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FOR RECORDERS USE ONLY

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the 15th day of November, 1999, by and between **AON CORPORATION**, a Delaware corporation ("Tenant"), **BRE/GLENVIEW I, INC.**, a Delaware corporation ("Landlord") and **BANK ONE, ILLINOIS, NA**, a national banking association acting in its capacity as agent for the Lenders (as defined below) ("Agent").

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RECITALS:

A. Agent for the benefit of Bank One, Illinois, NA ("Bank One") and Landesbank Hessen-Thüringen Girozentrale ("Bank Helaba"; Bank One and Bank Helaba are collectively referred to herein as, the "Lenders") is the holder of a certain Mortgage dated November 15, 1999, to be recorded concurrently herewith (as the same may be renewed, modified, replaced, extended, supplemented or amended from time to time, the "Mortgage") encumbering the Real Estate (hereinafter defined) and securing a principal indebtedness in an amount equal to \$48,000,000.

B. Tenant has entered into that certain Office Lease (such lease, together with all amendments and modifications thereof, is hereinafter referred to as the "Lease") dated July 1, 1999 with Landlord, pursuant to which Tenant leased certain premises (the "Leased Premises") in the building (the "Building") on the parcel of land (the "Land") legally described in Exhibit A

This instrument was prepared by and, after recording, return to:

Permanent Real Estate Tax Index No.:

4-32-105-0000

Schwartz, Cooper, Greenberger & Krauss,
Chartered
180 North LaSalle Street
Suite 2700
Chicago, Illinois 60601
Attn: Martin I. Behn, Esq.

Common Address:

1000 Milwaukee Avenue
Glenview, Illinois 60625

BOX 333-CT

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attached hereto and commonly known as 1000 Milwaukee Avenue, Glenview, Illinois 60625 (the Land and Building herein being collectively referred to as the "Real Estate").

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

1. Tenant represents and warrants to the Lenders that the Lease is the only document or agreement governing the tenancy of Tenant with respect to the Leased Premises.
2. Prior to pursuing any remedy available to Tenant under the Lease, at law or in equity as a result of any failure of Landlord to perform or observe any covenant, condition, provision or obligation to be performed or observed by Landlord under the Lease (any such failure hereinafter referred to as a "Landlord's Default"), Tenant shall: (a) provide Agent with a notice of Landlord's Default specifying the nature thereof, the section of the Lease under which same arose and the remedy which Tenant will elect under the terms of the Lease or otherwise, and (b) allow Agent 30 days following receipt of such notice of Landlord's Default to cure the same; provided, however, that, if such Landlord's Default is not readily curable within such 30 day period, Tenant shall give Agent such additional time as Agent may reasonably need to cure such Landlord's Default so long as Agent is diligently pursuing a cure, and it is not longer than 90 days in the aggregate. Tenant shall not pursue any remedy available to it as a result of any Landlord's Default unless Lender fails to cure same within the time period specified above.
3. Tenant covenants with Agent that the Lease (except Tenant's right of first offer to purchase the Real Estate and future development rights as specified in Articles 42 and 43 of the Lease) shall be subject and subordinate to the lien and all other provisions of the Mortgage and the other documents evidencing or securing the loan secured by the Mortgage (the "Other Loan Documents") and to all modifications and extensions thereof, to the full extent of all principal, interest and all other amounts secured thereby and with the same force and effect as if the Mortgage and the Other Loan Documents had been executed and delivered prior to the execution and delivery of the Lease. Without limiting the generality of the foregoing subordination provision, Tenant hereby agrees that any of its right, title and interest in and to insurance proceeds and condemnation awards (or other similar awards arising from eminent domain proceedings) with respect to damage to or the condemnation (or similar taking) of any of the Real Estate, shall be subject and subordinate to Agents's right, title and interest in and to such proceeds and awards.
4. Tenant acknowledges that Landlord has collaterally assigned to Agent (for the benefit of the Lenders) all leases affecting the Real Estate, including the Lease, and the rents due and payable under such leases. In connection therewith, Tenant agrees that, upon receipt of a notice of a default by Landlord under such assignment and a demand by Agent for direct payment to Agent of the rents due under the Lease, Tenant will honor such demand and make all subsequent rent payments directly to Agent. Landlord and Tenant agree that demand by Agent shall be conclusive evidence of the right of Agent to receive such rents.

