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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/08/2014 02:59 PM Pg: 1 of 12

After recording, return to:

Natalia Hartley
Voya Investment Management, LLC
5780 Powers Ferry Road, NW, Suite 300
Atlanta, GA 30327-4347

**SUBORDINATION, NONDISTURBANCE AND
ATTORNMENMENT AGREEMENT**

by and among

SECURITY LIFE OF DENVER INSURANCE COMPANY
(Lender)

and
BROCK'S BUILDING L.L.C
(Landlord)

and
YEAR UP INC
(Tenant)

NCS #676972 RP 5 of 5

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Property of Cook County Clerk's Office

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COMBINED TENANT ESTOPPEL AND SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

This Tenant Estoppel and Subordination, Non-Disturbance and Attornment Agreement (the "Agreement"), dated the 20 day of ~~August~~^{September}, 2014, is executed by and among SECURITY LIFE OF DENVER INSURANCE COMPANY, a Colorado corporation with its principal office at c/o VOYA Investment Management LLC, 5780 Powers Ferry Road, NW, Suite 300, Atlanta, Georgia 30327-4349 (the "Lender"); YEAR UP INC., a Massachusetts corporation, with its principal office at 223 West Jackson Blvd., Suite 400, Chicago, IL 60606 (the "Tenant"); and BROOKS BUILDING L.L.C., an Illinois Limited Liability Company, with its principal office at 55 East Jackson Blvd, Suite 500, Chicago, IL 60604 (the "Borrower").

RECITALS

WHEREAS, Tenant has entered into a certain Lease dated January 30, 2012, (the "Lease") with Borrower covering certain premises designated as Suite 400 (the "Premises") located at 223 West Jackson Blvd. in the city of Chicago, State of Illinois and commonly known as Brooks Building and being more particularly described on Exhibit A attached hereto (the "Property").

WHEREAS, Borrower intends to grant a first lien interest in the Property and the Premises to Lender by delivery of a Mortgage, Security Agreement and Financing Statement to be recorded in the Land Records of Cook County, State of Illinois (the "Mortgage") and an Assignment of Rents and Leases (the "Assignment") and to be recorded in the Land Records of Cook County, State of Illinois and the granting of such first lien interest and the delivery and recording of the Mortgage and Assignment are express conditions to the Lender's willingness to proceed with the funding of a loan to the Borrower secured by the Property.

WHEREAS, Tenant desires to be assured of continued possession of the Premises under the terms of the Lease and subject to this Agreement and the terms of the Mortgage and Assignment.

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NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) by each party in hand paid to the other, the receipt of which is hereby acknowledged, and in consideration of the mutual promises, covenants, and agreements herein contained, the parties hereto, intending to be legally bound hereby, promise, covenant and agree as follows:

ARTICLE ONE

1. Tenant Certifications. The Tenant certifies to the Lender that:
 - a. The Lease is presently in full force and effect, represents the entire agreement between Tenant and Borrower, as landlord ("Landlord") and has not been modified, changed, altered, amended or supplemented in any respect (except as may be indicated at the end of this subparagraph 1a). Tenant has no present right to cancel or terminate the Lease under the terms thereof or otherwise. Except as set forth in Sections 11 and 31 of the Lease.
 - b. The term of the Lease commenced on August 10, 2012 and the Lease terminates on May 31, 2023 and the rent has been paid through and including August 31, 2014. If there are any rights of extension or renewal remaining under the terms of the Lease, the same have not, as of this date, been exercised.
 - c. The fixed minimum rent being paid is \$25,890.00 per month, excluding operating expenses, CAM, tax and insurance costs and similar charges. As of the date hereof, Tenant has no right or offset as to any free rent, partial rent, rebate of rent payments or other rental concession, except as set forth in Section 1 of the Lease. No rent has been paid in advance of the due date thereof.
 - d. The Premises contains 13,508 square feet of space and Tenant is in possession of the Premises and business is being conducted by the Tenant in the Premises on a regular basis. The construction and delivery of all improvements required by the terms of the Lease, to be made by the Landlord thereunder, including, without limitation, parking and common areas, have been satisfactorily completed and any and all obligations of Landlord of an inducement nature, concessions, payments or abatements in rent under the Lease, or otherwise, have been paid or satisfied in full by Landlord.
 - e. A security deposit of \$80,000.00 has been paid to the Borrower as Landlord under the Lease. With the exception of the payment of such security deposit, no rent under the Lease has been paid in advance of its due date.
 - f. No notice of default under the Lease has been given by Tenant to Landlord; no notice of default has been received by Tenant from Landlord and, to the best of Tenant's knowledge, information and belief (a) no condition exists which might give rise to a default under the Lease and (b) no claim of any nature exists by Tenant under the Lease against Landlord or the Premises.

