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**RECORDING REQUESTED BY AND
WHEN RECORDED PLEASE RETURN TO:
STROOCK & STROOCK & LAVAN LLP
180 MAIDEN LANE
NEW YORK, NEW YORK 10038
ATTN: BRIAN DIAMOND, ESQ.**

Doc#: 1134349020 Fee: \$64.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/09/2011 02:48 PM Pg: 1 of 15

(SPACE ABOVE THIS LINE FOR RECORDERS USE)

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement"), is entered into as of the 5th day of NOV, 2011, by and among **Kuehne + Nagel, Inc.**, a Corporation, with offices at **Elk Grove #1, 1001-1101 Busse Road, Elk Grove Village, IL 60007** ("Tenant"), **PROLOGIS**, a Maryland real estate investment trust, formerly known as **PROLOGIS TRUST**, a Maryland real estate investment trust, having its principal office c/o Prologis Trust, 4545 Airport Way, Denver, Colorado 80239 ("Landlord"), and **PRO-INDUSTRIAL FUNDING COMPANY, INC.** ("Lender"), a Delaware corporation, having an office c/o JPMorgan Chase Bank, National Association, 270 Park Avenue, 9th Floor, New York, New York 10017 ("Lender").

WITNESSETH.

WHEREAS, this Agreement affects the Property described in Exhibit A attached hereto;

WHEREAS, the terms "Tenant", "Landlord", "Lender", "Premises", "Lease", "Property", "Loan", "Assignment of Leases and Rents", "Note", and "Mortgage" are defined in the Schedule of Definitions attached hereto as Exhibit B;

WHEREAS, Landlord and Tenant have entered into the Lease covering the Premises in the Property;

WHEREAS, the parties hereto desire to expressly confirm the subordination of the Lease to the Mortgage and the Assignment of Leases and Rents, it being a condition of the Loan that the Mortgage and the Assignment of Leases and Rents be at all times prior and superior to the leasehold interests and estate created by the Lease; and

WHEREAS, Tenant has requested that Lender agree not to disturb Tenant's possessory rights in the Premises in the event Lender should foreclose the Mortgage or the Assignment of Leases and Rents or Lender should otherwise come into possession of the Premises and, provided that Tenant is not then in default under the Lease and provided further that Tenant attorns to Lender or the purchaser at any foreclosure sale of the Property or purchaser

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in lieu of foreclosure, Lender is willing to agree to such request, upon and subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of other good and valuable consideration, the parties agree as follows:

1. Subordination.

Anything to the contrary in the Lease notwithstanding, the Lease and the leasehold estate created thereby, and all of Tenant's rights thereunder, are and shall be and shall at all times remain subject, subordinate and inferior to the Mortgage and the Assignment of Leases and Rents and all rights of Lender thereunder and to any and all renewals, revisions, modifications, consolidations, replacements and extensions thereof. This Agreement will have the same force and effect as if the Mortgage and the Assignment of Leases and Rents have been recorded prior to the Lease or any notice thereof.

2. Acknowledgment and Agreement by Tenant.

Tenant acknowledges and agrees that:

(a) Tenant has been advised of the existence of the Mortgage and the agreements evidencing and securing the Loan; and

(b) From and after the date hereof, in the event of any act or omission by Landlord which would give Tenant the right, either immediately or after the lapse of time, to terminate the Lease, to claim a partial or total eviction, to withhold any rent, and/or to otherwise refuse to meet any of Tenant's obligations to perform under the Lease, Tenant will not exercise any such right:

(i) until it has given written notice of such act or omission to Lender; and

(ii) until the same period of time as is given to Landlord under the Lease to cure such act or omission and an additional period of time of thirty (30) days for a monetary default, or for any other default, the number of days reasonably required for Lender to obtain possession of the Property and to cure such default (but in no event less than an additional thirty (30) day period), shall have elapsed following Lender's receipt of such notice.