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5. In the event that Lenders, Agent or their successors, assigns, nominees or any other party claiming by, through or under the Agent or Lenders (collectively "Successors") shall take possession of the Leased Premises or succeed to title of Landlord in and to the Real Estate by foreclosure, deed in lieu of foreclosure or otherwise and Tenant is not then in default (beyond any grace period set forth in the Lease for curing the same) of any term, covenant, condition or agreement of the Lease to be observed and performed by Tenant, the Lease shall continue in full force and effect and Tenant shall:

- (a) peaceably hold and enjoy the Leased Premises for the remained of the unexpired term of the Lease (including any extensions thereof) which possession shall be without hindrance or interruption; and
- (b) not be joined as part-defendant in any action or proceeding which may be instituted or taken by the Agent or Lenders by reason of any Event of Default (as such term is defined in the Mortgage).

6. In the event Agent, Lenders or Successors shall succeed to the rights of Landlord pursuant to the Lease or the title of Landlord in and to the Real Estate:

- (a) Tenant shall attorn to Agent, Lenders or Successors and will observe and perform, for the benefit of Agent, Lenders or Successors, all of the terms, covenants, conditions and agreements contained in the Lease to be observed and performed by Tenant and shall, at the request of Agent or Successors, execute and deliver a written agreement of attornment;
- (b) Agent, Lenders or Successors shall recognize that the Lease continues in full force and effect (including without limitation Articles 42 and 43 thereof), but shall not be (i) liable for any act or omission of any prior landlord (including Landlord), except to the extent such arises from an act, omission or default of the prior landlord which constitutes an on-going default under the Lease; (ii) subject to any offsets or defenses which Tenant may have against Landlord or any prior landlord, except to the extent such arises from an act, omission or default of the prior landlord which constitutes an on-going default under the Lease; (iii) bound by any prepayment of rent or additional rent which Tenant may have paid for more than the current month to Landlord or any prior landlord; (iv) bound by any amendment or modification of the Lease made after the date of the Lease without the written consent of Agent; (v) liable for any security deposit received by Landlord or any prior landlord (unless actually received by Agent), and (vi) personally liable or obligated to perform any such term, covenant or provision, such new owner's liability being limited in all cases to its interest in the Lease Premises.

Notwithstanding anything herein to the contrary, Agent acknowledges and agrees that upon Agent, Lenders or Successors succeeding to the rights of the Landlord under the Lease and provided Tenant is not in default under the Lease, Agent, Lenders or Successors shall be bound by the obligation to fund the tenant

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improvement allowances set for on Attachment 3 to the workletter agreement (if not previously funded), to perform the Landlord Work set forth on Attachments 1 and 4 the workletter (if not previously performed), and perform the obligations sets forth in Exhibits V, W and X of the workletter (if not previously performed).

7. Agent agrees that notwithstanding anything to the contrary contained in this Agreement, Tenant's right of first offer to purchase all or any part of the Leased Premises or the Real Estate and the rights granted under Article 42 of the Lease are hereby specifically senior to the rights of Lenders under the Mortgage and any other document or instrument which evidences and secures the Loan and shall be binding upon Agent, Lenders, Successors, their successors and assigns.

8. Lenders, Agent, Landlord and Tenant hereby waive to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any one or more of them, whether in contract, tort or otherwise relating directly or indirectly to this Agreement or any acts or omissions of agent, Landlord or Tenant in connection therewith or contemplated thereby.

9. Any notices, communications and waivers under this Agreement shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed in each case as follows:

To Agent: Bank One, Illinois, NA
200 South Wacker Drive - 6th Floor
Chicago, Illinois 60606
Attn: Robert Mizetur

With copy to: Schwartz Cooper Greenberger & Krauss, Chtd.
180 North LaSalle Street, Suite 2700
Chicago, Illinois 60601
Attn: Martin I. Behn, Esq.

