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Doc#: 1116418006 Fee: \$58.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/13/2011 10:17 AM Pg: 1 of 12

As of 6/10/10
f. ap. l. by E
RETURN TO:

~~Citigroup Global Markets Realty Corp.~~ Citibank, N.A.
388 Greenwich Street, 19th Floor
New York, NY 10013
Attn: Ana E. Rosu

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT (hereinafter referred to as "Agreement") made this 27th day of May, 2011, among ~~CITIGROUP GLOBAL MARKETS REALTY CORP.~~ Citibank, N.A. (together with its successors, assigns, designees and/or nominees, collectively hereinafter referred to as "Lender"), **B.C. ZIEGLER & COMPANY** (hereinafter referred to as "Tenant"), and **ASLAN/ZCOF 200 S. WACKER, L.L.C.**, a Delaware limited liability company (hereinafter referred to as "Landlord").

RECITALS:

A. Tenant is the tenant and lessee under a certain Lease Agreement more particularly described on Exhibit B attached hereto (as the same may now or hereafter be amended, restated, replaced or otherwise modified, collectively, the "Lease") relating to the premises described in the Lease (hereinafter referred to as the "Premises"), located at the real property more particularly described on Exhibit A attached hereto (hereinafter referred to as the "Property").

B. Lender has made or will make a loan to Landlord (hereinafter referred to as the "Loan"), which such Loan is (i) secured by a deed of trust, mortgage or security deed (as the same may be amended, restated, extended, or otherwise modified from time to time, the "Mortgage") and an assignment of leases and rents (as the same may be amended, restated, extended, or otherwise modified from time to time, the "Assignment of Lease"), in each case, from Landlord to Lender covering the Property including the Premises and (ii) evidenced by certain other documents and instruments by and among Lender and Landlord, among others (the same, together with the Mortgage and Assignment of Leases, collectively, the "Loan Documents").

C. Tenant has agreed that the Lease shall be subject and subordinate to the Loan and Loan Documents, provided Tenant is assured of continued occupancy of the Premises under the terms of the Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and notwithstanding anything in the Lease to the contrary, it is hereby agreed as follows:

Handwritten notes on the left margin: "2011 5/27", "B.C. ZIEGLER & COMPANY", "ASLAN/ZCOF 200 S. WACKER, L.L.C.", "388 Greenwich Street, 19th Floor", "New York, NY 10013", "Attn: Ana E. Rosu".

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1. Subordination and Consent. Lender, Tenant and Landlord do hereby covenant and agree that the Lease with all rights, options, liens and charges created thereby (including, without limitation, any option or rights contained in the Lease, or otherwise existing, to acquire any or all of the Premises, or any superior leasehold interest therein), is and shall continue to be subject and subordinate in all respects to the lien and terms of the Loan Documents, and to any renewals, modifications, consolidations, replacements and extensions thereof and to all advancements made thereunder. Tenant acknowledges that Landlord will execute and deliver to Lender an assignment of the Lease as security for the Loan, and Tenant hereby expressly consents to such assignment. Tenant agrees that if there is a default by Landlord in the performance and observance of any of the terms of such Loan, Lender may, at its option, demand all rents due under the Lease be paid by Tenant directly to Lender at the address specified below, or as otherwise specified by Lender. Tenant agrees that upon Lender's written request for payment of rent directly to Lender, Tenant will timely remit any and all payments due under the Lease directly to, and payable to the order of, Lender. Such payments to Lender will constitute performance of Tenant's payment obligations under the Lease.

