



Doc#: 1428042055 Fee: \$60.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/07/2014 01:17 PM Pg: 1 of 12

This Document Prepared By
and After Recording Return to:

Trans Union LLC
555 West Adams Street
Chicago, IL 60661
Attn: General Counsel

Address of Property:

505 Railroad Avenue
Northlake, Illinois 60164

PIN Numbers:

12-31-200-023-0000

893696802463

Property of Cook County Clerk's Office

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement (this "Agreement") dated as of August 21, 2014, is made among Trans Union LLC, a Delaware limited liability company ("Tenant"), DC-505 North Railroad Avenue, LLC, a Delaware limited liability company ("Landlord"), and Bank of America, N.A., a national banking association, as Administrative Agent ("Administrative Agent") for a group of Lenders (the "Lenders").

WHEREAS, the Lenders are the owners of promissory notes (herein, as they may have been or may be from time to time renewed, extended, amended, supplemented, or restated, called the "Notes") dated as of August, 2014, executed by Landlord, in the aggregate principal face amount of \$105,850,000.00, bearing interest and payable as provided therein and in that certain [Loan Agreement] dated as of August, 2014 among Landlord, Administrative Agent and Lenders (herein, as it may have been or may be from time to time renewed, extended, amended, supplemented or restated, called the "Loan Agreement"),

WHEREAS, the indebtedness evidenced by the Notes, a portion of which may not be advanced until after the date hereof, is secured by, among other things, a [Mortgage, Assignment of Rents, Security Agreement and Fixture Filing] dated as of August 21, 2014, executed by Landlord in favor of Administrative Agent for the benefit of the Lenders (herein, as it may have

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been or may be from time to time renewed, extended, amended or supplemented, called the "Mortgage"), recorded in the land records of Cook County, Illinois, covering, among other property, the land (the "Land") described in Exhibit "A" which is attached hereto and incorporated herein by reference, and the improvements ("Improvements") thereon (such Land and Improvements being herein together called the "Property");

WHEREAS, Tenant is the tenant under a lease from Ascent CH2, LLC ("Original Landlord") dated October 28, 2013, as assigned by Original Landlord to Landlord pursuant to Assignment and Assumption of Leases dated May 20, 2014, (herein, as it may from time to time be renewed, extended, amended or supplemented, called the "Lease"), covering a portion of the Property (said portion being herein referred to as the "Premises").

WHEREAS, the term "Landlord" as used herein means the present landlord under the Lease or, if the landlord's interest is transferred in any manner, the successor(s) or assign(s) occupying the position of landlord under the Lease at the time in question.

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

1. Subordination. Tenant agrees and covenants that the Lease and the rights of Tenant thereunder, all of Tenant's right, title and interest in and to the property covered by the Lease, and any lease thereafter executed by Tenant covering any part of the Property, are and shall be subject, subordinate and inferior to (a) the Mortgage and the rights of Administrative Agent thereunder, and all right, title and interest of Administrative Agent and the Lenders in the Property, and (b) all other security documents now or hereafter securing payment of any indebtedness of the Landlord (or any prior landlord) to Administrative Agent and the Lenders which cover or affect the Property (the "Security Documents"). This Agreement is not intended and shall not be construed to subordinate the Lease to any mortgage, deed of trust or other security document other than those referred to in the preceding sentence, securing the indebtedness to Administrative Agent and the Lenders.

2. Non-Disturbance. Administrative Agent agrees that:

(a) so long as the Lease has not been terminated prior to the date New Owner (as such term is hereinafter defined) acquires title to the Property, when New Owner takes title to the Property, (i) Tenant's possession of the Premises under the Lease shall not be disturbed or interfered with by New Owner, except in accordance with the terms of the Lease, and (ii) New Owner shall be bound to Tenant under all of the terms and conditions of the Lease (except as provided in this Agreement) and shall perform all obligations of Landlord under the Lease (except as provided in this Agreement); and

(b) so long as the Lease has not been terminated, Administrative Agent will not name or join Tenant as a party defendant for the purpose of terminating Tenant's interest and estate under the Lease in any (i) proceeding for foreclosure of the Mortgage or (ii) other exercise of Administrative Agent's rights and remedies arising upon a default under the Security Documents.

