTH 89 DEGREES, 08 MINUTES WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY OF GOLF ROAD (STATE ROUTE 58), 691.05 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 0 DEGREES, 52 MINUTES EAST, 265.0 FEET; THENCE SOUTH 89 DEGREES, 08 MINUTES WEST PARALLEL, WITH SAID SOUTHERLY RIGHT-OF-WAY OF GOLF ROAD (STATE ROUTE 58), 196.11 FEET; THENCE NORTH 0 DEGREES, 27 MINUTES, 20 SECONDS EAST PARALLEL WITH THE WEST LINE OF SCHWAKE'S SUBDIVISION RECORDED AUGUST 11, 1970 AS DOCUMENT 21235091, NOW VACATED, 265.07 FEET TO SAID SOUTHERLY RIGHT-OF-WAY OF GOLF ROAD (STATE ROUTE 58); THENCE NORTH 89 DEGREES, 08 MINUTES EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY OF GOLF ROAD (STATE ROUTE 58), 190.0 FEET TO THE POINT OF



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BEGINNING, ALL IN COOK COUNTY, ILLINOIS, FOR THE OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION AND REMOVAL OF A WATER SUPPLY LINE, SEWER AND OTHER UTILITIES, IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1 AND 4, AS CREATED AND GRANTED AND SET FORTH IN EASEMENT AGREEMENT DATED AS OF SEPTEMBER 23, 1977 AND RECORDED OCTOBER 10, 1978 AS DOCUMENT NUMBER 24662688 AND AS AMENDED BY AGREEMENT THERETO DATED AS OF NOVEMBER 21, 1979 AND RECORDED DECEMBER 17, 1979 AS DOCUMENT NUMBER 25284791 UPON AND UNDER PORTIONS OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 17; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID NORTHEAST 1/4 OF SECTION 17, A DISTANCE OF 80.0 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF GOLF ROAD (STATE ROUTE 58), AS DEDICATED AND RECORDED SEPTEMBER 24, 1929 AS DOCUMENT NUMBERS 10488005 AND 10488006; THENCE SOUTH 89 DEGREES, 08 MINUTES WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY OF GOLF ROAD (STATE ROUTE 58), 691.05 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 0 DEGREES, 52 MINUTES EAST, 265.0 FEET; THENCE SOUTH 89 DEGREES, 08 MINUTES WEST PARALLEL WITH SAID SOUTHERLY RIGHT-OF-WAY OF GOLF ROAD (STATE ROUTE 58), 196.11 FEET; THENCE NORTH 0 DEGREES, 27 MINUTES, 20 SECONDS EAST, PARALLEL WITH THE WEST LINE OF SCHWAKE'S SUBDIVISION, RECORDED AUGUST 11, 1970 AS DOCUMENT 21235091, NOW VACATED, 265.07 FEET TO SAID SOUTHERLY RIGHT-OF-WAY OF GOLF ROAD (STATE ROUTE 58); THENCE NORTH 89 DEGREES, 08 MINUTES EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY OF GOLF ROAD (STATE ROUTE 58), 190 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, FOR THE OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION AND REMOVAL OF A WATER SUPPLY LINE, SEWER AND OTHER UTILITIES IN COOK COUNTY, ILLINOIS.

## PARCEL 4:

LOT 3 IN CASATI-HEISE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 17 AND PART OF THE NORTHWEST 1/4 OF SECTION 16, BOTH IN TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 27, 1988 AS DOCUMENT NUMBER 88592766, IN COOK COUNTY, ILLINOIS.

Common address: Continental Towers, 1701 Golf Road, Rolling Meadows, Illinois

PINS: 08-16-100-034, 08-16-100-035 and 08-16-100-036