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Cook County Recorder of Deeds  
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## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

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Date: February 11, 2010

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Atrium Mall  
Loan No. 26-5330778

## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement (the "**Agreement**") is dated as of the 11th day of February, 2010, between U.S. BANK NATIONAL ASSOCIATION, as Successor Trustee for the Registered Holders of First Union National Bank Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2000-C1 ("**Lender**"), and PNC BANK, NATIONAL ASSOCIATION, a national banking association ("**Tenant**").

### RECITALS

A. STATE BUILDING VENTURE, an Illinois limited partnership ("**Landlord**") is the owner of the tenant's leasehold interest in certain real property known as The Atrium Mall, located at the James R. Thompson Center, 100 West Randolph Street, Chicago, Illinois, as more fully described on **Exhibit A** attached hereto (the "**Property**").

B. Landlord, as sublandlord, and Tenant, as subtenant, have entered into a certain Shopping Center Store Sublease, dated as of January 27, 2010 (the "**Lease**") with respect to a portion of the Property (the "**Premises**").

C. This Agreement is being entered into in connection with a mortgage loan (the "**Loan**") previously made to Landlord and currently held by Lender, secured by, among other things, the following documents (collectively, the "**Security Documents**": (i) a Leasehold Mortgage and Security Agreement, dated January 31, 2000, granted by Landlord to First Union National Bank ("**Original Mortgage**"), recorded February 1, 2000 as Document #00082309 in the real estate records of Cook County, Illinois (the "**Recorder's Office**") securing a loan to Landlord (the "**Mortgage**"); (ii) an Assignment of Leases and Rents, dated January 31, 2000, granted by Landlord to Original Mortgagee, recorded February 1, 2000 as Document #00082310 in the Recorder's Office (the "**Assignment of Leases and Rents**"; and (iii) a UCC Financing Statement from Landlord to Original Mortgagee filed with the Recorder's Office on February 3, 2000 as Financing Statement No. 00U01314 (the "UCC Financing Statement" and collectively with the Mortgage and Assignment of Leases and Rents, the "**Security Documents**").

### AGREEMENT

For mutual consideration, including the mutual covenants and agreements set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Tenant agrees that, subject to the terms of this Agreement, the Lease is and shall be subject and subordinate to lien of the Security Documents, as affected by all present or future advances under the obligations secured thereby and all renewals, amendments, modifications, consolidations, replacements and extensions of the secured obligations and the Security Documents, to the full extent of all amounts secured by the Security Documents from time to

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time; provided, however, that said Mortgage shall not cover nor encumber and shall not be construed as subjecting in any manner to the lien thereof any of Tenant's trade fixtures, furniture, equipment or other personal property at any time placed or installed in the Premises, except to the extent of a lien on the Landlord's interest in the same.

2. Lender agrees that, if the Lender exercises any of its rights under the Security Documents, including an entry by Lender pursuant to the Mortgage or a foreclosure of the Mortgage during the original term or any renewal term of the Lease or any extension or modification thereof (provided such extension or modification is made in accordance with the terms hereof), Lender shall not disturb Tenant's right of quiet possession of the Premises, common areas and any other area to which Tenant has rights pursuant to the Lease and the use and enjoyment of any other rights provided to Tenant under the terms of the Lease so long as Tenant is not in default beyond any applicable notice and cure period of any term, covenant or condition of the Lease.

3. Tenant agrees that, in the event of a foreclosure of the Mortgage by Lender or the acceptance of a deed in lieu of foreclosure by Lender or any other succession of Lender to Landlord's interest in the Property, Tenant will attorn to and recognize Lender as its landlord under the Lease for the remainder of the term of the Lease (including all extension periods which have been or are hereafter exercised) upon the same terms and conditions as are set forth in the Lease, and Tenant hereby agrees to pay and perform all of the obligations of Tenant pursuant to the Lease and Lender, as successor landlord, subject to the terms of this Agreement, shall be deemed to be bound by all terms of the Lease and hereby agrees that it will accept such attornment. Landlord and Lender hereby acknowledge and agree that Tenant shall incur no liability for relying upon any written request to attorn and paying rent to Lender without investigation as to the underlying facts.