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3. Attornment; Protection of New Owner.

(a) If the Lease has not been previously terminated, Tenant covenants and agrees that in the event of foreclosure of the Mortgage, whether by power of sale or by court action, or upon a transfer of the Property by conveyance in lieu of foreclosure (the purchaser at foreclosure or the transferee in lieu of foreclosure, including Administrative Agent or a nominee of Administrative Agent if it is such purchaser or transferee, being herein called "New Owner"), Tenant shall attorn to the New Owner as Tenant's new landlord, and agrees that the Lease shall continue in full force and effect as a direct lease between Tenant and New Owner upon all of the terms, covenants, conditions and agreements set forth in the Lease and this Agreement, except for provisions which are impossible for New Owner to perform.

(b) Notwithstanding anything to the contrary in the Lease or this Agreement, in no event shall New Owner be:

(i) liable for any act, omission, default, misrepresentation or breach of warranty of Landlord or any other party that was Landlord under the Lease at any time prior to the date New Owner acquires title to the Property (each, a "Prior Landlord"), or obligations accruing prior to New Owner's actual ownership of the Property; provided, however, that New Owner shall continue to be subject to the right of Tenant under the Lease to offset rent for Service Level Credits (as such term is defined in the Lease) and Delay Damages (as such term is defined in the Lease) arising from events or circumstances arising prior to the date New Owner acquires title to the Property;

(ii) except as set forth in (i) above, subject to any offset, defense, claim or counterclaim which Tenant might be entitled to assert against any Prior Landlord;

(iii) bound by any payment of rent, additional rent or other payments, made by Tenant to any Prior Landlord for more than one (1) month in advance;

(iv) bound by any amendment, or modification of the Lease hereafter made, or consent, or acquiescence by any Prior Landlord under the Lease to any assignment or sublease hereafter granted, without the written consent of Administrative Agent;

(v) liable for any deposit that Tenant may have given to any Prior Landlord which has not, as such, been transferred to New Owner; or

(vi) bound by any obligation to return any portion of the Tenant Contribution (as such term is defined in the Lease) that may be owed to Tenant under the Lease as a result of any act or omission of Prior Landlord prior to the date New Owner acquires title to the Property.

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(c) The provisions of this Agreement regarding attornment by Tenant shall be self-operative and effective without the necessity of execution of any new lease or other document on the part of any party hereto or the respective heirs, legal representatives, successors or assigns of any such party. Tenant agrees, however, to execute and deliver upon the request of New Owner, any instrument or certificate which in the reasonable judgment of New Owner may be necessary or appropriate to evidence such attornment, including a new lease of the Premises on the same terms and conditions as the Lease for the unexpired term of the Lease.

4. Estoppel Certificate. Tenant agrees to execute and deliver from time to time, upon the request of Landlord or of any holder(s) of any of the indebtedness or obligations secured by the Mortgage, a certificate regarding the status of the Lease, consisting of statements, if true (or if not, specifying why not), (a) that the Lease is in full force and effect, (b) the date through which rentals have been paid, (c) the date of the commencement of the term of the Lease, (d) the nature of any amendments or modifications of the Lease, (e) to Tenant's actual knowledge, no default, or state of facts which with the passage of time or notice (or both) would constitute a default, exists under the Lease, (f) to Tenant's actual knowledge, no setoffs, recoupments, estoppels, claims or counterclaims exist against Landlord, and (g) such other matters as may be reasonably requested.

5. Acknowledgment and Agreement by Tenant. Tenant acknowledges and agrees as follows:

(a) Tenant acknowledges that the Mortgage includes an assignment of leases and rents. Tenant hereby expressly consents to such assignment and agrees that such assignment shall, in all respects, be superior to any interest Tenant has in the Lease of the Property, subject to the provisions of this Agreement. Tenant will not amend, alter or waive any provision of, or consent to the amendment, alteration or waiver of any provision of the Lease without the prior written consent of Administrative Agent. Tenant shall not agree with Landlord to terminate the Lease or any portion thereof (except pursuant to termination rights expressly granted to Tenant under the Lease). Tenant shall not prepay any rents or other sums due under the Lease for more than one (1) month in advance of the due date therefor. Tenant acknowledges that Administrative Agent and the Lenders will rely upon this instrument in connection with such financing.