To Tenant: AON Corporation
1000 Milwaukee Road
Glenview, Illinois 60625
Attn: _____

With a copy to: Sonnenschein Nath & Rosenthal
8000 Sears Tower
Chicago, Illinois 60660
Attn: Linda White, Esq.

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To Landlord: BRE/Glenview I, Inc.
c/o Blackstone Real Estate Advisors II
345 Park Avenue
New York, New York 10154
Attn: Marshall Findley

With copy to: Simpson Thacher & Barlett
425 Lexington Avenue
New York, New York 10017-3954
Attn: Glenn D. Kesselhaut, Esq.

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Paragraph shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

10. Tenant acknowledges and agrees that the Lenders will be relying on the covenants and agreements of Tenant contained herein and that any default by Tenant hereunder shall permit Agent, at its option, to exercise any and all of its rights and remedies at law and in equity against Tenant and to join Tenant in a foreclosure action hereby terminating Tenant's right, title and interest in and to the Leased Premises.

11. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns and any nominees of the Lenders, all of whom are entitled to rely upon the provisions hereof. This Agreement shall be governed by the laws of the State of Illinois.

12. This Agreement may be executed in multiple counterparts and all of such counterparts together shall constitute one and the same Agreement.

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

Tenant:

AON CORPORATION, a Delaware corporation

By: _____
Title: _____

Agent:

BANK ONE, ILLINOIS, NA, a national banking association

By: _____
Title: _____

Landlord (executing the Agreement only with respect to Section 5 hereof):

BRE/GLENVIEW I, INC., a Delaware corporation

By: Malik L...
Title: V.P.

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

Tenant:

AON CORPORATION, a Delaware corporation

By: [Signature]
Title: [Signature]

Landlord:

BRE/GLENVIEW, INC., a Delaware corporation

By: _____
Title: _____

Agent:

BANK ONE, ILLINOIS, NA, a national banking association

By: _____
Title: _____

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Property of Cook County Clerk's Office

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

Tenant:

AON CORPORATION, a Delaware corporation

By: _____
Title: _____

Agent:

BANK ONE, ILLINOIS, NA, a national banking association

By: Robert T. Meyer
Title: AVP

Landlord:

BRE/GLENVIEW I, INC., a Delaware corporation

By: Malik Kelly
Title: V.P.

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Property of Cook County Clerk's Office

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STATE OF IL)
) SS.
COUNTY OF Cook)

I, Megan Roberts, a Notary Public in and for said County in the State aforesaid, do hereby certify that William Teberg, a Vice President of AON CORPORATION, a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

Given under my hand and notarial seal on 11/16, 1999.

Megan Roberts
Notary Public

My Commission Expires: 9/29/03



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Priscilla Travis a Notary Public in and for said County in the State aforesaid, do hereby certify that Robert T. Mizeur, a AVP of BANK ONE, ILLINOIS, NA, a national banking association, who is personally known to be to be the same person whose name is subscribed to the foregoing instrument as such AVP, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes set forth therein.

Given under my hand and notarial seal on 11/15, 1999.

Priscilla Travis
Notary Public

My Commission Expires: 6-19-2001



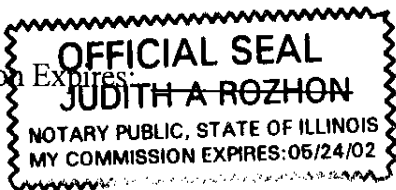
STATE OF Ill)
) SS.
COUNTY OF Cook)

I, Judith Rozhon a Notary Public in and for said County in the State aforesaid, do hereby certify that Marshall Findley, the Vice President of BRE/Glenview I, Inc., a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

Given under my hand and notarial seal on November 12, 1999.

