



Doc#: 1410529072 Fee: \$64.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/15/2014 04:35 PM Pg: 1 of 14

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

WIRELESS CAPITAL PARTNERS, LLC
11900 W. Olympic Blvd, Suite 400
Los Angeles, California 90064
Attn: Servicing Manager
WCP #: 53302, 63675, and 82468

AFTER RECORDING, PLEASE RETURN TO:

Fidelity National Title Group
7130 Glen Forest Dr., Ste. 300
Richmond, VA 23226
Attn: M. Carter

NON-DISTURBANCE AGREEMENT

This Non-Disturbance Agreement (this "Agreement") is made as of 2/28/, 2012 (the "Effective Date") by and among Bridgeview Bank Group ("Lender"), Wireless Capital Partners, LLC, a Delaware limited liability company ("WCP"), and Three Thousand Cheltenham Partners, LLC, an Illinois limited liability company ("Landlord").

BOX 162 14105-60

A. Landlord, as lessor, and AT&T Corporation (as successor-in-interest to New Cingular Wireless PCS, LLC) ("AT&T"), as lessee, are parties to that certain Option and Structure Lease Agreement, dated as of February 15, 2006 (as amended and assigned, the "AT&T Lease") (a description of which is set forth on Exhibit A, attached hereto) for the lease of a portion or portions (such leased portion, the "AT&T Premises") of certain real property described on Exhibit B attached hereto (the "Property").

3008 E Cheltenham Place, Chicago, IL 60649

B. Landlord (as successor-in-interest to Chicago Title and Trust Company), as lessor, and T-Mobile, LLC ("T-Mobile"), as lessee, are parties to that certain Rooftop Lease with Option, dated as of September 15, 2002 (as amended and assigned, the "T-Mobile Lease") (a description of which is set forth on Exhibit C, attached hereto) for the lease of a portion or portions of the Property (such leased portion, the "T-Mobile Premises").

C. Landlord, as lessor, and Cricket Communications, Inc. (as successor-in-interest to Denali Spectrum Operations, LLC) ("Cricket"; together with AT&T, and T-Mobile, the "Tenants" and each, a "Tenant"), as lessee, are parties to that certain Rooftop Lease with Option, dated as of November 28, 2007 (as amended and assigned, the "Cricket Lease") (a description of which is set forth on Exhibit D, attached hereto) for the lease of a portion or portions of the Property (such leased portion, the "Cricket Premises").

D. Landlord has executed, in favor of Lender, (i) that certain Mortgage, dated as of December 27, 2010, and recorded on January 12, 2011 as Instrument Number 1101234076 (the "Mortgage"), and (ii) that certain Assignment of Rents, dated as of December 27, 2010, and recorded on January 12, 2011 as Instrument Number 1101234077 (the "ALR"; together with the Mortgage, the "Security Instruments" and each, a "Security Instrument"), which such Security Instruments encumber the Property.

E. Pursuant to the terms of that certain Purchase and Sale of Lease and Successor Lease, dated November 1, 2006, between Landlord and WCP (the "Original AT&T Purchase Agreement"), Landlord sold and conveyed to WCP, Landlord's rights under the AT&T Lease (including, without limitation, the right to receive rental payments under the AT&T Lease). A memorandum of the Original AT&T Purchase Agreement was recorded on January 12, 2007, in the office of the Cook County Recorder of Deeds, State of Illinois, in Instrument No. 0701210096.

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F. Pursuant to that Memorandum of Assignment (the "AT&T First Assignment"), dated December 7, 2006, WCP assigned its rights under the Original AT&T Purchase Agreement and the AT&T Lease to WCP Wireless Lease Subsidiary, LLC, a Delaware limited liability company ("WWLS"). The AT&T First Assignment was recorded on February 8, 2007, in the office of the Cook County Recorder of Deeds, State of Illinois, in Instrument No. 0703917088.

G. Pursuant to that certain Memorandum of Assignment (the "AT&T Second Assignment"), dated August 31, 2007, WWLS assigned its rights under the Original AT&T Purchase Agreement and the AT&T Lease to WCP. The AT&T Second Assignment was recorded on January 24, 2008, in the office of the Cook County Recorder of Deeds, State of Illinois, in Instrument No. 0802441062.

H. Pursuant to that certain Memorandum of Assignment (the "AT&T Third Assignment"), dated August 31, 2007, WCP assigned its rights under the Original AT&T Purchase Agreement and the AT&T Lease to MW Cell REIT 1 LLC, a Delaware limited liability company ("MW Cell"). The AT&T Third Assignment was recorded on January 24, 2008, in the office of the Cook County Recorder of Deeds, State of Illinois, in Instrument No. 0802441063.