(b) Administrative Agent, in making any disbursements to Landlord is under no obligation or duty to oversee or direct the application of the proceeds of such disbursements, and such proceeds may be used by Landlord for purposes other than improvement of the Property.

(c) From and after the date hereof and prior to any date on which New Owner acquires title to the Property, 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 or any portion thereof or to claim a partial or total eviction, Tenant will not exercise any such right until (i) it has given written notice of such act or omission to Administrative Agent (a "Default Notice"), and (ii) thereafter, the opportunity to cure such default, as provided for below, has been exhausted. After Administrative Agent receives a Default Notice, Administrative Agent

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shall have a period of thirty (30) days beyond the time available to Landlord under the Lease in which to cure the default by Landlord. Administrative Agent shall have no obligation to cure (and shall have no liability or obligation for not curing) any default by Landlord, except to the extent Administrative Agent agrees or undertakes otherwise in writing. In addition, as to any default by Landlord the cure of which requires possession and control of the Property, provided only that Administrative Agent undertakes to Tenant by written notice to Tenant within thirty (30) days after receipt of the Default Notice to exercise reasonable efforts to cure or cause to be cured by a receiver such default within the period permitted by this clause (c), Administrative Agent's cure period shall continue for the shorter of (A) two hundred seventy (270) days following the Default Notice and (B) such additional time as Administrative Agent may reasonably require to either (I) obtain possession and control of the Property and thereafter cure the default with reasonable diligence and continuity, or (II) obtain the appointment of a receiver and give such receiver a reasonable period of time in which to cure the default.

(d) In the event that Administrative Agent notifies Tenant of a default under the Mortgage, Loan Agreement, Notes, or Security Documents and demands that Tenant pay its rent and all other sums due under the Lease directly to Administrative Agent for the benefit of the Lenders, Tenant shall honor such demand and pay the full amount of its rent and all other sums due under the Lease directly to Administrative Agent, without offset (except as expressly provided in the Lease), or as otherwise required pursuant to such notice beginning with the payment next due after such notice of default, without inquiry as to whether such a default actually exists, and notwithstanding any contrary instructions of or demands from Landlord, and Landlord hereby expressly authorizes Tenant to make such payments to Administrative Agent and hereby releases and discharges Tenant from any liability to Landlord on account of any such payments.

(e) Tenant shall send a copy of any notice or statement under the Lease to Administrative Agent at the same time such notice or statement is sent to Landlord if such notice or statement has a material impact on the economic terms, operating covenants or duration of the Lease; provided, however, that Tenant shall not be obligated to send a copy of any demand for a Service Level Credit (as such term is defined in the Lease) unless the amount of such Service Level Credit exceeds twenty percent (20%) of the then current monthly Base Rent (as such term is defined in the Lease).

(f) Tenant 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 hereafter acquires, any such right or option, same is hereby acknowledged to be subject and subordinate to the Mortgage and is hereby waived and released as against Administrative Agent and New Owner; provided, however, that none of the foregoing shall be applicable to Tenant's right of first notice and Tenant's extension options as expressly set forth in the Lease.

(g) This Agreement satisfies any condition or requirement in the Lease relating to the granting of a non-disturbance agreement and Tenant waives any requirement to the contrary in the Lease.

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(h) Notwithstanding anything to the contrary in the Lease or the Security Documents, neither Administrative Agent nor any New Owner shall be liable for or bound by any Construction-Related Obligation under the Lease except as provided in Paragraph 3(b)(i) of this Agreement with respect to Delay Damages. As used herein, a "Construction-Related Obligation" means any obligation of Landlord under the Lease to make, pay for, or reimburse Tenant for any alterations, demolition, or other improvements or work at the Property, including the Premises and any expansion space contemplated by the Lease.

(i) Administrative Agent and any New Owner shall not be deemed to have made or remade any representation or warranty made by Landlord under the Lease, and Tenant shall have no recourse to Administrative Agent or any New Owner for any breach of any representation or warranty made by Landlord under the Lease.

