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Cook County Recorder of Deeds
Date: 03/13/2013 01:15 PM Pg: 1 of 9

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

CHICAGO SMSA LIMITED PARTNERSHIP
d/b/a VERIZON WIRELESS,
Tenant
AND

CIBC INC.,
Lender

Premises: Poplar Creek Shopping Center
SW Corner of Route 59 and 72
Hoffman Estates, Illinois

Dated: as of March 6, 2013

Prepared by,
Record and return by mail to:

CASSIN & CASSIN LLP
711 Third Avenue, 20th Floor
New York, New York 10017
Attention: Michael J. Hurley, Jr., Esq.

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT

THIS AGREEMENT made as of this 6th day of March, 2013, by and among DEBARTOLO DEVELOPMENT, LLC, a Delaware limited liability company, and/or its successors and assigns ("Landlord"), CIBC INC., a Delaware corporation ("Lender"), and CHICAGO SMSA LIMITED PARTNERSHIP d/b/a VERIZON WIRELESS ("Tenant").

RECITALS:

A. Tenant has executed that certain lease dated June 26, 2007 (the "Lease"), with W2001 VHE REALTY, L.L.C., predecessor-in-title to Landlord, as lessor, covering the premises described in the Lease consisting of approximately a 3,400 square foot space (the "Premises") in that certain building located at Poplar Creek Shopping Center, Hoffman Estates, Illinois (the "Property") and more particularly described in Exhibit A attached hereto and made a part hereof by this reference; and

B. Lender has made (or agreed to make) a loan to Landlord secured by a mortgage or deed of trust encumbering the Property and an assignment of Landlord's interest in the Lease (said mortgage or deed of trust and assignment of leases, together with any amendments, renewals, increases, modifications, substitutions or consolidations of either of them, collectively, the "Security Instrument"); and

C. Tenant and Lender desire to confirm their understanding with respect to the Lease and the Security Instrument, and to have Landlord confirm its agreement therewith.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and agreements contained herein, the parties hereto agree as follows:

1. The Lease and any extensions, modifications or renewals thereof, including but not limited to any option to purchase, right of first refusal to purchase or right of first offer to purchase the Property or any portion thereof, if any, is and shall continue to be subject and subordinate in all respects to the Security Instrument and the lien created thereby.

2. So long as Tenant is not in default under the Lease, Lender shall not disturb Tenant's possession and occupancy of the Premises during the term of the Lease.

3. If Lender or its nominee or designee, or another purchaser of the Property upon a Foreclosure (any such person or entity, a "Successor Owner") succeeds to the interest of Landlord under the Lease, subject to Tenant's performance of its obligations under the Lease, the Lease will continue in full force and effect. Thereupon, Successor Owner shall recognize the Lease and Tenant's rights thereunder and Tenant shall make full and complete attornment to Successor Owner as substitute landlord upon the same terms, covenants and conditions as provided in the Lease, including, but not limited to, any option to purchase, right of first refusal to purchase or right of first offer to purchase the Property as may be provided in the Lease. Notwithstanding the foregoing, Tenant agrees that any such option, right of first refusal or right of first offer to purchase the Property or any portion thereof, as may be provided in the Lease shall not apply to any Foreclosure, as defined herein, and shall not apply to any transfer of the Property by Successor Owner following such Foreclosure. In consideration of the foregoing, Lender agrees that any such option, right of first refusal or right of first offer shall not be terminated by any Foreclosure or conveyance of the Property by Successor Owner following such Foreclosure; rather, any such option, right of first refusal or right of first offer shall remain as an obligation of any party acquiring the Property following the conveyance of the Property by Successor Owner following such Foreclosure. Furthermore, Tenant expressly confirms to Lender that any acquisition of title to all or any portion of the Property pursuant to Tenant's exercise of any option, right of first refusal or right of first offer contained in the Lease shall result in Tenant taking title subject to the lien of the Security Instrument.

