This space reserved for Recorders use only This document was prepared by, and after recording, return to:

DC-505 North Railroad Avenue, LLC 4211 W. Boy Scout Blvd., Suite 500 Tampa, FL 33607 Attn: John E. Carter

Permanent Tax Index Number: 12-31-200-623-5000

Josephas XE Deap

Property Address: 505 Railroad Avenue Northlake, Illinois 60/64



Doc#: 1428042057 Fee: \$60.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A.Yarbrough

Cook County Recorder of Deeds
Date: 10/07/2014 01:18 PM Pg: 1 of 12

SUBORDINATION, NON-DISTURBANCE, RECOGNITION, AND ATTORNMENT AGREEMENT

This SUBORDINATION, NON-DISTURBANCE, RECOGNITION AND ATTORNMENT AGREEMENT dated as of Asset 2014 (the "Agreement"), is executed by and among DC-505 NORTH RAILROAD AVENUE, LLC, a Delaware limited liability company (the "Landlord"), COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC, a Delaware limited liability company (the "Tenant"), and BANK OF AMERICA, NA, a national banking association, as Administrative Agent for a group of lenders (the "Lender").

RECITALS:

- B. The Tenant has entered into that certain lease agreement dated as of July 25, 2014 with the Landlord (as amended, the "Lease Agreement", the Lease Agreement, together with Exhibits, Addenda, amendments and modifications thereof, being collectively referred to herein as the "Lease"), pursuant to which the Tenant has leased certain premises (the "Leased Premises") consisting of approximately 1,680 of gross square feet of space in the building ("Building") on the parcel of land (the "Land"; the Land and Building being collectively referred to herein as the "Real Estate") legally described on Exhibit A attached hereto and made a part hereof. Capitalized terms used in this Agreement and not otherwise defined in the Agreement shall have their respective meanings as defined in the Lease.

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

S P S S V S S C V N T S C

Box 400-CTCC

AGREEMENTS:

- 1. The Landlord and Tenant each represents and warrants to the Lender that the Lease Agreement constitutes the entire binding agreement between the Tenant and the Landlord with respect to the Leased Premises and there are no other binding agreements, written or verbal, governing the tenancy of the Tenant with respect to the Premises.
- 2. The Tenant has executed and delivered to the Lender that certain Tenant Estoppel Certificate dated on or about the date hereof (the "Estoppel Certificate"). The provisions of the Estoppel Certificate are hereby incorporated into this Agreement as if fully set forth in this Agreement in their entirety, and the Tenant acknowledges that the Lender will be relying on the statements made in the Estoppel Centificate in determining whether to disburse the proceeds of the loan secured by the Mortgage and whether to one into this Agreement.
- 3. Subject to the terms and conditions of this Agreement, the Tenant covenants with the Lender that the Lease shall be subject and subordinate to the lien and all other provisions of the Mortgage and to all modifications and extensions thereof, to the full extent of all principal, interest and all other amounts now or hereafter secured thereby and with the same force and effect as if the Mortgage had been executed and delivered prior to the execution and delivery of the Lease.
- 4. The Tenant acknowledges that the Landlord has collaterally assigned to the Lender any and all leases affecting the Real Estate, including the Lease, and the rents and other amounts, including, without limitation, lease termination fees, if pay, due and payable under such leases. In connection therewith, the Tenant agrees that, upon receipt of a motice from the Lender of a default by the Landlord under such assignment and a demand by the Lender for direct payment to the Lender of the rents due under the Lease, the Tenant will honor such demand and make all subsequent rent payments directly to the Lender, provided that Lender first provides Tenant with an executed W9 and an executed payee profile form substantially in the form attached hereto as Exhibit E.
 - 5. The Lender agrees that so long as the Lease is in full force and effect:
- (a) The Tenant shall not be named or joined as a party in any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage (unless the Tenant is a necessary party under applicable law); and
- (b) The possession by the Tenant of the Leased Premises, and the Tenant's $r_i p$ ts thereto and Tenant's rights under the Lease shall not be disturbed, affected or impaired by, nor will the Lease or the term thereof be terminated or otherwise materially adversely affected by (i) any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage, or by any judicial sale or execution or other sale of the Leased Premises, or any deed given in lieu of foreclosure, or (ii) any default under the Mortgage.
- 6. Except as provided in this Agreement, prior to pursuing any remedy available to the Tenant under the Lease, at law or in equity as a result of any failure of the Landlord to perform or observe any covenant, condition, provision or obligation to be performed or observed by the Landlord under the Lease (any such failure being hereinafter referred to as a "Landlord's Default"), the Tenant shall: (a) provide the Lender with a notice of the Landlord's Default, specifying the nature thereof, and the section of the Lease under which such Landlord's Default arose, and (b) allow the Lender not less than thirty (30) days following receipt of notice of the Landlord's Default to cure the same; provided, however, that, if such Landlord's Default is not readily curable within such thirty (30) day period, the Tenant shall give the Lender such additional time as the Lender may reasonably need to obtain possession and control of the