2. Non-Disturbance. Lender does hereby agree with Tenant that, in the event Lender succeeds to Landlord's interest in the Premises by foreclosure, conveyance in lieu of foreclosure or otherwise, so long as Tenant complies with and performs its obligations under the Lease, (a) the Lease shall continue in full force and effect as a direct Lease between Lender and Tenant, upon and subject to all of the terms, covenants and conditions of the Lease, for the balance of the term of the Lease, and Lender will not disturb the possession of Tenant, and (b) the Premises shall be subject to the Lease and Lender shall recognize Tenant as the tenant of the Premises for the remainder of the term of the Lease in accordance with the provisions thereof; provided, however, that Lender shall not be:

- (i) subject to any claims, offsets or defenses which Tenant might have against any prior landlord (including Landlord);
- (ii) liable for any act or omission of any prior landlord (including Landlord);
- (iii) bound by any rent or additional rent which Tenant might have paid for more than the current month or any security deposit or other prepaid charge paid to any prior landlord (including Landlord);
- (iv) bound by any amendment or modification of the Lease made without its written consent; or
- (v) liable for any deposit that Tenant may have given to any previous landlord (including Landlord) which has not, as such, been transferred to Lender.

Nothing contained herein shall prevent Lender from naming Tenant in any foreclosure or other action or proceeding initiated by Lender pursuant to the Loan Documents to the extent necessary under applicable law in order for Lender to avail itself of and complete the foreclosure or other remedy. Tenant acknowledges and agrees that it has no right or option of any nature whatsoever, whether pursuant to the Lease or otherwise, to purchase the Premises or the Property, or any portion thereof or any interest therein, and to the extent that Tenant has had, or

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hereafter acquires, any such right or option, the same is hereby acknowledged to be subject and subordinate to the lien and terms of the Loan Documents and is hereby waived and released as against Lender.

3. Attornment. Tenant does hereby agree with Lender that, in the event Lender becomes the owner of the Property by foreclosure, conveyance in lieu of foreclosure or otherwise, then Tenant shall attorn to and recognize Lender as the landlord under the Lease for the remainder of the term thereof, and Tenant shall perform and observe its obligations thereunder, subject only to the terms and conditions of the Lease. Tenant further covenants and agrees to execute and deliver upon request of Lender an appropriate agreement of attornment to Lender and any subsequent titleholder of the Premises.

4. Lease Defaults. In the event Landlord shall fail to perform or observe any of the terms, conditions or agreements in the Lease, Tenant shall give written notice thereof to Lender and Lender shall have the right (but not the obligation) to cure such default. Tenant shall not take any action with respect to such default under the Lease, including without limitation any action in order to terminate, rescind or avoid the Lease or to withhold any rent or other monetary obligations thereunder, for a period of thirty (30) days following receipt of such written notice by Lender; provided, however, that in the case of any default which cannot with diligence be cured within said thirty (30) day period, if Lender shall proceed promptly to cure such default and thereafter prosecute the curing of such default with diligence and continuity, the time within which such default may be cured shall be extended for such period as may be necessary to complete the curing of such default with diligence and continuity.

5. Obligations and Liability of Lender. Lender shall have no obligations nor incur any liability with respect to any warranties of any nature whatsoever, whether pursuant to the Lease or otherwise, including, without limitation, any warranties respecting use, compliance with zoning, hazardous wastes or environmental laws, Landlord's title, Landlord's authority, habitability, fitness for purpose or possession. Furthermore, in the event that Lender shall acquire Landlord's interest in the Property, Lender shall have no obligation, nor incur any liability, beyond Lender's then equity interest, if any, in the Property, and Tenant shall look exclusively to such equity interest of Lender, if any, in the Property for the payment and discharge of any obligations or liability imposed upon Lender hereunder, under the Lease (or under any new lease with Tenant), and Lender is hereby released and relieved of any other obligations or liability hereunder, under the Lease or under any such new lease. Lender shall not, either by virtue of the Loan Documents or this Agreement, be or become a mortgagee in possession or be or become subject to any liability or obligation under the Lease or otherwise until Lender shall have acquired the Landlord's interest in the Property and then such liability or obligation of Lender under the Lease (as modified by the terms of this Agreement) shall extend only to those liability or obligations accruing subsequent to the date that Lender has acquired Landlord's interest in the Property. Without limiting the generality of the foregoing, neither the Loan Documents nor this Agreement shall, prior to Lender's acquisition of Landlord's interest in the Property, operate to place responsibility for the control, care, management or repair of the Property upon Lender or impose upon Lender responsibility for the carrying out of any of the terms or conditions of the Lease, and Lender shall not be responsible or liable for any waste committed on either the Premises or the Property by any party whatsoever, for any dangerous or

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defective condition of the Property or for any negligence in the management, upkeep, repair or control of either the Premises or the Property.