(c) Tenant has notice that the Lease and the rents and all other sums due thereunder have been assigned or are to be assigned to Lender as security for the Loan secured by the Mortgage and the Assignment of Leases and Rents. In the event Lender notifies Tenant of the occurrence of an Event of Default under the Mortgage and demands that Tenant pay its rents and all other sums due or to become due under the Lease directly to Lender, Tenant shall honor such demand and pay its rent and all other sums due under the Lease directly to Lender or as otherwise authorized in writing by Lender. Landlord hereby irrevocably authorizes Tenant to make the foregoing payments to Lender upon such notice and demand.

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(d) Tenant shall send a copy of any notices given Landlord under the Lease to Lender at the same time and in the same manner such notice is sent to Landlord.

(e) Within ten (10) days after Lender's request, Tenant shall deliver to Lender and/or to any person designated by Lender, estoppel certificates executed by Tenant, in recordable form, certifying (if such be the case) that the Lease is in full force and effect, the date and amount of Tenant's most recent payment of rent, that there are no defenses or offsets outstanding under the Lease (or stating those claimed by Tenant, as the case may be) and such other information about Tenant or the Lease as Lender may reasonably request.

(f) This Agreement satisfies any condition or requirement in the Lease relating to the granting of a nondisturbance agreement.

(g) Tenant shall not agree to any amendment or modification of the Lease without Lender's prior written consent, which consent may be given or withheld at Lender's absolute discretion.

(h) Anything in the Lease to the contrary notwithstanding, in the event that Lender shall acquire title to, or shall take possession of, the Premises or the Property, Lender shall have no obligation, nor incur any liability, beyond Lender's then interest, if any, in the Premises and Tenant shall look exclusively to such interest of Lender, if any, in the Premises for the payment and discharge of any obligations imposed upon Lender hereunder or under the Lease and Lender is hereby released and relieved of any other obligations hereunder and under the Lease. Tenant agrees that with respect to any money judgment which may be obtained or secured by Tenant against Lender, Tenant shall look solely to the estate or interest owned by Lender in the Premises or the Property of which the Premises are a part and Tenant shall not collect or attempt to collect any such judgment out of any other assets of Lender or Lender's shareholders, principals, officers, directors, agents or employees.

3. Nondisturbance, Attornment and New Lease

(a) In the event Lender shall come into possession of or acquire title to the Premises as a result of the enforcement or foreclosure of the Mortgage, the Note or the Assignment of Leases and Rents, or by means of the delivery to Lender of a deed-in-lieu of foreclosure, or as a result of any other means:

(i) Lender agrees that Tenant shall not be disturbed in its possession of the Premises for any reason other than one which would entitle the Landlord to terminate the Lease, under its terms or at law or in equity, or would cause, without any further action by such Landlord, the termination of the Lease, or would entitle such Landlord to dispossess the Tenant from the Premises; provided, however, that at the time Lender comes into possession of, or acquires title to, the Premises, Tenant is not in default under the Lease and that no event has occurred and no condition then exists which, with the passage of time or the giving of notice, or both, would entitle the Landlord to terminate the Lease under its terms or would cause, without any further action of such Landlord, the termination of the Lease, or would entitle such Landlord to dispossess the Tenant from the Premises; and

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(ii) Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if Lender were the Landlord under the Lease, and Tenant does hereby attorn to Lender as its Landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Lender coming into possession of, or acquiring title to, the Premises. Tenant agrees, however, upon the election of and written demand by Lender, within sixty (60) days after Lender receives title to the Premises, to execute an instrument in confirmation of the foregoing provisions, satisfactory to the Lender, in which Tenant shall acknowledge such attornment and shall set forth the terms and conditions of its tenancy.