4. Tenant agrees that, in the event Lender succeeds to the interest of Landlord under the Lease, Lender shall not be:

(a) liable for any act or omission of any prior Landlord (including, without limitation, the then defaulting Landlord), or

(b) subject to any defense or offsets which Tenant may have against any prior Landlord (including, without limitation, the then defaulting Landlord), or

(c) bound by any payment of rent or additional rent which Tenant might have paid for more than one month in advance of the due date under the Lease to any prior Landlord (including, without limitation, the then defaulting Landlord), or

(d) bound by any obligation to make any payment to Tenant which was required to be made prior to the time Lender succeeded to any prior Landlord's interest, or

(e) accountable for any monies deposited with any prior Landlord (including security deposits), except to the extent such monies are actually received by Lender, or

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(f) except for any rights of Tenant to surrender or terminate the Lease pursuant to the terms of the Lease, as modified by paragraph 6 of this Agreement, bound by any surrender or termination of the Lease, or

(g) bound by any amendment or modification of the Lease made without the consent of Lender, which consent to any amendment or modification shall not be unreasonably withheld or delayed; provided, however, that Lender may withhold consent to any amendment or modification of the Lease in its sole and absolute discretion to the extent that any such amendment or modification would reduce or shorten any economic obligations of Tenant under the Lease, and provided further that Lender shall be deemed to have consented to an amendment or modification of the Lease, if Lender fails to either consent or deny consent in writing to such amendment or modification within ten business days after Lender has received written request for consent thereto, together with all documents and information reasonably required by Lender to be furnished to Lender in connection with the requested consent, or

(g) obligated to construct or complete the construction of any improvements for Tenant's occupancy, or to reimburse Tenant for the costs of any such construction.

Notwithstanding anything to the contrary in this Agreement: (i) Tenant shall have the right to abatement of rent to the extent as expressly set forth in paragraph 11.4 of the Lease and paragraph 2.8 of Rider 2 to the Lease; (ii) Tenant shall have the right to cease operations to the extent as expressly set forth in paragraph 2.11 of Rider 2 to the Lease; and (iii) to the extent that Tenant has the right to offset rent due to a default of Landlord under the Lease in maintaining the Property, and Landlord does not cure such default in accordance with its notice and cure rights under the Lease, and Lender does not cure such default within twenty (20) business days of written notice of such default to Lender, Tenant shall have such right to offset rent. In the event that Lender succeeds to the interest of Landlord under the Lease, Tenant's rights as set forth in subparagraphs (i), (ii), and (iii) of this paragraph shall be binding on Lender.

5. Tenant agrees that, notwithstanding any provision hereof to the contrary, the terms of the Mortgage shall continue to govern with respect to the disposition of any insurance proceeds or eminent domain awards, and any obligations of Landlord to restore the real estate of which the Premises are a part shall, insofar as they apply to Lender, be limited to insurance proceeds or eminent domain awards received by Lender after the deduction of all costs and expenses incurred in obtaining such proceeds or awards.

6. Tenant hereby agrees to give copies of all notices of Landlord default(s) under the Lease to Lender, and to any other lender which has requested notice in writing from Tenant, in the same manner as, and whenever, Tenant shall give any such notice of default to Landlord, Lender shall have the right to remedy any Landlord default under the Lease, or to cause any default of Landlord under the Lease to be remedied and for such purpose Tenant hereby agrees to accept any cure by Lender in the same manner in which Tenant would be obligated to accept such cure if made by Landlord. Tenant shall accept performance by Lender of any term, covenant, condition or agreement to be performed by Landlord under the Lease with the same force and effect as though performed by Landlord. No Landlord default under the Lease shall

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exist or shall be deemed to exist (i) as long as Lender, in good faith, shall have commenced to cure such default within the above referenced time period and shall be prosecuting the same to completion with all due diligence, subject to force majeure, or (ii) if possession of the Premises is required in order to cure such default, or if such default is not susceptible of being cured by Lender, as long as Lender, in good faith, shall have notified Tenant that Lender intends to institute proceedings under the Security Documents, and, thereafter, as long as such proceedings shall have been instituted and shall be prosecuted with reasonable diligence. In addition to the notices of Landlord default required by this paragraph 6, to the extent that Tenant has the right, or claims to have the right, to terminate the Lease, Tenant may not terminate or purport to terminate the Lease unless and until Tenant provides Lender with written notice of its intent to terminate the Lease and provides Lender with at least thirty (30) days to cure any default that is the basis for such termination rights, and if Lender so cures such default, Tenant may not terminate the Lease. In the event of the termination of the Lease by reason of any default thereunder by Landlord, upon Lender's written request, given within fifteen (15) days after any such termination, Tenant, within fifteen (15) days after receipt of such request, shall execute and deliver to Lender or its designee or nominee a new lease of the Premises for the remainder of the term of the Lease upon all of the terms, covenants and conditions of the Lease. Lender shall have the right, without Tenant's consent, to foreclose the Mortgage or to accept a deed in lieu of foreclosure of the Mortgage or to exercise any other remedies under the Security Documents; provided, however, that unless required by applicable foreclosure procedures and law, Tenant shall not be joined as a party/defendant in any action or proceeding which may be instituted or taken by Lender to enforce any of Lender's remedies under any of the Security Documents.