I. Pursuant to the terms of that certain Purchase and Sale of Lease and Successor Lease, dated September 28, 2006, between Landlord and WCP (the "Original T-Mobile Purchase Agreement"), Landlord sold and conveyed to WCP Landlord's rights under the T-Mobile Lease (including, without limitation, the right to receive rental payments under the T-Mobile Lease). A memorandum of the Original T-Mobile Purchase Agreement was recorded on November 20, 2006, in the office of the Cook County Recorder of Deeds, State of Illinois, in Instrument No. 0632222031.

J. Pursuant to that Memorandum of Assignment (the "T-Mobile First Assignment"), dated October 6, 2006, WCP assigned its rights under the Original T-Mobile Purchase Agreement and the T-Mobile Lease to WWLS. The T-Mobile First Assignment was recorded on January 22, 2007, in the office of the Cook County Recorder of Deeds, State of Illinois, in Instrument No. 072217043.

K. Pursuant to that certain Memorandum of Assignment (the "T-Mobile Second Assignment"), dated April 20, 2007, WWLS assigned its rights under the Original T-Mobile Purchase Agreement and the T-Mobile Lease to WCP. The T-Mobile Second Assignment was recorded on June 7, 2007, in the office of the Cook County Recorder of Deeds, State of Illinois, in Instrument No. 0715822042.

L. Pursuant to that certain Memorandum of Assignment (the "T-Mobile Third Assignment"), dated April 20, 2007, WCP assigned its rights under the Original T-Mobile Purchase Agreement and the T-Mobile Lease to MW Cell. The T-Mobile Third Assignment was recorded on June 7, 2007, in the office of the Cook County Recorder of Deeds, State of Illinois, in Instrument No. 0715822039.

M. WCP and Landlord propose to enter into a Purchase and Sale of Lease and Successor Lease (the "Second AT&T Purchase Agreement"), which among other things, provides for the payment by WCP of a lump sum to Landlord in exchange for an extension of the Original Reversion Date (as defined in the Second AT&T Purchase Agreement).

N. WCP and Landlord propose to enter into a Purchase and Sale of Lease and Successor Lease (the "Second T-Mobile Purchase Agreement"), which among other things, provides for the payment by WCP of a lump sum to Landlord in exchange for an extension of the Original Reversion Date (as defined in the Second T-Mobile Purchase Agreement).

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O. WCP and Landlord propose to enter into that certain Purchase and Sale of Lease and Successor Lease (the "Cricket Purchase Agreement"), which would, among other things, provide for the payment by WCP of a lump sum to Landlord in exchange for a sale and assignment by Landlord of all its right, title and interest in and to the Cricket Lease, and certain rights related thereto.

P. The AT&T Lease, the Cricket Lease, and the T-Mobile Lease are collectively referred to herein as the "Carrier Leases" and each, individually, as a "Carrier Lease". The Second AT&T Purchase Agreement, the Cricket Purchase Agreement, and the Second T-Mobile Purchase Agreement are collectively referred to herein as the "Purchase Agreements" and each individually, a "Purchase Agreement". The AT&T Premises, the Cricket Premises, and the T-Mobile Premises are collectively and individually, as the context requires, referred to herein as the "Premises".

Q. WCP, Lender, and Landlord desire to confirm their understanding and agreement with respect to the Carrier Leases and the Security Instruments.

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

1. Subordination and Non-Disturbance. Lender acknowledges receipt of a copy of each Purchase Agreement and consents to the execution, delivery and performance by Landlord, and WCP (as applicable) of each Purchase Agreement, and the exercise by WCP of its respective rights thereunder. WCP acknowledges that subject to the covenants, terms and conditions of this Agreement, each Purchase Agreement are subordinate to the lien of the Security Instruments. If Lender or any future holder of any Security Instrument shall become the owner of the Property by reason of foreclosure of any Security Instrument or otherwise, or if the Property shall be sold as a result of any action or proceeding to foreclose said Security Instrument or transfer of ownership by deed given in lieu of foreclosure (any of the foregoing, a "Property Transfer"), and provided that (a) WCP is not then in default of any of its obligations under the applicable Purchase Agreement (beyond all notice and cure periods), and (b) the applicable Carrier Lease is in full force and effect, then (i) WCP shall have the right to enjoy and enforce, without interference from Lender or any purchaser at foreclosure sale, any and all of the rights and remedies granted to WCP under the applicable Purchase Agreement (including without limitation the right to collect and receive Rent (as defined in the applicable Purchase Agreement)) and (ii) pursuant to the applicable Purchase Agreement, either (A) each applicable Tenant under the applicable Carrier Lease shall have the right to remain in possession of the applicable Premises on the terms and conditions set forth in the applicable Carrier Lease (as assigned pursuant to the applicable Purchase Agreement) or (B) WCP shall have the right to remain in possession of the applicable Premises under any applicable Successor Lease (as defined in the applicable Purchase Agreement) on the terms and conditions set forth in the applicable Purchase Agreement relating to the applicable Successor Lease.