(b) In the event any person or entity other than Lender shall come into possession of or acquire title to the Premises as a result of the enforcement or foreclosure of the Mortgage, the Note or the Assignment of Leases and Rents, or in the event that Landlord conveys its estate in the Premises to any person or entity other than Lender, or in the event that Landlord's estate in the Premises passes to a person or entity other than Lender by operation of law or any other means (such person or entity being referred to hereinafter as a "Successor Owner"), then in any of said events:

(i) Tenant shall not be disturbed in its possession of the Premises by such Successor Owner for any reason other than one which would entitle the Landlord to terminate the Lease, under its terms or at law or in equity, or would cause, without any further action by such Landlord, the termination of the Lease, or would entitle such Landlord to dispossess the Tenant from the Premises; provided, however, that at the time such Successor Owner comes into possession of, or acquires title to, the Premises, Tenant is not in default under the Lease and that no event has occurred and no condition then exists which, with the passage of time or the giving of notice, or both, would entitle the Landlord to terminate the Lease under its terms or would cause, without any further action of such Landlord, the termination of the Lease, or would entitle such Landlord to dispossess the Tenant from the Premises; and

(ii) Tenant shall be bound to such Successor Owner under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if such Successor Owner were the Landlord under the Lease, and Tenant does hereby attorn to such Successor Owner as its Landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon such Successor Owner coming into possession of, or acquiring title to, the Premises. Tenant agrees, however, upon the election of such Successor Owner, within sixty (60) days after such Successor Owner receives title to the Premises, to execute an instrument in confirmation of the foregoing provisions, satisfactory to such Successor Owner, in which Tenant shall acknowledge such attornment and shall set forth the terms and conditions of its tenancy.

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(c) In the event Lender or any Successor Owner shall come into possession of or acquire title to the Premises, as aforesaid, neither Lender nor such Successor Owner shall be:

(i) liable for any act, omission or default of any prior landlord under the Lease (including, without limitation, Landlord); or

(ii) subject to any offsets or defenses which Tenant might have against any prior landlord under the Lease (including, without limitation, Landlord); or

(iii) bound by any rent or additional rent which Tenant might have paid more than thirty (30) days in advance of the due date therefor to any prior landlord under the Lease (including, without limitation, Landlord) or by any security deposit, cleaning deposit or other prepaid charge which Tenant might have paid in advance to any prior landlord under the Lease (including, without limitation, Landlord); or

(iv) bound by any amendment or modification of the Lease made without Lender's written consent; or

(v) bound by any agreement of any landlord under the Lease (including, without limitation, Landlord) with respect to the completion of any improvements at the Property or the Premises or for the payment or reimbursement to Tenant of any contribution to the cost of the completion of any such improvements.

(d) New Lease. Tenant agrees, upon demand of Lender or any Successor Owner which shall have come into possession or acquired title to the Premises, as aforesaid, to execute a lease of the Premises (as tenant) with Lender or such Successor Owner (as landlord) upon the same terms and conditions as the Lease between Tenant and Landlord, which lease shall cover any unexpired term of the Lease existing at the time of such conveyance of title.

4. Acknowledgment and Agreement by Landlord.

Landlord, as landlord under the Lease and mortgagor under the Mortgage, acknowledges and agrees for itself and its heirs, successors and assigns, that:

(a) This agreement does not: (i) constitute a waiver by Lender of any of its rights under the Mortgage and the Assignment of Leases and Rents and/or (ii) in any way release Landlord from its obligations to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Mortgage and the Assignment of Leases and Rents.

(b) The provisions of the Mortgage and the Assignment of Leases and Rents remain in full force and effect and must be complied with by Landlord.

(c) In the event Lender notifies Tenant of the occurrence of any Event of Default under the Mortgage and demands that Tenant pay its rent and all other sums due under the Lease directly to Lender, Tenant shall have the right and obligation to pay all such rent and

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other sums due under the Lease directly to Lender or as otherwise authorized in writing by Lender.

(d) Except as permitted by Section 3.1(b) and 3.2(b) of the Security Instrument, Landlord shall not agree to any amendment or modification of the Lease without Lender's prior written consent, which consent may be given or withheld at Lender's absolute discretion.

(e) Except as permitted by Section 3.1(b) and 3.2(b) of the Security Instrument, Landlord shall not consent to any assignment or subletting of the Lease or Premises without Lender's prior written consent, which consent may be given or withheld at Lender's absolute discretion.