Real Estate and to cure such Landlord's Default so long as the Lender is diligently pursuing a cure. Except as provided in this Agreement, the Tenant shall not pursue any remedy available to it as a result of any Landlord's Default unless the Lender fails to cure same within the time period specified above. For purposes of this Section 6, a Landlord's Default shall not be deemed to have occurred until all grace and/or cure periods applicable thereto under the Lease have lapsed without the Landlord having effectuated a cure thereof. Notwithstanding anything to the contrary in this Agreement:

- (a) Tenant shall not be required to give Lender notice of any Service Level Failure; and
- (b) Lender shall not have any additional time to cure any Service Level Failure.
- 7. If the Lender or any future holder of the Mortgage shall become the owner of the Real Estate by reason of foreclosure of the Mortgage or otherwise, or if the Real Estate shall be sold as a result of any action or proceeding to foreclose the Mortgage or transfer of ownership by deed given in lieu of foreclosure, the Lease shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between the Tenant and the new owner of the Real Estate as "landlord" upon all the same terms, covenants and provisions contained in the Lease (subject to the exclusions set forth in subsection (b) below), and in such event:
- (a) The Tenant shall be bound to such new owner under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if the Tenant elects or has elected to exercise its options to extend the term), and the Tenant hereby agrees to attorn to such new owner and to recognize such new owner as "landlord" under the Lease without any additional documentation to effect such attornment (provided, however, if applicable law shall require additional documentation at the time the Lender exercises its remedies then the Tenant shall execute such additional documents evidencing such attornment as may be required by applicable law, and provided that Tenant shall not be obligated to pay any rent or other amounts due under the Lease until such new owner has provided Tenant with an executed W9 and an executed pay se profile form substantially in the form attached hereto as Exhibit B);
- (b) Such new owner shall be bound to the Tenant under all of the terms, covenants and provisions of the Lease and shall recognize all of Tenant's rights under the Lease for the remainder of the term thereof (including the extension periods, if the Tenant elects or has elected to exercise its options to extend the term); provided, however, that such new owner shall not be:
 - (i) liable for any act or omission of any prior landlord (including the Landlord) that is not then continuing under the Lease; provided, however, that the Tenant's sole remedy against such owner with respect to any act or omission of any prior landlord (including Landlord) that is then continuing under the Lease shall be to assert against such new owner any offsets or abatements of rent or Service Level Credits or other defenses which the Tenant has against any landlord under the Lease (including the Landlord) (subject to the limitation set forth in clause (ii) below);
 - (ii) subject to any offsets, abatements, or defenses which the Tenant has against any prior landlord (including the Landlord) except for Service Level Credits, and unless the Tenant shall have provided the Lender with (A) notice of the Landlord's Default that gave rise to such offset or defense, and (B) the opportunity to cure the same, all in accordance with the terms of Section 6 above, but subject to the exceptions set forth in Section 6;
 - (iii) bound by any base rent, percentage rent, additional rent or any other amounts payable under the Lease which the Tenant might have paid in advance for more than the current

month to any prior landlord (including the Landlord), other than advance payments of additional rent due to payments of Taxes pursuant to Section 4.3 of the Lease, any estimated payments by Tenant of operating expenses pursuant to Section 4.4 of the Lease, and the estimated payments by Tenant for power pursuant to Section 11 of the Lease;