2. Representations. Landlord represents and warrants to Lender that each Carrier Lease constitutes the entire agreement between the applicable Tenant and Landlord thereunder with respect to the applicable Premises and there are no other agreements, written or verbal, governing the tenancy of the applicable Tenant with respect to its Premises. WCP and Landlord each represent and warrant that each Purchase Agreement, together with the ancillary documents identified in the recitals hereto, constitute the entire agreement between Landlord and WCP with respect thereto and the sale of the applicable Carrier Lease.

3. Successors and Assigns. This Agreement shall inure to the benefit of and bind the parties hereto, and their respective successors and assigns.

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4. Counterparts. This Agreement may be executed in one or more counterparts, all of which when taken together shall constitute one agreement.

[Signatures Appear on the Following Page]

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IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the Effective Date.

WCP:

WIRELESS CAPITAL PARTNERS, LLC,
a Delaware limited liability company

By: 
Name: Jonie Le Sage
Title: CFO


[Signatures Continue on the Following Page]

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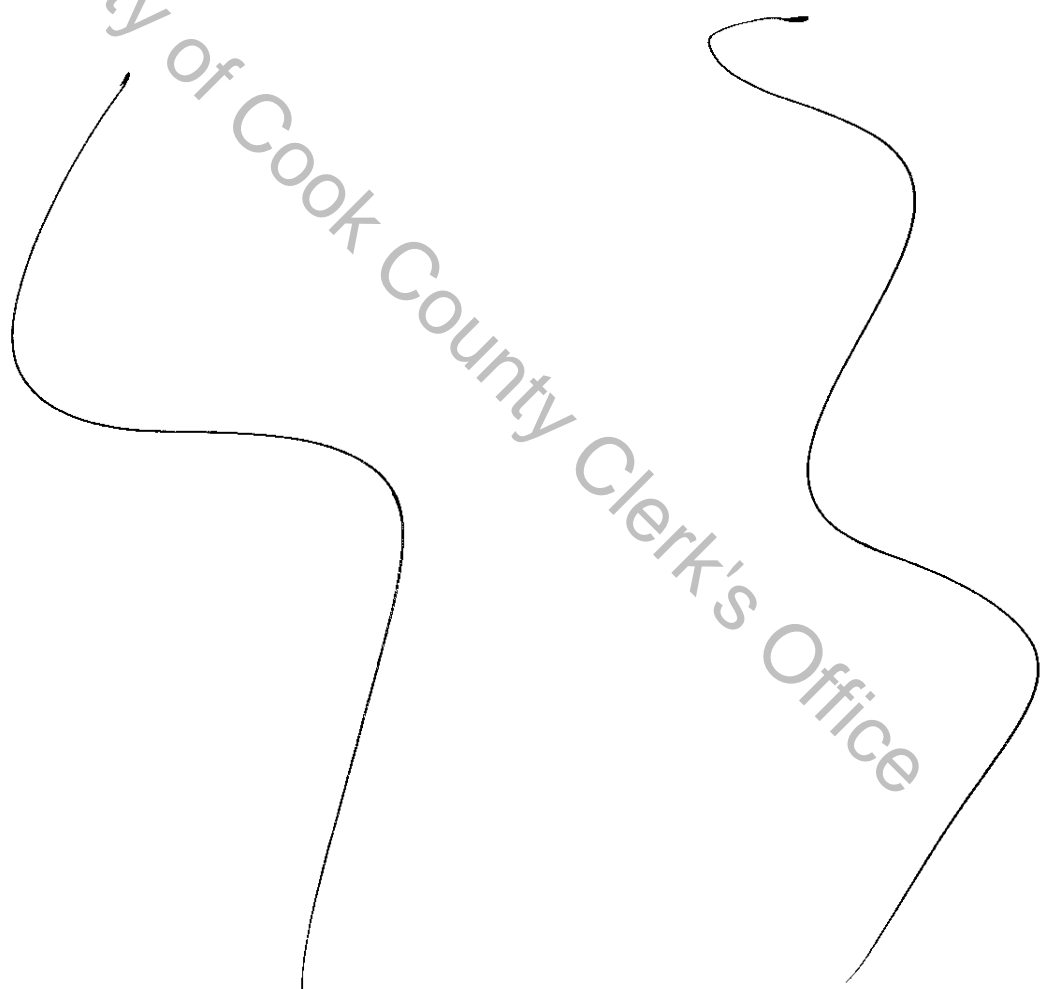
LENDER:

BRIDGEVIEW BANK GROUP

By: 
Name: DAVID GRZONIA
Title: SENIOR V.P.

[Signatures Continue on the Following Page]

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ACKNOWLEDGED AND AGREED:

LANDLORD:

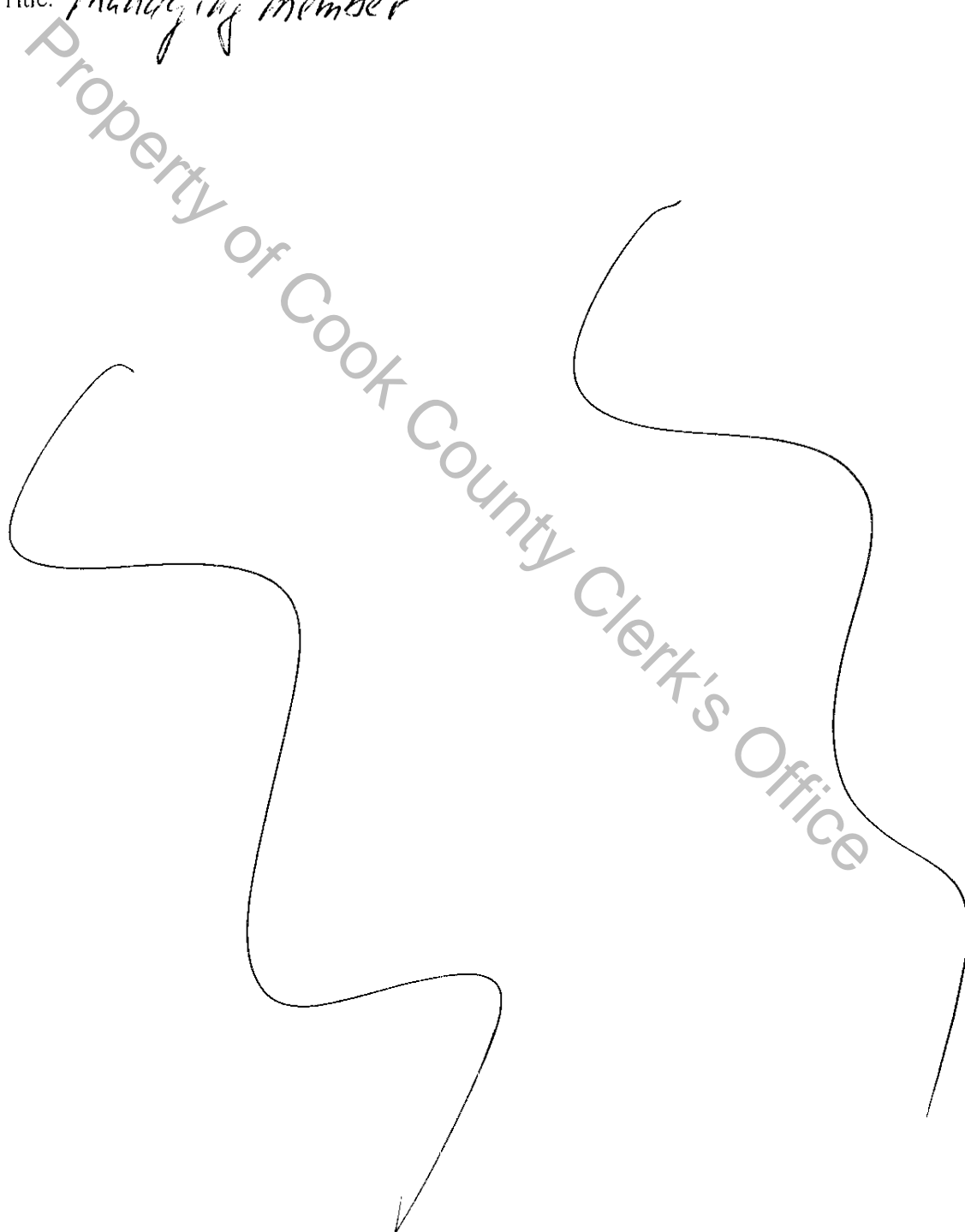
THREE THOUSAND CHELTENHAM PARTNERS, LLC,
an Illinois limited liability company