5. Miscellaneous.

(a) Any notice, demand, consent, approval, direction, agreement or other communication (any "Notice") required or permitted hereunder or under any other documents in connection herewith shall be in writing and shall be addressed to the parties hereto at their addresses shown on Exhibit B hereto. All Notices shall be (i) personally delivered (including delivery by Federal Express or other comparable nation-wide overnight courier service) to the aforementioned addresses, in which case they shall be deemed delivered on the date of delivery or the first business day thereafter if delivered other than on a business day or after 5:00 p.m. New York City time) to said offices; (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the delivery date shown on the receipt unless delivery is refused or delayed by the addressee in which event they shall be deemed delivered on the date of deposit in the U.S. Mail; or (iii) sent by means of a facsimile transmittal machine, in which case they shall be deemed delivered on the date of receipt with receipt thereof confirmed by telephonic acknowledgment or first business day thereafter if delivered other than on a business day or after 5:00 p.m. New York City time.

(b) This Agreement shall bind and inure to the benefit of all of the parties hereto, their successors and assigns; provided, however, that in the event of the assignment or transfer of the interest of Lender hereunder, all obligations and liabilities of Lender under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom Lender's interest is assigned or transferred; and provided further that the interest of Tenant under this Agreement may not be assigned or transferred.

(c) This Agreement shall be governed by and construed with the law of the State of New York.

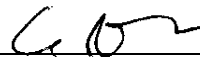
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

TENANT:

WITNESS:

Kuehne + Nagel, Inc.,
a New York Corporation

By: 
Name: Lauren Pittelli
Title: Regional Vice President

LANDLORD:

WITNESS:

PROLOGIS, a Maryland real estate investment trust

By: 
Name: Michael Blair
Title: Managing Director and Deputy General Counsel

LENDER:

WITNESS:

PRO-INDUSTRIAL FUNDING COMPANY, INC., a Delaware corporation

By: _____
Name:
Title:

ACKNOWLEDGMENTS ON NEXT PAGE

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

TENANT:

WITNESS:

a _____

By: _____
Name:
Title:

LANDLORD:

WITNESS:

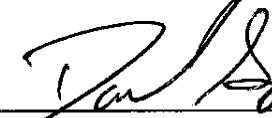
PROLOGIS, a Maryland real estate investment trust

By: _____
Name:
Title:

LENDER:

WITNESS:

PRO-INDUSTRIAL FUNDING COMPANY, INC., a Delaware corporation

By: 
Name: Daniel T. Sang
Title: Vice President

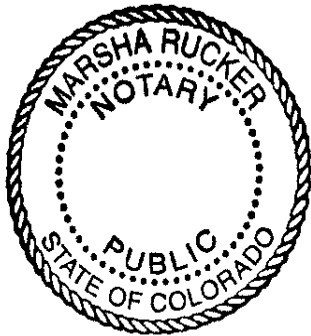
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[LANDLORD ACKNOWLEDGMENT PAGE]

STATE OF Colorado)
)ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 5 day of Dec., 2011 by Michael T. Blair, as _____ of PROLOGIS, a Maryland real estate investment trust on behalf of said trust. He/she is personally known to me or has produced a Driver's License as identification.



My Commission Expires 01/13/2015

My Commission Expires: 01-13-2015

Marsha Rucker
Print Name: Marsha Rucker
Title: Administrative Assistant
Commission No. 20164050306
(if any)

ACKNOWLEDGMENTS CONTINUED ON NEXT PAGE

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LEGALLY DESCRIBED AS FOLLOWS:

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS: THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENCUMBRANCES) ATTACHED HERETO, CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: LASALLE BANK NATIONAL ASSOCIATION AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 3, 1989 AND KENNETH AS TRUST MANAGER LESOR-1, AS LESSOR, AND ASSIGNED TO SBB PARTNERS L.L.C. A DELAWARE LIMITED LIABILITY COMPANY AS LESSEE, NOT DATED, WHICH LEASE WAS RECORDED - AS DOCUMENT # 2008111871 WHICH LEASE DENOTES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING " AND ENDING ".

ASSIGNED TO ROLLEY CORPORATION, DISCLOSED BY ALTA STATEMENT DATED SEPTEMBER 18, 2008, AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSONS OR PARTY, CLAIMING BY THROUGH OF UNDER THE LESSEES.