- (iv) liable to refund or otherwise account to the Tenant for any security or other deposits not actually paid over to such new owner by the Landlord;
- (v) bound by any amendment or modification of the Lease made without the Lender's consent, which consent Lender shall not unreasonably withhold or delay;
- (vi) bound by, or liable for any breach of, any representation or warranty or indemnity agreement contained in the Lease or otherwise made by any prior landlord (including the Landlord); or
- (vii) personally liable or obligated to perform any such term, covenant or provision, such new owner's hability being limited in all cases to its interest in the Real Estate and all rents and proceeds arising therefrom.
- 8. The Tenant hereby agrees that it will not agree with the Landlord to terminate the Lease or any portion thereof (except pursuant to termination rights expressly granted to Tenant under the Lease).
- 9. The Tenant and the Landlord rereby acknowledge and agree as follows with respect to the Lease:
- (a) Section 12.5 of the Lease is not intended to, and shall not, override the provisions of Section 12.2(f) of the Lease; and
- (b) Section 18.4.2 of the Lease is not intended to, and shall not, exculpate Guarantor from its obligations under the Guaranty.
- 10. Any notices, communications and waivers under this An ement shall be in writing and shall be (a) delivered in person, (b) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (c) by overnight express carrier, addressed in each case as follows:

To the Lender:

Bank of America, N.A. 100 North Tryon Street

NC1-007-11-15 Charlotte, NC 28255

Attn: Commercial Real Estate Banking Group

With a copy to:

Bank of America, N.A. Nexsen Pruet, LLC

227 West Trade Street, Suite 1550

Charlotte, NC 28202 Attn: Keith A. Mrochek

If to Landlord:

DC-505 North Railroad Avenue, LLC c/o Carter Validus Properties, LLC 4211 W. Boy Scout Blvd., Suite 500

Tampa, FL 33607

1428042057 Page: 5 of 12

UNOFFICIAL COPY

Attn: John E. Carter

With a copy to:

GrayRobinson, P.A.

201 North Franklin Street, Suite 2200

Tampa, Florida 33602 Attn: Stephen L. Kussner

To the Tenant:

Comcast Cable Communications Management, LLC

1354 Boot Road

West Chester, PA 19380

Attn: Executive Director, National Data Center Services

With a copy to:

Comcast Cable Communications, LLC

One Comcast Center Philadelphia, PA 19103 Attention: General Counsel

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this section shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

- 11. The Landlord and Tenant each acknowledges and agrees that the Lender will be relying on the respective representations, warranties, covenants and agreements of the Landlord and/or Tenant contained herein. The Lender acknowledges and agrees that the Tenant will be relying on the agreements of the Lender contained herein.
- 12. Effective only upon the execution of this Agreement by Landlord, Tenant, and Lender, and the delivery to Landlord, Tenant, and Lender of a fully execute 1 counterpart of this Agreement, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns and any nominees of the Lender, all of whom are entitled to rely upon the provisions hereof. This Agreement shall be governed by the laws of the State of Illinois.
- 13. This Agreement may be executed in multiple counterparts with signature to each such counterpart being deemed signature to all such counterparts, each of which shall be deer at and original and all of which such counterparts together shall constitute one and the same Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Subordination, Non-Disturbance, Recognition, and Attornment Agreement as of the day and year first above written.

LENDER:

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

By: Storge T. Williams, Jr.