6. Severability. 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.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

8. Notices. So long as the Mortgage remains outstanding and unsatisfied, Tenant will mail or deliver to Lender, at the address and in the manner hereinbelow provided, a copy of all notices permitted or required to be given to the Landlord by Tenant under and pursuant to the terms and provisions of the Lease. All notices or other communications required or permitted to be given pursuant to the provisions hereof shall be in writing and shall be considered as properly given if (i) mailed to the addressee by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the addressee, or (iii) by delivery to a third party commercial delivery service for same day or next day delivery to the office of the addressee with proof of delivery. Notice so given shall be effective, as applicable, upon (i) the third (3rd) day following the day such notice is deposited with the U.S. Postal Service, (ii) delivery to the addressee, or (iii) upon delivery to such third party delivery service. Notice given in any other manner shall be effective only if and when received by the addressee. For purposes of notice, the addresses of the parties shall be:

Lender: ~~Citigroup Global Markets Realty Corp.~~ ^{Albany, N.A.}
 388 Greenwich Street
 19th Floor
 New York, New York 10013
 Attention: CMBS Real Estate Legal Notices

Landlord: ASLAN/ZCOF 200 S. WACKER, L.L.C.
 c/o Transwestern Investment Company, L.L.C.
 150 North Wacker Drive
 Suite 800
 Chicago, Illinois 60606

c/o Zell Credit Opportunities Master Fund L.P.
 2 N. Riverside Plaza, Suite 600
 Chicago, IL 60606

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Tenant: E. C. Ziegler & Company
Anwalde David Senior Mortgage Lender/Corporate Counsel
Suite 2000
Chicago, IL 60606

Notwithstanding the foregoing, any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other parties in the manner set forth herein.

9. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, successors-in-title and assigns. Without limitation of any provision contained herein, as used herein, the term (i) "landlord" refers to Landlord and to any successor to the interest of Landlord under the Lease and (ii) "Lender" refers to Lender and to any assignee of the note secured by the Mortgage and Lender's servicer of the Loan, if any.

10. Tenant's Personal Property. In no event shall the Mortgage cover or encumber (and shall not be construed as subjecting in any manner to the lien thereof) any of Tenant's moveable trade fixtures, business equipment, furniture, signs or other personal property at any time placed on or about the Premises.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.

12. Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first above written.

LENDER:

~~CITIGROUP GLOBAL MARKETS REALTY CORP.~~

Citibank, N.Y.

By: [Signature]
its Authorized Signatory

TENANT:

B.C. ZIEGLER & COMPANY

a Wisconsin corporation

By: [Signature]
Name: David M. Kitzler
Title: Director + CEO

LANDLORD:

ASLAN/ZCOF 200 S. WACKER, L.L.C., a Delaware limited liability company

By: _____
Name: _____
Title: _____

_____, as guarantor of the obligations of Tenant under the Lease, has executed this Agreement under seal for the purpose of acknowledging and consenting to the same.

GUARANTOR:

a _____

By: _____
Name: _____
Title: _____

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first above written.

LENDER:

~~CITIGROUP GLOBAL MARKETS REALTY CORP.~~
Citibank, N.A. *JK*

By: _____
its Authorized Signatory

TENANT:

B.C. ZIEGLER & COMPANY
a Wisconsin corporation

By: *[Signature]*
Name: David M. Kafza
Title: Director & CEO

LANDLORD:

ASLAN/ZCOF 200 S. WACKER, L.L.C., a Delaware limited liability company

By: *[Signature]*
Name: Timothy E. McChesney
Title: Managing Director

_____, as guarantor of the obligations of Tenant under the Lease, has executed this Agreement under seal for the purpose of acknowledging and consenting to the same.