SEMI-ANNUAL CERTIFICATE AND SUBORDINATION AGREEMENT DATED AUGUST 11, 2008 AND RECORDED AUGUST 17, 2008 AS DOCUMENT NO. 0858914189 BY AND BETWEEN ROLLEY CORPORATION, SBB PARTNERS L.L.C. AND AMERICAN CHASE BANK, N.A.

LOT 89 IN CENTER INDUSTRIAL PARK UNIT NO. 10, BEING A SUBDIVISION IN SECTION 28, TOWNSHIP #1 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING FROM SAID LOT 89 THAT PART THEREOF LYING NORTHWEST OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 89 WHICH IS 21.24 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 89 AND WHICH IS NORMALLY DISTANT 20 FEET SOUTHWEST OF THE EAST LINE OF LANDOWNER ROAD, THENCE NORTHWESTERLY ALONG A LINE PARALLEL WITH AND DISTANT 20 FEET SOUTHWESTERLY OF SAID SOUTH LINE OF LANDOWNER ROAD, A DISTANCE OF 175.80 FEET TO AN ANGLE OF 11 DEGREES WESTERLY ALONG A STRAIGHT LINE FORMING AN ANGLE OF 18 DEGREES, 43 MINUTES AND 42 SECONDS WESTERLY ALONG A STRAIGHT LINE EXTENDING A DISTANCE OF 238.88 FEET TO A POINT ON THE WEST LINE OF LOT 89 DISTANT 30 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 89, IN COOK COUNTY, ILLINOIS.

ALSO EXCEPT THAT 10% OF SAID LOT 89 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 89 APFORESAID, THENCE ON AN ASSUMED BEARING SOUTH 1 DEGREE 11 MINUTES 21 SECONDS EAST, 33.00 FEET TO THE SOUTH LINE OF LANDOWNER ROAD AS INDICED AND FROM A POINT OF BEGINNING, THENCE NORTH 86 DEGREES 39 MINUTES 00 SECONDS EAST ALONG SAID SOUTH LINE OF LANDOWNER ROAD AS INDICED, 13.00 FEET, THENCE SOUTH 43 DEGREES 42 MINUTES 10 SECONDS WEST, 21.25 FEET TO THE WEST LINE OF LOT 89 APFORESAID, THENCE NORTH 1 DEGREE 11 MINUTE 21 SECONDS WEST ALONG SAID WEST LINE OF LOT 89, A DISTANCE OF 13.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 644,380 SQ. FT. OR 14.7929 ACRES

THE FOREGOING LEGAL DESCRIPTION DESCRIBES THE SAME PROPERTY AS SHOWN BY SKETCH A OF TITLE INSURANCE COMMITMENT NUMBER 1401 BOUNDARY TO BE HAVING AN EFFECTIVE DATE OF MAY 28, 2008 AS PREPARED BY CHICAGO TITLE INSURANCE COMPANY.

THE SUBJECT PROPERTY ADJACES LANDOWNER ROAD (A PUBLIC STREET) ON THE NORTH AND ADJACES BUSSE ROAD (A PUBLIC STREET) ON THE WEST. DIRECT ACCESS IS PROVIDED VIA THE APFORESAID STREETS.

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O'Hare #1 (Illinois)

EXHIBIT A

LOT 99 IN CENTEX INDUSTRIAL PARK UNIT NO. 10, BEING A SUBDIVISION IN SECTION 26, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCEPTING FROM SAID LOT 99 THAT PART THEREOF LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 99 WHICH IS 21.24 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 99 AND WHICH IS NORMALLY DISTANT 20 FEET SOUTHERLY OF THE SOUTH LINE OF LANDMEIER ROAD; THENCE NORTHWESTERLY ALONG A LINE PARALLEL WITH AND DISTANT 20 FEET SOUTHWESTERLY OF SAID SOUTH LINE OF LANDMEIER ROAD, A DISTANCE OF 175.20 FEET TO AN ANGLE POINT, THENCE WESTERLY ALONG A STRAIGHT LINE FORMING AN ANGLE OF 19 DEGREES, 40 MINUTES TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 559.52 FEET TO A POINT ON THE WEST LINE OF LOT 99 DISTANT 35 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 99, IN COOK COUNTY, ILLINOIS.