(j) In the event that Administrative Agent or any New Owner shall acquire title to the Premises or the Property, Administrative Agent or such New Owner shall have no obligation, nor incur any liability, beyond Administrative Agent's or New Owner's then equity interest, if any, in the Property or the Premises, and Tenant shall look exclusively to such equity interest of Administrative Agent or New Owner, if any, for the payment and discharge of any obligations imposed upon Administrative Agent or New Owner hereunder or under the Lease or for recovery of any judgment from Administrative Agent, or New Owner, and in no event shall Administrative Agent, New Owner, nor any of their respective officers, directors, shareholders, agents, representatives, servants, employees or partners ever be personally liable for such judgment.

(k) Tenant has never permitted, and will not permit, the generation, treatment, storage or disposal of any hazardous substance as defined under federal, state, or local law, on the Premises or Property except for such substances of a type and only in a quantity normally used in connection with the occupancy or operation of data centers (such as equipment, cleaning fluids and other supplies normally used in the day to day operation of first class establishments similar to the Improvements), which substances are being held, stored, and used in strict compliance with federal, state, and local laws. Tenant shall be solely responsible for and shall reimburse and indemnify New Owner or Administrative Agent, as applicable, for any loss, liability, claim or expense, including without limitation, cleanup and all other expenses, including, without limitation, legal fees that New Owner or Administrative Agent, as applicable, may incur by reason of Tenant's violation of the requirements of this Paragraph 5(k).

6. Acknowledgment and Agreement by Landlord. Landlord, as landlord under the Lease and mortgagor under the Mortgage, acknowledges and agrees for itself and its heirs, representatives, successors and assigns, that: (a) this Agreement does not constitute a waiver by Administrative Agent of any of its rights under the Mortgage, Loan Agreement, Notes, or Security Documents, or in any way a release of Landlord from its obligations to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Mortgage, Loan Agreement, Notes, or Security Documents; (b) the provisions of the Mortgage, Loan Agreement, Notes, or Security Documents remain in full force and effect and must be complied with by Landlord; and (c) Tenant is hereby authorized to pay its rent and all other sums due under the Lease directly to

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Administrative Agent upon receipt of a notice as set forth in Paragraph 5(d) above from Administrative Agent and that Tenant is not obligated to inquire as to whether a default actually exists under the Mortgage, Loan Agreement, Security Documents or otherwise in connection with the Notes. Landlord hereby releases and discharges Tenant of and from any liability to Landlord resulting from Tenant's payment to Administrative Agent in accordance with this Agreement. Landlord represents and warrants to Administrative Agent that a true and complete copy of the Lease has been delivered by Landlord to Administrative Agent.

7. Lease Status. Landlord and Tenant certify to Administrative Agent that neither Landlord nor Tenant has knowledge of any default on the part of the other under the Lease, that the Lease is bona fide and contains all of the agreements of the parties thereto with respect to the letting of the Premises and that all of the agreements and provisions therein contained are in full force and effect.

8. Notices. All notices, requests, consents, demands and other communications required or which any party desires to give hereunder shall be in writing and shall be deemed sufficiently given or furnished if delivered by personal delivery, by telegram, telex, or facsimile, by expedited delivery service with proof of delivery, or by registered or certified United States mail, postage prepaid, at the addresses specified at the end of this Agreement (unless changed by similar notice in writing given by the particular party whose address is to be changed). Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of telegram, telex or facsimile, upon receipt. Notwithstanding the foregoing, no notice of change of address shall be effective except upon receipt. This Paragraph 8 shall not be construed in any way to affect or impair any waiver of notice or demand provided in this Agreement or in the Lease or in any document evidencing, securing or pertaining to the loan evidenced by the Notes or to require giving of notice or demand to or upon any person in any situation or for any reason.

9. Miscellaneous.

(a) This Agreement supersedes any inconsistent provision of the Lease.

(b) Nothing contained in this Agreement shall be construed to derogate from or in any way impair, or affect the lien, security interest or provisions of the Mortgage, Loan Agreement, Notes, or Security Documents.