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- g. The Lease contains and Tenant has no outstanding options or rights of first refusal to purchase the Premises nor any part of the Property.
- h. Tenant has not assigned, mortgaged, sublet, encumbered or otherwise transferred any of its interest under the Lease and has received no notice of any assignment, mortgage or encumbrance of the Lease by Landlord.
- i. The conduct of Tenant's business falls within the uses stipulated in the Lease. Neither Tenant nor, to the best knowledge of the undersigned, Landlord, is in violation of any exclusive use, radius or non-competition clause in the Lease.

ARTICLE TWO

1. Subordination. The Lease and all estates, options (including without limitation any purchase options or rights of first refusal to purchase, if any) liens and charges therein contained or created thereunder is and shall be subject and subordinate to the lien and effect of the Mortgage and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the indebtedness secured thereby.

2. Non-Disturbance. In the event Lender takes possession of the Property by a foreclosure of the Mortgage, or takes a deed in lieu of foreclosure, Lender agrees not to affect or disturb Tenant's right to possession of the Premises in the exercise of Lender's rights so long as Tenant is not in default under any of the terms, covenants or conditions of the Lease and provided Tenant has not commenced a voluntary case under the Federal Bankruptcy Code, had an order for relief in an involuntary case entered against it or taken any action for the purpose of taking advantage of any law relating to the relief of debtors.

3. Attornment. Tenant hereby agrees that in the event of a foreclosure sale or deed in lieu of foreclosure, Tenant will and hereby does attorn to the foreclosure successor so that the Lease and the relationship of Landlord and Tenant shall exist between such foreclosure successor and Tenant; provided, however, that if the foreclosure successor is Lender, its successor or assigns, Lender shall not be:

- a. liable for any act or omission of any prior landlord (including the Borrower); or
- b. subject to any offsets or defenses which Tenant might have against any prior landlord (including the Borrower); Lender acknowledges that its exclusion from liability, offset and defenses set forth in (a) and (b) above shall not apply to actions or omissions of Lender from and after the date it becomes the foreclosure successor; or
- c. bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord (including the Borrower); or
- d. liable for repayment of any security deposit not actually paid to Lender; or

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- e bound by any amendment or modification of the Lease which has a material affect on Tenant's and/or Landlord's rights, duties or obligations under the Lease made without Lender's prior written consent; or
- f. bound by any provision in the Lease which obligates the landlord thereunder (i) to construct or complete any building or structure or to make any improvements or to perform any other construction work (including any work necessary to prepare the Premises for Tenant's occupancy) or (ii) to pay to Tenant (or permit application against rent due under the Lease for) any reimbursement, credit or allowance for construction or build-out performed by Tenant; or
- g. bound by any purchase option or right of first refusal contained in the Lease, if any, with respect to the Premises or the Property or any part thereof.

Such attornment shall be deemed effective and self-operative without the necessity of executing any further instrument immediately upon the Lender's or foreclosure successor's succession to the interest of Borrower to the Property.

4. Consent to Assignment of Lease; Payment of Rents. Tenant hereby consents to the Assignment by Borrower to Lender of all of the right, title and interest of Landlord in and to the Lease pursuant to the Assignment. Tenant is hereby advised that said Assignment includes, among other things, the full and complete assignment by Borrower to Lender of all right, power and privilege of Borrower to direct the party to whom rents and other payments under the Lease are to be paid, which right to direct payment is unconditional and unrestricted and may be exercised by Lender at any time, both before and after the occurrence of any default under the Mortgage. Pursuant to such right to direct payment, Lender hereby directs Tenant, until further notification by Lender, to pay all rents and other amounts payable by Tenant under the Lease to Borrower. Upon request by Lender that Tenant pay all rents and other amounts payable by Tenant under the Lease directly to Lender or any other person, Tenant thereafter shall make all such payments directly to Lender or such other person at the address set forth in such request, until further notification by Lender. Borrower hereby releases Tenant from liability for any such rent payments made by Tenant to Lender or such other person pursuant to Lender's request, and agrees that all such payments shall be credited to Tenant under the Lease as if Tenant had made such payments directly to Landlord.