Judith Rozhon
Notary Public

My Commission Expires:



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EXHIBIT A

Legal Description

Parcel 1:

LOT 2 IN ZENITH'S SUBDIVISION OF THAT PART OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 19, 1990 AS DOCUMENT 90615521, LYING 40 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 32, LYING EAST OF THE EAST LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY, NORTHWESTERLY OF THE NORTHWESTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY, SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE AS ESTABLISHED BY DOCUMENTS 13544871, 21412822 AND 23335308, AND SOUTH OF LOT 1 IN PARK CENTRAL SUBDIVISION RECORDED AS DOCUMENT 86017692, EXCEPTING THEREFROM MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 2, SAID POINT BEING ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF MILWAUKEE AVENUE; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE OF MILWAUKEE AVENUE, SOUTH 37 DEGREES, 44 MINUTES, 17 SECONDS EAST, A DISTANCE OF 180 FEET TO A POINT OF CURVATURE; THENCE A DISTANCE OF 62.83 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 40.00 FEET AND WHOSE CHORD OF 56.57 FEET BEARS NORTH 82 DEGREES, 44 MINUTES 28 SECONDS WEST TO A POINT OF TANGENCY; THENCE SOUTH 52 DEGREES, 15 MINUTES, 43 SECONDS WEST, A DISTANCE OF 223.54 FEET TO A POINT OF CURVATURE; THENCE, A DISTANCE OF 267.04 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 170.00 FEET AND WHOSE CHORD OF 240.42 FEET BEARS SOUTH 07 DEGREES, 15 MINUTES, 43 SECONDS WEST TO A POINT OF TANGENCY; THENCE SOUTH 37 DEGREES, 44 MINUTES, 17 SECONDS EAST, A DISTANCE OF 105.00 FEET TO A POINT OF CURVATURE; THENCE, A DISTANCE OF 477.31 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 794.02 FEET AND WHOSE CHORD OF 470.16 FEET BEARS SOUTH 20 DEGREES, 31 MINUTES, 00 SECOND EAST TO A POINT OF COMPOUND CURVATURE; THENCE SOUTH 86 DEGREES, 42 MINUTES, 15 SECONDS WEST, A DISTANCE OF 100.00 FEET TO A POINT OF CURVATURE; THENCE, A DISTANCE OF 117.15 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 694.02 FEET AND WHOSE CHORD OF 117.0 FEET BEARS NORTH 03 DEGREES, 08 MINUTES, 11 SECONDS WEST TO A POINT ON A CURVE; THENCE, A DISTANCE OF 229.87 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 75.00 FEET AND WHOSE CHORD OF 149.89 FEET BEARS NORTH 19 DEGREES, 09 MINUTES, 59 SECONDS WEST TO A POINT ON A CURVE; THENCE, A DISTANCE OF 149.87 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 694.02 FEET AND WHOSE CHORD OF 149.58 FEET BEARS NORTH 31 DEGREES, 33 MINUTES, 04 SECONDS WEST TO A POINT OF TANGENCY; THENCE NORTH 37 DEGREES, 44 MINUTES, 17 SECONDS WEST, A DISTANCE OF 105.00 FEET TO A POINT OF REVERSE CURVATURE; THENCE, A DISTANCE OF 424.15 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTH WEST, HAVING A RADIUS OF 270.00 FEET AND WHOSE CHORD OF 381.84 FEET BEARS NORTH 07 DEGREES, 15 MINUTES, 43 SECONDS EAST TO A POINT OF TANGENCY; THENCE NORTH 52 DEGREES, 15 MINUTES, 43 SECONDS EAST, A DISTANCE OF 223.54 FEET TO A POINT OF CURVATURE; THENCE, A DISTANCE OF 62.83 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 40.00 FEET AND WHOSE CHORD OF 56.57 FEET BEARS NORTH 07 DEGREES, 16 MINUTES, 21 SECONDS EAST TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Parcel 2:

PERPETUAL, NON-EXCLUSIVE EASEMENT EASEMENTS FOR THE BENEFIT OF PARCEL 1, AS CREATED BY EASEMENT AGREEMENT RECORDED AS DOCUMENT 04060208, FOR THE PURPOSE OF CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT AND OPERATION OF SANITARY SEWER LINES AND WATER MAINS AND ALL RELATED FIXTURES OVER LOT 1 OF AFORESAID SUBDIVISION AND THAT PART OF LOT 2 EXCEPTED IN PARCEL 1 AFORESAID.