Title: _____

State of South Carding)

South Carding)

State of Richland)

This instrument was acknowledged before me car Hug. 22 , 2014, by George T. Williams Ja. as Vice Res. of BANK OF AMERICA, N.A., a national banking association.

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

Notary Public

...1428042057 Page: 7 of 12

UNOFFICIAL COPY

TENANT:

COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC, a Delaware limited liability company

Name: Gerald C. O'Brien
Vice President - Real Estate

State of TENNSYLVANIS)
County of Philadelphy

This instrument was acknowledged refere me on 1-10, 2014, by GERALC. OBRIBLE COMMUNICATIONS MANAGEMENT, LLC, a Delaware limited liability company.

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

Notary Public

{seal}

NOTARIAL SEAL
THOMAS CIARLONE, Notary Public
City of Philadelphia, Phila County

1428042057 Page: 8 of 12

UNOFFICIAL CO

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

> > 20m Elaster

Title: CO

DOOD OF GC State of Flocida

County of Hillsbarugh

This instrument was acknowledged before me on John E. Carter CEQ 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.

XPIRES: August 24, 2015

1428042057 Page: 9 of 12

UNOFFICIAL COPY

Cleb

THLAKE BUSINESS PARK, BEI.
OF SECTION 31, TOWNSHIP 40 No.
IPAL MERIDIAN, IN COOK COUNTY, IL.

-200-023-0000

SAS N. Reihoud Our
Northlake Ill Wiley

County

Cou 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

9

1428042057 Page: 10 of 12

UNOFFICIAL COPY

Exhibit B



Must Check One				
New Partner	[]		
Existing Partner*]		
*Vendor#:		_		

ACCOUNTS PAYABLE SHARED SERVICES Comcast Cable Partner Profile Form

Completion of this form is REQUIRED for additions or changes to a supplier master profile.

Note: If you are a multi-dwelling unit property owner, multi-dwelling unit developer, condominium or homeowners association only fill in

Sections: A. B. D. and H.

Section	ns: A. B. D, and H.			
Section A:	Company Information			
Xign Enrollment Code:	Fed Tax ID:			
Legal Company rame:	D&8 #			
DBA/Businer & Nation	U40 7-			
Current Addre ss.				
City:	State: Zip Code:			
Phone Number:	Website:			
Point of Contact:	Title:			
Email:	Phone:			
Interest in EDI: Yes [] No []				
Section B: Partner park is for	nation (for EFT / direct deposit payment)			
	offly Comcast immediately If banking information changes			
Name on Account:	Bank Name:			
ABA Number:	Account Number:			
Remittance Advice Email:	_()			
Section C: Ownership	Section D: Tax Payer Classification			
Business 51% Owned/Controlled by the Following:	Sole Tup etership [] Limited Partnership []			
Minority Owned [] Woman Owned	[] General Certerriship [] Corporation []			
[African American HUBZone Small Business	[] Faction E: Business Classification			
[] Asian/Indian American Veteran Owned [] Asian Pacific American Service Disabled Vet. Owned	Small Business Large Business Privately Owned Non-Profit Cro.			
[] Hispenic American Small Disadventaged Owned				
[] Native American N/A	[] Subsidiary of Above Names Parent [] Independent [
[] Other:	Division of Above Named Parent []			
Saction 6	Affiliate of Above Named Parent [] : Type of Business			
	tail Desier [] Value Added Retailer] Wholeseler			
	rvice Provider [] Other:			
] NA				
	Ethnic or Woman Owned Enterprise			
if applicable, indicate the agency from which your company has b enterprise, and attach a copy of your certification. COPY OF CER	pen certified as a ethnic or woman owned enterprise, or asi usiness			
was bused, and enterty a copy of your continuentally. COPY OF CER	<u>-</u>			
Small Business Administration: (Indicate the locality):	Date Specify Locality/Ar arr			
NMSDC Affiliated Council (List the council name and phone): For Women's Business Enterprise National Council; www.wbenc.org	isting of council(s) in			
Cher (Specify):				
The Certification attached applies to:				
The Current Address listed above only.				
] All locations of the Parent Company listed above.	I INA			
Section H: Ve	ification of Information			
Name of Authorized Rep (Print)	Email Address			
,	enten programa			
Dete	Title of Authorized Rep			
	ing at wallanced USb			

