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Cook County Recorder of Deeds
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Prepared By and Return To

Steven D. Graham, Esq.
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St. Louis, MO 63101

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1. **Title of Document:** Subordination, Nondisturbance and Attornment Agreement
2. **Date of Document:** December 28, 2007
3. **Lender:** PNC Bank, National Association
Address: 10851 Mastin
Overland Park, KS 66210
4. **Tenant:** AT&T Services, Inc., a Delaware corporation
Address: 225 W. Randolph St., 13th Floor
Chicago, IL 60606
5. **Legal description:** See Exhibit A attached
6. **Reference(s) to Book(s) and Page(s):** N/A

Box 400 DI-MOR-1K 8336515 3 of 10

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SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is made as of the 18 day December, 2007, by and between PNC Bank, National Association having an address at 10851 Mastin, Overland Park, Kansas, 66210 ("Lender") and AT&T SERVICES, INC., a Delaware corporation, having an address at 225 W. Randolph Street, 13th Floor, Chicago, Illinois, 60606 ("Tenant").

RECITALS:

A. Tenant is the holder of a leasehold estate in all of a portion of the property known as AT&T Services, Inc, located at 225 West Randolph, Chicago, Illinois, as more particularly described on Schedule A (the "Property") under and pursuant to the provisions of a certain lease dated December ____, 2007 between Oakwood Chicago Associates, LLC, Elmwood Chicago Associates, LLC, Landings Chicago Associates, LLC, and Wallkill Chicago Associates, LLC, each a Delaware limited liability company, as landlord (collectively, "Landlord") and Tenant, as tenant (the "Lease");

B. The Property is or is to be encumbered by one or more mortgages, deeds of trust, deeds to secure debt or similar security agreements (collectively, the "Security Instrument") from Landlord, or its successor in interest, in favor of Lender; and

C. Tenant has agreed to subordinate the Lease to the Security Instrument and to the lien thereof and Lender has agreed to grant non-disturbance to Tenant under the Lease on the terms and conditions hereinafter set forth.

AGREEMENT:

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Subordination. The Lease shall be subject and subordinate in all respects to the lien and terms of the Security Instrument, to any and all advances to be made thereunder and to all renewals, modifications, consolidations, replacements and extensions thereof, provided that no such modification, consolidation, replacement or extension shall reduce Tenant's rights or increase Tenant's obligations under the Lease; and provided further that the Security Instrument and any modifications, consolidations, replacements or extensions thereof shall be subject to the terms of this Agreement.

2. Nondisturbance. So long as no Lease Event of Default (as defined in the Lease) shall have occurred and be continuing, Lender agrees for itself and its successors in interest and for any other person acquiring title to the Property through a foreclosure (an "Acquiring Party"), that Tenant's possession of the premises as described in the Lease and Tenant's rights under the Lease, will not be disturbed during the term of the Lease, as said term may be extended pursuant to the terms of the Lease, by reason of a foreclosure or otherwise. For purposes of this Agreement, a "foreclosure" shall include (but not be limited to) a sheriff's or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Property and any other transfer of the Landlord's interest in the Property under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure.

Upon a foreclosure, Lender or such Acquiring Party shall perform all obligations and covenants of Landlord under the Lease accruing from and after Lender or such Acquiring Party takes title to the Property.

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3. Attornment. Following notice of any foreclosure and of the identity and address of an Acquiring Party, if any, Tenant agrees to attorn to, accept and recognize any Acquiring Party as the landlord under the Lease pursuant to the provisions expressly set forth therein for the then remaining balance of the term of the Lease, and any extensions thereof as made pursuant to the Lease. The foregoing provision shall be self-operative and shall not require the execution of any further instrument or agreement by Tenant as a condition to its effectiveness. Tenant agrees, however, to execute and deliver, at any time and from time to time, upon the reasonable request of the Lender or any Acquiring Party any reasonable instrument which may be necessary or appropriate to evidence such attornment.