5. Lender Right to Cure Lease Defaults. If Borrower defaults under the Lease, Tenant shall give written notice to Lender specifying the default, and specifying the steps necessary to cure the default and Lender shall be given the opportunity without undertaking Borrower's obligations, to cure such default. Lender shall have thirty (30) days after receipt of such notice to cure such default or cause it to be cured, if Lender elects to do so; provided, however, that in the event Lender has begun action to cure the default, but not completed the same within the thirty (30) day period, the Tenant agrees that Lender shall be permitted such time as is reasonably necessary to complete curing such default; and provided further, however, that if the default is such that it cannot practically be cured by Lender without taking possession of the Property, Lender shall be permitted such additional time as necessary to acquire possession of the Property by foreclosure or otherwise, in order to cure such default. During such cure period,

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Tenant shall not terminate the Lease. Tenant shall also not exercise any other remedy thereunder with respect to such default, except for any rights Tenant has under the Lease to maintain the Premises in a habitable condition.

6. No Assumption by Lender. Tenant acknowledges and agrees that Lender has not assumed and does not have any obligation or liability under or pursuant to the Lease by reason of the Mortgage or the Assignment until Lender forecloses the Mortgage or accepts a deed-in-lieu of foreclosure, and then Lender shall be obligated under the Lease subject to the terms of this Agreement.

7. Tenant Covenants. Tenant covenants and agrees with Lender that, without the prior written consent of Lender: (a) Tenant will not pay rent under the Lease more than one calendar month in advance of the accrual thereof; (b) Tenant will not amend or modify the Lease (except as set forth in the Lease) or (by agreement with Borrower) terminate the Lease; (c) Tenant will not assign or pledge the Lease or its rights or obligations thereunder except as expressly permitted in the Lease without Landlord's consent; and (d) no waiver by Borrower of any of the obligations of Tenant under the Lease, no consent, approval or election made by Borrower in connection with the Lease and no termination of the Lease by Borrower shall be effective as against Lender.

8. Notices. Tenant shall mail or transmit copies of all written notices (other than routine notices transmitted in the ordinary course of business) it may give Borrower with respect to the Lease to Lender simultaneously with the delivery or mailing of such notices to Borrower. All notices or other communications which are required or permitted hereunder to be given to any party shall be in writing and shall be deemed sufficiently given if delivered personally or by registered or certified mail, return receipt requested, to the address of such party specified below, or to such other address as the addressee may have specified in a notice duly given to the sender as provided herein:

If to Lender, to: SECURITY LIFE OF DENVER INSURANCE COMPANY
c/o VOYA Investment Management LLC
5780 Powers Ferry Road, NW, Suite 300
Atlanta, Georgia 30327-4349
Attention: Mortgage Loan Servicing

If to Tenant, to: YEAR UP INC.
223 West Jackson Blvd., Suite 400
Chicago, IL 60606

If to Borrower, to: BROOKS BUILDING L.L.C.
c/o Marc Realty LLC
55 East Jackson Blvd, Suite 500
Chicago, IL 60604
Attention: Lease Administration

With copy to: Much Shelist, P.C.