1428042057 Page: 11 of 12

UNOFFICIAL COPY

Form W-9 Fery. October 2007) Department of the Treesur

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS

	Iment of the Treasury Il Revisius Service		send to the IRS.
-2	Name (as shown on your income lax return)		
Print or type ic instructions on page	Business name, if different from above		
	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corpors ☐ Limited liability company. Enter the tax classification (D=disregarded) ☐ Other (see instructions) ▶	Exempt payee	
	40. ses (number, street, and apt. or suite no.)	Requester's ne	me and address (optional)
Specific	Or, store and ZIP code		
88	List accr., it no riber(a) here (optional)		
Par	Texpayer (do itification Number (TIN)		
Enter your TIN in the appropriate oox. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, the is your social security number (8SN), However, for a resident slien, sole proprietor, or disregarded entity, we the Part I instructions on page 3. For other entities, it is			piel security number
your e	employer identification number (EIN) if you do not have a number	r, see How to get a TIN on page 3,	or
Note. numb	. If the account is in more than one name, see the chart on page error enter.	4 for guidelines on whose	ployer identification number
Pari	Certification		

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct texpayer ic antification number (or I am weiting for a number to be issued to me), and
- 2. I am not subject to backup withholding because: (a) I am exempt to m backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding, and lesuit of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have blien lotified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividende on your lax return. For real setate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancide on debt, contributions to an individual retirement arrangement (IRA), and generally, paymente other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Signeture of Here U.S. person ► Pet ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TiN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting if (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. on on. For federal tax purposes, you are considered a U.S. person F you are:

- ◆ An individual who is a U.S. piùizen or U.S. resident alien.
- A partnership, corporation, somrany, or association created or organized in the United States of under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations Action 301,7701-7).

 Output

 Description:

Special rules for partnerships. Partnerships the conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign pertners' share of from such business. Further, in certain cases where a Torm W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

• The U.S. owner of a disregarded entity and not the entity.

Cet. No. 10231X

Form W-9 (Rev. 10-2007)

1428042057 Page: 12 of 12

UNOFFICIAL COPY

LEGAL		Must Check One				
Data Entry Notes:						
Classification: <u>Legal</u>						
		*Complete Applicable Fields				
	ACCOUNTS PAYABLE SHARED SERVICE	CES				
	Comcast Cable Legal Payee Profile Form					
	Completed W-9 must be submitted for new	v Payee accounts.				
Check one:						
Oneth One.						
Individual	SG No.					
HP, IVIC 181	SS No					
Business	Fed Tax ID:					
	Section A: Payee Information					
lowel C						
Legal Company Name or Individuals Name:	′ 🔿					
Current Address:						
		State: Zip Code:				
Phone Number: _						
Contact Name :		Email:				
	0,					
	<u> </u>					
	Section B: Bank Information (for EFT i direct dep	osit payment)				
Note: It is	the responsibility of the Payee to notify Comcast Immed. very	Y aanking information changes				
	*	Q _A ,				
Name on Account:	Ba	nk Nam :				
_						
ABA Number:	Accoun	t Number:				
_						
Remittance Advice Email: _						
		·C)				
Information provided by:	Sion 9 Data:	THE MARKS ARRIVE STORE & STORE				
information provided by	Sign & Date:	-				
Email :	Chance					
⊑(TRI) ;	Phone:					
Please submit o	completed form to: chg_vendor_maintenance@cable					
THE PARTY OF THE P						