ALSO EXCEPT THAT PART OF SAID LOT 99 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 99 AFORESAID, THENCE ON AN ASSUMED BEARING SOUTH 1 DEGREES 11 MINUTES 31 SECONDS EAST, 35.00 FEET TO THE SOUTH LINE OF LANDMEIER ROAD AS WIDENED AND FOR A POINT OF BEGINNING; THENCE NORTH 88 DEGREES 36 MINUTES 00 SECONDS EAST ALONG SAID SOUTH LINE OF LANDMEIER ROAD AS WIDENED, 15.00 FEET, THENCE SOUTH 43 DEGREES 42 MINUTES 14 SECONDS WEST, 21.25 FEET TO THE WEST LINE OF LOT 99 AFORESAID, THENCE NORTH 1 DEGREES 11 MINUTES 31 SECONDS WEST ALONG SAID WEST LINE OF LOT 99, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

PROPERTY ADDRESS: 1001-1101 Busse Road,
Elk Grove Village, Illinois 60007

P.I.N 08-26-303-014-0000

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EXHIBIT B

SCHEDULE OF DEFINITIONS

“Lender” means Pro-Industrial Funding Company, Inc., a Delaware corporation. All notices to Lender shall be sent to:

Pro-Industrial Funding Company, Inc.
 c/o JPMorgan Chase Bank, National Association
 270 Park Avenue, 9th Floor
 New York, New York 10017
 Attention: Daniel Sang
 E-Mail: Daniel.t.sang@jpmorgan.com
 And
 Attention: Private Placements Team
 E-Mail: AMS.Private.Placements.DE@jpmorgan.com

and a copy to:

Stroock & Stroock & Lavan LLP
 180 Maiden Lane
 New York, New York 10038
 Attention: Brian Diamond, Esq.
 E-Mail: bdiamond@stroock.com

“Assignment of Leases and Rents” means an Assignments of Leases and Rents, dated as of _____, encumbering the Property, executed by _____, as assignor, to Lender, as assignee, as the same may be amended, modified or otherwise altered, securing repayment of the Loan evidenced by the Note and securing certain other obligations, recorded or to be recorded in the public records of [_____] County.

“Mortgage” means a [Deed of Trust, Fixture Filing and Security Agreement] [Deed to Secure Debt and Security Agreement and Assignment of Leases and Rents] [Mortgage and Security Agreement], dated as of _____, encumbering the Property, executed by _____, as Mortgagor, to Lender, as Mortgagee, as the same may be amended, modified, extended, consolidated, split or restated, securing repayment of the Loan evidenced by the Note and securing certain other obligations, recorded or to be recorded in the public records of [_____] County.

“Landlord” means Prologis Trust, a Maryland real estate investment trust. All notices to Landlord shall be sent in accordance with the terms of the Lease.

“Lease” means that certain lease, dated **December 7, 2009**, between Landlord and Tenant, **as amended by First Amendment dated December 21, 2009**, covering the Premises.

“Loan” means a first mortgage loan from Lender to Landlord in the original principal amount of \$200,000,000.00.

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“Note” means that certain Mortgage Note executed by Landlord in favor of Lender dated as of March 29, 1999 in the original principal amount of \$200,000,000.00, as the same may be amended, modified, extended, consolidated, split or restated.

“Premises” means certain space consisting of approximately **152,815** square feet in the improvements which are located upon the Property, as more fully described in the Lease.

“Property” means the real property commonly known as Elk Grove #1 and more particularly described in Exhibit A to the Agreement to which this Schedule is attached, together with the improvements thereon.

“Tenant” means **Kuehne + Nagel, Inc.**, a _____ **Corporation.** All notices to Tenant shall be sent to:

Kuehne + Nagel, Inc.
Lauren Carribean

1001 Busse Road, Elk Grove Village, IL 60007