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4. Tenant agrees that, if Successor Owner shall succeed to the interest of Landlord under the Lease, Successor Owner shall not be:

- (a) liable for any prior act or omission of Landlord or any prior landlord or consequential damages arising therefrom; or
- (b) subject to any offsets or defenses which Tenant might have as to Landlord or any prior landlord unless Lender has failed to cure any default by Landlord as herein provided; or
- (c) required or obligated to credit Tenant with any rent or additional rent for any rental period beyond the then current month which tenant might have paid Landlord; or
- (d) bound by any amendments or modifications of the Lease made without Lender's or Successor Owner's prior written consent which increases Landlord's obligations, reduces base rent or additional rent payable under the lease or otherwise reduces Tenant's obligations under the lease; or
- (e) liable for refund of all or any part of any security deposit unless such security deposit shall have been actually received by Lender.

5. Tenant agrees that, without the prior written consent of Lender in each case, Tenant shall not (a) make a prepayment of any base rent or additional rent more than one (1) month in advance of the due date thereof, or (b) subordinate or permit the subordination of the Lease to any lien subordinate to the Security Instrument. Any such purported action without such consent shall be void as against the holder of the Security Instrument.

6. To the extent that the Lease shall entitle Tenant to notice of the existence of any Security Instrument and the identity of any mortgagee or any ground lessor, this Agreement shall constitute such notice to Tenant with respect to the Security Instrument and Lender.

7. Upon and after the occurrence of a default under the Security Instrument, which is not cured after any applicable notice and/or cure periods, Lender shall be entitled, but not obligated, to require that Tenant pay all rent under the Lease as directed by Lender, which payment shall, to the extent made, satisfy the obligations of Tenant under the Lease. Landlord agrees to hold Tenant harmless with respect to any such payments made by Tenant to Lender.

8. Nothing in this Agreement shall impose upon Lender any liability for the obligations of Landlord under the Lease unless and until Lender takes title to the Property. Anything herein or in the Lease to the contrary notwithstanding, in the event that a Successor Owner shall acquire title to the Property or the portion thereof containing the Premises, Successor Owner shall have no obligation, nor incur any liability, beyond Successor Owner's then interest, if any, in the Property, and Tenant shall look exclusively to such interest, if any, of Successor Owner in the Property for the payment and discharge of any obligations imposed upon Successor Owner hereunder or under the Lease, and Successor Owner is hereby released or relieved of any other liability hereunder and under the Lease. Tenant agrees that, with respect to any money judgment which may be obtained or secured by Tenant against Successor Owner, Tenant shall look solely to the estate or interest owned by Successor Owner in the Property, and Tenant will not collect or attempt to collect any such judgment out of any other assets of Successor Owner.

9. Except as specifically provided in this Agreement, Lender shall not, by virtue of this Agreement, the Security Instrument or any other instrument to which Lender may be party, be or become subject to any liability or obligation to Tenant under the Lease or otherwise.

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10. EACH OF TENANT, LENDER AND LANDLORD HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

11. The provisions of the Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors and assigns. The words, "Lender", "Landlord" and "Tenant" shall include their respective heirs, legatees, executors, administrators, beneficiaries, successors and assigns.

12. All notices and all other communication with respect to this Agreement shall be directed as follows: if to Lender, 425 Lexington Avenue, New York, New York 10017, Attention: Real Estate Group, or such other address as Lender may designate in writing to Tenant; and, if to Tenant, at the address set forth in the Lease or at such other address as tenant may designate in writing to Lender. All notices shall be in writing and shall be (a) hand-delivered, (b) sent by United States express mail or by private overnight courier, or (c) served by certified mail postage prepaid, return receipt requested, to the appropriate address set forth above. Notices served as provided in (a) and (b) shall be deemed to be effective upon delivery or upon refusal thereof. Any notice served by certified mail shall be deposited in the United States mail with postage thereon fully prepaid and shall be deemed effective on the day of actual delivery as shown by the addressee's return receipt or the expiration of three business days after the date of mailing, whichever is earlier in time.

13. This Agreement contains the entire agreement between the parties and no modifications shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party.