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191 North Wacker Drive, Suite 1800
Chicago, IL 60606
Attention: Arnold Weinberg

9. Miscellaneous.

- a. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. This Agreement may be executed in any number of counterparts and all of such counterparts shall together constitute one and the same instrument.
- b. Tenant hereby acknowledges and agrees that (i) any foreclosure successor shall have the right to assign its rights and obligations under the Lease to any other person to whom the Property is transferred, and upon such assignment such foreclosure successor shall have no further obligation or liability under the Lease, and (ii) the obligations of any foreclosure successor under the Lease shall not be personal obligations of such foreclosure successor, and recourse on such obligations may be had only against the right, title and interest of such foreclosure successor in and to the Property.
- c. Tenant agrees that, within ten (10) days after receipt of request therefor from Borrower or Lender, Tenant will execute and deliver to Borrower and Lender a tenant estoppel certificate stating that, to the best of the Tenant's knowledge: (a) that the Lease is in full force and effect and has not been amended or modified (or stating any such amendment or modification); (b) Borrower is not in default under the Lease (or if such default exists specifying such default), and Tenant has no offsets, defenses or counterclaims against Borrower (or any prior landlord) under the Lease with respect to the enforcement of Tenant's obligations thereunder (or specifying such matters, if they in fact exist); (c) the date to which the minimum rent and any additional rent or other charges payable under the Lease have been paid; and (d) that Tenant is not in default under the Lease (or specifying any such default or event that does exist, and what action Tenant is taking or proposes to take to cure the same).
- d. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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IN WITNESS WHEREOF, the undersigned have executed this Agreement under seal as of the day and year first above written.

LENDER:

SECURITY LIFE OF DENVER INSURANCE COMPANY, a Colorado corporation

**By: VOYA Investment Management LLC, as
Authorized Agent**

By: [Signature] (SEAL)
Name: Edward S. Green
Title: Vice President DR

THE STATE OF Georgia §
§
COUNTY OF Fulton §

I, N. D. Hartley, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY THAT Edward S. Green as Vice President of Voya Investment Management LLC, as Authorized Agent for Security Life of Denver, Inc. company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager of said limited liability company, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

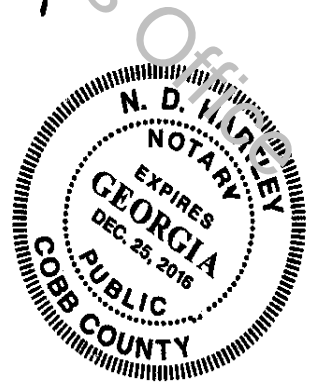
GIVEN under my hand and notarial seal this 2nd day of September, 2014.

N. D. Hartley

Notary Public, State of Georgia

N. D. - Hartley
(Printed name)

My Commission Expires: 12.25.2016



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BORROWER:

BROOKS BUILDING L.L.C. an Illinois limited liability company

By: Gerald Lee Nuro (SEAL)

Name: GERALD Lee Nuro
Title: Manager

THE STATE OF Illinois §
§
COUNTY OF Cook §

I, Jade C. Melendez, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY THAT GERALD Lee Nuro, as Manager of **BROOKS BUILDING L.L.C.**, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager of said limited liability company, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29th day of August, 2014.

Jade C. Melendez
Notary Public, State of Illinois

Jade C. Melendez
(Printed name)

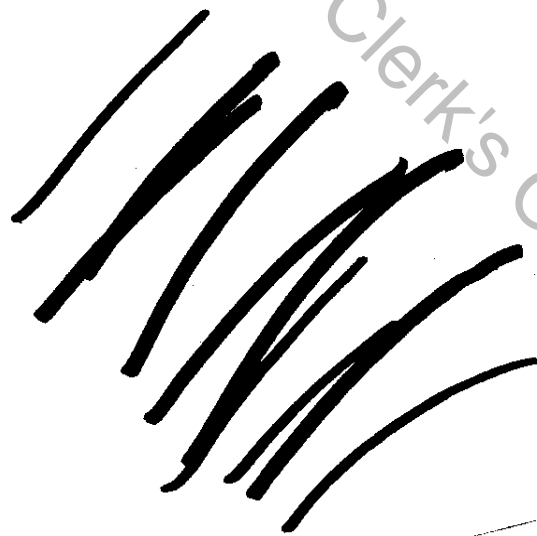
My Commission Expires: 1/9/2017



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EXHIBIT A

DESCRIPTION OF THE PROPERTY



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EXHIBIT A

DESCRIPTION OF THE PROPERTY

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

LOT 1 IN THE SUBDIVISION OF THE WEST ½ OF BLOCK 91 IN SCHOOL SECTION ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 223 West Jackson, Chicago, Illinois

Permanent Index No. 17-16-228-001-0000 Vol. 511

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