GUARANTOR:

a _____

By: _____
Name:
Title:

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STATE OF New York §

COUNTY OF New York §

This instrument was ACKNOWLEDGED before me on June 1, 2011, by
Ana Rosu, as
Authorized Signatory of
Citibank NA, a national association on
behalf of said national association

[S E A L]

My Commission Expires:


Notary Public - State of _____

Printed Name of Notary Public

TRACEY SPIRITUS
Notary Public, State of New York
No. 01SP6128005
Qualified in Nassau County
Commission Expires June 6, 2013

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STATE OF Illinois §
 §
COUNTY OF Cook §

This instrument was acknowledged before me on the 9th day of June,
2011, by Kolman, David of
B.C. Ziegler and Company, a Tenant/Wisconsin Corp., on
behalf of said firm.

[S E A L]

Notary Public - State of IL

My Commission Expires:
March 11, 2014

Printed Name of Notary Public
Jacqueline S. Paredes *[Signature]*



STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was ACKNOWLEDGED before me on _____, _____, by
_____ as
_____ of
_____, a _____, on
behalf of said _____.

[S E A L]

Notary Public - State of _____

My Commission Expires:

Printed Name of Notary Public

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STATE OF §
§
COUNTY OF §

This instrument was acknowledged before me on the 19th day of May, 2011, by Karzan, David of B.C. Ziegler and Company, a Texas/Wisconsin Corp, on behalf of said firm.

[S E A L]

My Commission Expires:
March 11, 2011

Notary Public - State of IL

Printed Name of Notary Public



STATE OF Illinois §
§
COUNTY OF Cook §

This instrument was ACKNOWLEDGED before me on 8th June 2011, by Timothy McChesney as Managing Director of Transwestern Investment Company, on behalf of said Aslan / ZCOMP 200.S. WALKER, LLC.

[S E A L]

My Commission Expires:
11/24/2012

Notary Public - State of IL

Printed Name of Notary Public



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EXHIBIT A

THAT PART OF LOTS 13 AND 14 IN BLOCK 83 IN RESUBDIVISION OF BLOCKS 83, 92 AND 140 IN SCHOOL SECTION ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH EAST CORNER OF SAID LOT 13, THENCE SOUTH 90 DEGREES WEST ALONG THE NORTH LINE OF SAID LOT 13 (ALSO BEING THE SOUTH LINE OF WEST ADAMS STREET), 54.00 FEET TO THE WEST LINE OF SOUTH WACKER DRIVE, AS DEDICATED, AND THE PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE SOUTH 0 DEGREES 13 MINUTES 30 SECONDS EAST ALONG THE WEST LINE OF SOUTH WACKER DRIVE, 166.04 FEET TO THE SOUTH LINE OF SAID LOT 14 (ALSO BEING THE NORTH LINE OF WEST QUINCY STREET); THENCE NORTH 89 DEGREES 57 MINUTES 40 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 14, 148.00 FEET TO A POINT; THENCE NORTH 9 DEGREES 47 MINUTES 46 SECONDS WEST, 84.20 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 14; THENCE NORTH 10 DEGREES 27 MINUTES 59 SECONDS WEST, 84.36 FEET TO THE NORTH LINE OF SAID LOT 13; THENCE NORTH 90 DEGREES EAST ALONG THE NORTH LINE OF SAID LOT 13, 177.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

17-16-216-007-0000
PA: 200 S Wacker
Chicago, IL

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EXHIBIT B

DESCRIPTION OF LEASE (INCLUDING ALL AMENDMENTS)

- A) Office Lease Agreement dated 4/11/07
- B) Commencement Date Letter dated 10/25/07
- C) First Amendment to Office Lease Agreement dated 2/22/08
- D) Storage Space License Agreement dated 7/18/08
- E) Sublease Agreement dated 4/30/10
- F) Consent to Sublease dated 4/30/10

Property of Cook County Clerk's Office