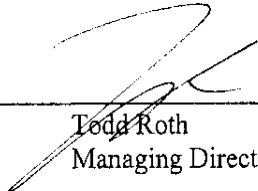
14. This Agreement may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties had signed the same document. All of such counterparts shall be construed together and shall constitute one instrument.

[no further text this page]

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

CIBC INC., a
Delaware corporation

By: 
Name: Todd Roth
Title: Managing Director

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STATE OF NEW YORK)
 : ss.:
 COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 01st day of March, 2013 by **TODD ROTH, MANAGING DIRECTOR** on behalf of **CIBC INC**, a Delaware limited liability company.

(SEAL)

 (Signature of Notary Public)
 My commission expires: _____
 (expiration date)

MICHAEL A. ROSENBERG
NOTARY PUBLIC-STATE OF NEW YORK
No. 02RO6177949
Qualified in Westchester County
My Commission Expires February 03, 2016

Property of Cook County Clerk's Office

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TENANT:

**CHICAGO SMSA LIMITED PARTNERSHIP
d/b/a Verizon Wireless**

By: Arthur S Fournier
Name: Arthur S. Fournier
Title: Director, Retail Real Estate
Midwest Area
Verizon Wireless 3-7-13

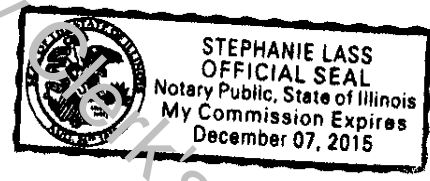
STATE OF Ill
COUNTY OF Kane

APPROVED AS
TO LEGAL FORM
3/7/13

On the 7th day of March in the year 2013, before me, the undersigned, personally appeared Arthur S Fournier, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me the he/she executed the same in his/her capacity as Director, Retail Real Estate of CHICAGO SMSA LIMITED PARTNERSHIP d/b/a VERIZON WIRELESS, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

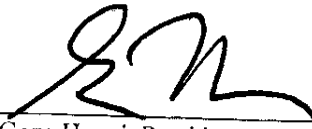
My commission expires: 12/7/15



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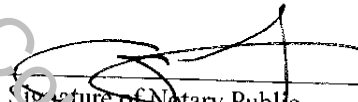
LANDLORD:

POPLAR CREEK CROSSING, LLC,
a Delaware limited liability company

By: 
Geza Henni, President

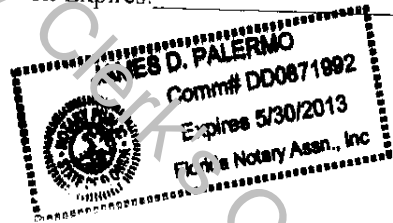
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 5th day of MARCH, 2013, by Geza Henni, as President of POPLAR CREEK CROSSING, LLC, a Delaware limited liability company, on behalf of such entity. He is personally known to me or has produced a _____ state driver's license, as identification.


Signature of Notary Public

(Print Notary Name)
My Commission Expires: _____

AFFIX NOTARY STAMP



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EXHIBIT A

Legal Description of Property

PARCEL 1:

LOT 1 IN POPLAR CREEK CROSSING RESUBDIVISION NO. 1 BEING A RESUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 ALL IN SECTION 33, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MAY 12, 2010 AS DOCUMENT 1013244050, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON- EXCLUSIVE EASEMENT FOR THE BENEFIT OF LOT 1 AS CREATED BY THE GRANT FROM TARGET CORPORATION, A CORPORATION OF MINNESOTA IN OPERATING AND EASEMENT AGREEMENT DATED FEBRUARY 23, 2005, RECORDED FEBRUARY 25, 2005 AS DOCUMENT 0505645134 OVER PORTIONS OF THE FOLLOWING LAND FALLING IN INGRESS AND EGRESS AREAS: LOT 1 IN THE POPLAR CREEK CROSSING SUBDIVISION RECORDED JUNE 28, 2007 AS DOCUMENT 0717922001.

SW Corner of Route 59 and 72
Hoffman Estates, Illinois
Tax ID No. 01-33-301-005-0000