(c) This Agreement shall inure to the benefit of the parties hereto, their respective successors and permitted assigns, and any New Owner, and its heirs, personal representatives, successors and assigns; provided, however, that in the event of the assignment or transfer of the interest of Administrative Agent, all obligations and liabilities of Administrative Agent under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom Administrative Agent's interest is assigned or transferred.

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(d) THIS AGREEMENT AND ITS VALIDITY, ENFORCEMENT AND INTERPRETATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS AND APPLICABLE UNITED STATES FEDERAL LAW EXCEPT ONLY TO THE EXTENT, IF ANY, THAT THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED NECESSARILY CONTROL.

(e) The words "herein", "hereof", "hereunder" and other similar compounds of the word "here" as used in this Agreement refer to this entire Agreement and not to any particular section or provision.

(f) This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest.

(g) If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not apply to or affect any other provision hereof, but this Agreement shall be construed as if such invalidity, illegality, or unenforceability did not exist.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

LENDER:

BANK OF AMERICA, N.A., a national banking association, as Administrative Agent for a group of lenders

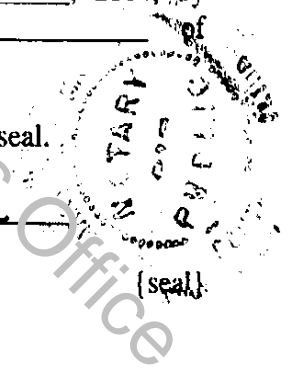
By: George T. Williams Jr.
Name: George T. Williams, Jr.
Title: Vice President

State of South Carolina)
County of Richland)ss

This instrument was acknowledged before me on Aug 23, 2014, by George T. Williams JR. as VICE PRES. of BANK OF AMERICA, N.A., a national banking association.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Mary Ann Mason
Notary Public

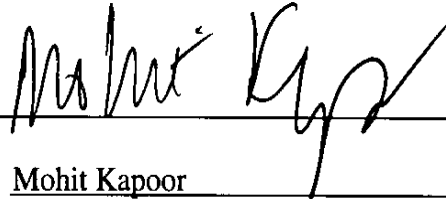


APPROVED
TRANS UNION
LAW DEPARTMENT

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TENANT:

TRANS UNION LLC, a Delaware limited liability company

By: 
Name: Mohit Kapoor

Title: Executive Vice President-Chief Information & Technology Officer

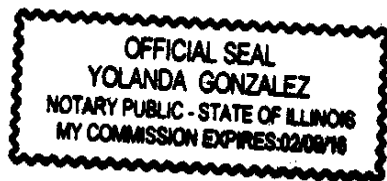
State of ILLINOIS)
County of COOK)

This instrument was acknowledged before me on AUGUST 14, 2014, by MOHIT KAPOOR as EVP & CIO of TRANS UNION LLC, a Delaware limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public

{seal}



Approved as to Form
Date: 8-6-2014
By: M. F. Kalle
Law Department

APPROVED
TRANS UNION
LAW DEPARTMENT

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LANDLORD:

DC-505 NORTH RAILROAD AVENUE, LLC, a Delaware limited liability company

By: Carter/Validus Operating Partnership, LP, a Delaware limited partnership, Its Sole Member

By: Carter Validus Mission Critical REIT, Inc., a Maryland corporation, Its General Partner

By: [Signature]

Name: John E. Carter

Title: CEO

Property of Cook County Clerk's Office

State of Florida)

County of Hillsborough)

This instrument was acknowledged before me on August 20, 2014, by John E. Carter as CEO of Carter Validus Mission Critical REIT, Inc., a Maryland corporation, General Partner of Carter/Validus Operating Partnership, LP, a Delaware limited partnership, Sole Member of DC-505 NORTH RAILROAD AVENUE, LLC, a Delaware limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
Notary Public



APPROVED
TRANS UNION
LAW DEPARTMENT

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EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

LOT 1 IN NORTHLAKE BUSINESS PARK, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 12-31-200-023-0000

Property of Cook County Clerk's Office

*505 N Railroad Ave
Northlake Ill 60164*

APPROVED
TRANS UNION
LAW DEPARTMENT