4. No Liability. Notwithstanding anything to the contrary contained herein or in the Lease, it is specifically understood and agreed that neither the Lender, any receiver nor any Acquiring Party shall be:

(a) liable for any act, omission, negligence or default of any prior landlord (other than to cure defaults of a continuing nature, including without limitation, with respect to the maintenance or repair of the demised premises or the Property under Section 8.2 and Article 12 of the Lease); provided, however, the Lender or any Acquiring Party shall be liable and responsible for the performance of all covenants and obligations of landlord under the Lease accruing from and after the date that it takes title to the Property; and provided further, however, that the foregoing shall not affect Tenant's continuing set-off rights, if any, set forth in the Lease; or

(b) except as set forth in clause (a) above, liable for any failure of any prior landlord to construct any improvements;

(c) except as set forth in clause (a) above, subject to any offsets, credits, claims or defenses which Tenant might have against any prior landlord; or

(d) bound by any Base Rent which Tenant might have paid for more than one (1) month in advance to any prior landlord; or

(e) be liable to Tenant hereunder or under the terms of the Lease beyond its interest in the Property and the Lease; or

(f) liable or responsible for or with respect to the retention, application and or/return to the Tenant of any security deposit paid to Borrower or any prior Landlord, unless and until Lender or such Acquiring Party has actually received for its own account as landlord the full amount of such security deposit.

Notwithstanding the foregoing, Tenant reserves its rights to any and all claims or causes of action against such prior landlord for prior losses or damages, and against the successor landlord for all losses or damages arising from and after the date that such successor landlord takes title to the Property.

5. Rent. Tenant has notice that the Lease and the rents and all other sums due to Landlord thereunder have been assigned to Lender as security for the loan secured by the Security Instrument. The agreements of the Tenant pursuant to Section 23.2(c) of the Lease with respect to any "Lender" are, subject to the terms thereof, hereby incorporated by reference into this Agreement as agreements of the Tenant made with respect to the Lender, as defined herein. In addition, Tenant acknowledges that it has received irrevocable instructions from Landlord to pay its rent and all other sums due and payable to Landlord under the Lease directly to Lender or as otherwise directed in writing by Lender (but all payments shall be made to the same place), and such payment shall be deemed to satisfy Tenant's obligation therefor under the Lease and Tenant shall have no obligation or responsibility for the proper application thereof by Lender or any other person. Tenant agrees to honor such notice. Landlord hereby indemnifies and agrees to defend and hold Tenant harmless from and against any and all expenses, loss,

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claims, damage or liability arising out of Tenant's compliance with such notice or performance of the obligations under the Lease by the Tenant made in good faith in reliance on and pursuant to such notice. Tenant shall be entitled to full credit under the Lease for any rents paid to Lender in accordance with the provisions hereof.

6. Lender to Receive Notices. Tenant shall notify Lender of any default by Landlord under the Lease which would entitle Tenant to perform any obligation that Landlord has failed to perform in accordance with the Lease or to cancel the Lease, and agrees that, notwithstanding any provisions of the Lease to the contrary, no notice of Lessor's failure to perform or comply with its agreements delivered under Section 18.2 of the Lease or cancellation thereof shall be effective unless Lender shall have received notice of default giving rise to such failure to perform or comply with Landlord's agreements or such cancellation and shall have failed within thirty (30) days after receipt of such notice to cure such default, or if such default is curable but cannot be cured within thirty (30) days, shall have failed within thirty (30) days after receipt of such notice to commence and thereafter diligently pursue any action necessary to cure such default and shall complete such cure within one hundred and eighty days (180) in the aggregate from Lender's receipt of such notice to cure.

7. Lender Consents. Lender has reviewed and agrees, for itself and, after foreclosure, for any other Acquiring Party, to be bound by all the provisions of the Lease, subject to the provisions of Section 4 hereof.