7. Tenant hereby consents to the Assignment of Leases and Rents in connection with the Loan. Tenant acknowledges that the interest of the Landlord under the Lease has been assigned to Lender solely as security for the purposes specified in said assignments, and Lender shall have no duty, liability or obligation whatsoever under the Lease or any extension or renewal thereof, either by virtue of said assignments or by any subsequent receipt or collection of rents thereunder, unless Lender shall specifically undertake such liability in writing or unless Lender or its designee or nominee becomes the owner of the Landlord's interest in the Property. In the event Tenant receives written notice from Lender that there has been a default under the Mortgage and that rentals due under the Lease are to be paid to Lender pursuant to the terms of the Mortgage or the Assignment of Leases and Rents, Tenant shall pay all rent thereafter due under the Lease to Lender. Landlord hereby agrees that Tenant shall have the right to rely upon any such notice which it receives from Lender purporting to exercise its rights in connection with the Loan and that any payments made by Tenant to Lender pursuant to such notice shall have the same force and effect under the Lease as if Tenant had made such payment directly to Landlord. Tenant shall have no liability or obligation to verify the existence of any default so alleged by Lender.

8. The Lease shall not be assigned by Tenant, or modified, amended or terminated without Lender's prior written consent in each instance, except as set forth in this paragraph 8.

(a) To the extent that Tenant has the right to assign the Lease to an Affiliate (as defined in the Lease) pursuant to paragraph 18.13 of the Lease without Landlord's consent, Lender's consent to such assignment to an Affiliate shall not be required, and

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(b) To the extent any transfer of control is deemed to be a permitted transfer pursuant to paragraph 18.8 of the Lease without Landlord's consent, Lender's consent to such transfer of control shall not be required, and

(c) Lender shall not unreasonably withhold or delay its consent to any other assignment of the Lease by Tenant which is made in accordance with the terms of the Lease, or to any amendment or modification of the Lease; provided, however, that Lender may withhold consent to any amendment or modification of the Lease in its sole and absolute discretion to the extent that any such amendment or modification would reduce or shorten any economic obligations of Tenant under the Lease and shall be permitted to withhold consent to any assignment that releases Tenant in its sole and absolute discretion; provided that Lender shall be deemed to have consented to any such other assignment of the Lease by Tenant or to any amendment or modification of the Lease, as applicable, if Lender fails to either consent or deny consent in writing to any such assignment, amendment or modification, as applicable, within ten (10) business days after Lender has received written request for consent thereto, together with all documents and information reasonably required by Lender to be furnished to Lender in connection with the requested consent.

9. Any notice, election, communication, request or other document or demand required or permitted under this Agreement shall be in writing and shall be deemed delivered on the earlier to occur of (a) receipt or (b) the date of delivery, refusal or nondelivery indicated on the return receipt, if deposited in a United States Postal Service Depository, postage prepaid, sent certified or registered mail, return receipt requested, or if sent via a recognized commercial overnight delivery service providing for a receipt, addressed to Tenant or Lender, as the case may be, at the following addresses:

If to Tenant:

PNC Realty Services  
620 Liberty Ave., 19<sup>th</sup> Floor  
Pittsburgh, PA 15222  
Attn: Lease Manager

with a copy to:

PNC Bank, National Association  
1600 Market Street, 28<sup>th</sup> Floor  
Philadelphia, PA 19103 Attention: Michael G. Balent, Chief Counsel - PNC  
Realty Services

If to Lender:

c/o Wachovia Bank, National Association  
Commercial Mortgage Services  
MAC D1100-090  
9th Floor, 201 S. College Street

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Charlotte, North Carolina 28244-1075  
Attention: Asset Manager

With a copy to:

Alston & Bird LLP  
101 South Tryon Street, Suite 4000  
Charlotte, NC 28280-4000  
Attn: James A. L. Daniel, Jr.