By:



Name:

Title: *managing member*



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STATE OF Ill

ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGEMENT

COUNTY OF Cook

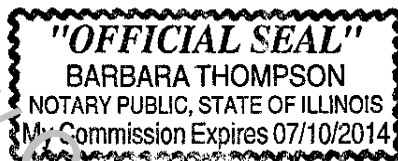
On 2-28-12 before me, Barbara Thompson, Notary Public
personally appeared David Gyoma, Sr v.p

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY, under the laws of the State of Ill, that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Barbara Thompson



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STATE OF Illinois

ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGEMENT

COUNTY OF Cook

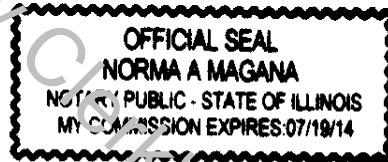
On 3-5-12 before me, Norma Magana,
personally appeared Ayman Khalil

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois, that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Norma Magana*



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STATE OF California

ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGEMENT

COUNTY OF Los Angeles

On 3/7/2012 before me, Jennifer Ann Pouliot, Notary Public,
personally appeared Joni Lesage

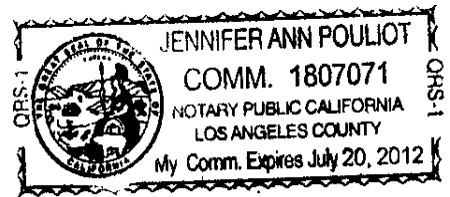
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that he/~~she~~ they executed the same in his/~~her~~ their authorized capacity(ies), and that by his/~~her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California, that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Jennifer Ann Pouliot



(seal)

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EXHIBIT A

(AT&T Lease Description)

That certain Option and Structure Lease Agreement, dated February 15, 2006, by and between Three Thousand Cheltenham Partners, LLC, a Illinois limited liability company and AT&T Corporation (as successor-in-interest to New Cingular Wireless PCS, LLC, a Delaware limited liability company), for the property located at 3008 E Cheltenham Place, Chicago, Illinois 60649.

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EXHIBIT B

(Property Description)

Lots 36, 37, and 38 in First East Addition to Cheltenham Beach, Being a Subdivision of Lots 53 to 59 Inclusive in Division 1 of Westfall's Subdivision in the South 1/2 of Section 30, Township 38 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois.

AND BEING the same property conveyed to Three Thousand Cheltenham Partners, LLC, an Illinois limited liability company from Chicago Title Land Trust Company, a corporation of Illinois, as Trustee of a trust agreement dated the 1st day of March 1999, and known as Trust Number 1106854 by Trustee's Decd dated September 15, 2004 and recorded October 12, 2004 in Instrument No. 0428639032.

Tax Parcel No. 21-30-411-018

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EXHIBIT C

(T-Mobile Lease Description)

That certain Rooftop Lease with Option, dated September 18, 2002, by and between Three Thousand Cheltenham Partners, LLC, a Illinois limited liability company (as successor-in-interest to Chicago Title Land Trust Company (as successor trustee to Chicago Title and Trust Company, Trust #1106854)) and T-Mobile, LLC (as successor in-interest to VoiceStream GSM I Operating Company, LLC, a Delaware limited liability company), for the property located at 3008 E Cheltenham Place, Chicago, Illinois 60649 for which a Memorandum of Lease was duly recorded on October 24, 2003, as Instrument No. 0329706018 in the office of the Cook County Recorder of Deeds, State of Illinois.

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EXHIBIT D

(Cricket Lease Description)

That certain Rooftop Lease with Option, dated November 28, 2007, by and between Three Thousand Cheltenham Partners, LLC, a Illinois limited liability company and Cricket Communications, Inc. (as successor-in-interest to Denali Spectrum Operations, LLC), for the property located at 3008 E Cheltenham Place, Chicago, Illinois 60649 for which a Memorandum of Lease and Option was duly recorded on March 5, 2009, as Instrument No. 0906449048 in the office of the Cook County Recorder of Deeds, State of Illinois.

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