8. Notices. All notices or other communications hereunder shall be in writing and shall be deemed to have been properly given (i) upon delivery, if delivered in person with receipt acknowledged by the recipient thereof, (ii) one (1) Business Day (hereinafter defined) after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the receiving party at its address set forth above, and:

if to Tenant: AT&T Services, Inc.
225 W. Randolph St., 13th Floor
Chicago, Illinois 60605
Attn: Regional Manager Midwest/East

and to:

AT&T Services, Inc.
175 East Houston Street
Room 4.A.40
San Antonio, Texas 78205
Attn: General Attorney: Real Estate

and

if to Lender: PNC Bank, National Association
10851 Mastin
Overland Park, Kansas 66210
Attn: Jeanette Butler
Ref. Loan No. 94-0954251

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or addressed as such party may from time to time designate by written notice to the other parties. For purposes of this Paragraph 8, the term "**Business Day**" shall mean any day other than Saturday, Sunday or any other day on which banks are required or authorized to close in New York, New York.

Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

9. Successors. The obligations and rights of the parties pursuant to this Agreement shall bind and inure to the benefit of the permitted successors, assigns, heirs and legal representatives of the respective parties. In addition, Tenant acknowledges that all references herein to Landlord shall mean the owner of the landlord's interest in the Lease, even if said owner shall be different than the Landlord named in the Recitals.

10. Duplicate Originals; Counterparts. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

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

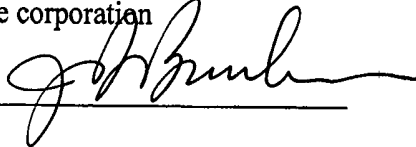
12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Property is located.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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TENANT:

AT&T Services, Inc.,
a Delaware corporation

By: 

Name: Joseph D. Buckman
Title: Director - Transactions

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Joseph D. Buckman personally came before me this day and acknowledged that he is the Director – Transactions of AT&T Services, Inc., a Delaware corporation and that in such capacity, being duly authorized to do so, executed the foregoing instrument on behalf of AT&T Services, Inc. by authority of its Board of Directors as the free act and deed of the corporation.

WITNESS my hand and official seal, this 27th day of December, 2007.


Notary Public

My commission expires:
March 25, 2010

[NOTARIAL SEAL]



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The undersigned as the Landlord named in the Recitals or as successor thereto hereby accepts and agrees to be bound by the provisions of Paragraph 5 hereof.

"Landlord"

Oakwood Chicago Associates, LLC,
a Delaware limited liability company

By: *Brian Kemper*
Name: ~~Jared Kushner~~ *Brian Kemper*
Title: Manager

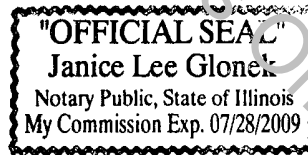
STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this 27th day of December, 2007, before me appeared ~~Jared Kushner~~ *Brian Kemper*, to me personally known, who being by me duly sworn, did say that he is the Manager of OAKWOOD CHICAGO ASSOCIATES, LLC, a Delaware limited liability company and that the said instrument was signed on behalf of said limited liability company by authority of its members/operating agreement and said Jared Kushner, on behalf of said limited liability company and acting in its capacity as aforesaid, acknowledged said instrument to be the free act and deed of said Oakwood Chicago Associates, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

Janice Lee Glonek
Notary Public in and for said County and State
Print Notary's Name: *Janice Lee Glonek*

My Commission Expires: 7-28-09



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EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY:
(225 W. Randolph Street, Chicago, Illinois 60606)

PARCEL 1:

LOTS 2, 3 AND 4 (EXCEPT THAT PART OF LOT 2 DEDICATED FOR PUBLIC ALLEY BY INSTRUMENT RECORDED AS DOCUMENT NUMBER 18928994) IN BLOCK 41 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTH EAST ¼ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF VACATED WEST COURT PLACE LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 2, 3 AND 4 AND LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOT 6, ALL IN BLOCK 41 IN ORIGINAL TOWN OF CHICAGO AFORESAID; LYING NORTH OF AND ADJOINING THE NORTH LINE OF SUB-LOT 1 OF LOT 5 AND THE NORTH LINE OF SUB-LOTS 1, 2 AND 3 OF LOT 7, AND LYING WEST OF AND ADJOINING THE EAST LINE OF SAID SUB-LOT 3 OF LOT 7 PRODUCED NORTH 18 FEET, ALL IN BLOCK 41 IN ORIGINAL TOWN OF CHICAGO AFORESAID, ALL IN COOK COUNTY, ILLINOIS