And with a copy to:

Perkins Coie LLP  
1389 Century Park East, 17th Floor  
Los Angeles, CA 90067  
Attn: Mark Birnbaum

If to Landlord:

State Building Venture  
c/o TPG Realty Commercial  
James R. Thompson Center  
100 West Randolph Street, Suite 200  
Chicago, IL 60601  
Attn: Raymond P. Felson

10. The term "Lender" as used herein includes any successor or assign of the named Lender herein, including without limitation, any co-lender at the time of making the Loan, any purchaser at a foreclosure sale and any transferee pursuant to a deed in lieu of foreclosure, and their successors and assigns, and the terms "Tenant" and "Landlord" as used herein include any successor and assign of the named Tenant and Landlord herein, respectively; provided, however, that such reference to Tenant's or Landlord's successors and assigns shall not be construed as Lender's or Landlord's consent to any assignment or other transfer by Tenant or Landlord.

11. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement, and the other provisions of this Agreement shall remain in full force and effect.

12. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing executed by the party against which enforcement of the termination, amendment, supplement, waiver or modification is sought.

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13. This Agreement shall be construed in accordance with the laws of the state of in which the Property is located.

14. The person executing this Agreement on behalf of each party is authorized by such party to do so and the execution hereof by each party is the binding act of such party and enforceable against such party.

15. Should any action or proceeding be commenced to enforce any of the provisions of this Agreement or in connection with its meaning, the prevailing party in such action shall be awarded, in addition to any other relief it may obtain, its reasonable costs and expenses, not limited to taxable costs, and reasonable attorneys' fees.

16. This Agreement may be executed in any number of counterparts, each of which counterparts shall for all purposes be deemed to be an original; and all such counterparts shall together constitute one and the same Agreement. Nothing in this Agreement shall waive any rights that Lender may have against Landlord under the Loan and the documents evidencing, securing, or relating to the Loan.

17. To the extent that any of the provisions of this Agreement conflicts with, varies from or modifies any of the provisions of the Lease or the Security Documents with respect to Lender's approval of or consent to the assignment, surrender, termination, modification or amendment of subleases of the Property, such as the Lease, then, for so long as this Agreement is in effect, the provisions of this Agreement shall govern and control over the provisions of the Lease, and the provisions of this Agreement shall govern and control over the provisions of any of the Security Documents which specifically address Lender's approval of or consent to the assignment, surrender, termination, modification or amendment of subleases of the Property, such as the Lease.

[SEE ATTACHED SIGNATURE PAGES]





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TENANT: PNC BANK, NATIONAL ASSOCIATION,  
a national banking association

By: Dennis W. Hartman  
Name: Dennis W. Hartman  
Title: Vice President

STATE OF Pennsylvania )  
 ) SS:  
COUNTY OF Allegheny )

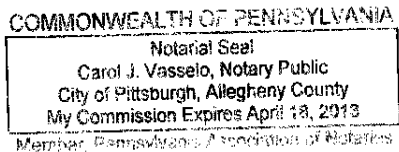
BEFORE ME, a Notary Public in and for said county and state appeared Dennis W. Hartman, to me personally known who, being by me sworn, did say that he/she is the vice president PNC BANK, NATIONAL ASSOCIATION, the national banking association named in the within instrument, and that he (she), as such vice president being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 12 day of February, 2010.

Carol J. Vasselo  
Notary Public

My commission expires: April 18, 2013

(Notary Seal)





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## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

The tenant's leasehold estate under the lease described as the "*Atrium Lease*" in that certain Leasehold Mortgage and Security Agreement, dated January 31, 2000 and recorded February 1, 2000 as Document #00082309 in the real estate records of Cook County, Illinois, which Atrium Lease relates to space in the building located on the land legally described in Exhibit A-1 attached hereto.

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## EXHIBIT A-1

### LEGAL DESCRIPTION OF LAND

PARCEL 1:

BLOCK 34 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THE WEST 3 FEET THEREOF, TAKEN FOR WIDENING NORTH LASALLE STREET), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE VACATED WEST 16 FEET OF CLARK STREET LYING EAST OF AND ADJOINING BLOCK 34 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS:

See attached list.

COMMONLY KNOWN AS: 100 WEST RANDOLPH STREET, CHICAGO, IL 60601

PREPARED BY AND MAIL RECORDED INSTRUMENT TO:

Perkins Coie, LLP  
1888 Century Park East, Suite 1700  
Los Angeles, California 90067-1721  
Attention: Mark Birnbaum, Esq.

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*Permanent Index Numbers*

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