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1518716071

**PREPARED BY AND WHEN  
RECORDED RETURN TO:**

Perkins Coie LLP  
1201 Third Avenue, Suite 4900  
Seattle, Washington 98101  
Attention: James D. Gradel

Doc#: 1518716071 Fee: \$62.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/06/2015 03:46 PM Pg: 1 of 13

(Space Above For Recording Use)

<b>Document Title:</b>	SUBORDINATION, ESTOPPEL AND ATTORNMENT AGREEMENT
<b>Grantors:</b>	39 CHICAGO BUILDING LLC, a Delaware limited liability company KHP III 39 CHICAGO LLC, a Delaware limited liability company
<b>Grantee:</b>	U.S. BANK NATIONAL ASSOCIATION, a national banking association

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CCRD REVIEWER *[Signature]*

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## SUBORDINATION, ESTOPPEL AND ATTORNMENT AGREEMENT (BORROWER)

Date: July 2, 2015

From: 39 CHICAGO BUILDING LLC, a Delaware limited liability company  
("Subtenant") and

KHP III 39 CHICAGO LLC, a Delaware limited liability company  
("Sublandlord")

To: U.S. BANK NATIONAL ASSOCIATION ("U.S. Bank")  
Commercial Real Estate Loan Administration  
1420 Fifth Avenue, 8th Floor  
Seattle, Washington 98101

Sublease Dated: July 2, 2015

Initial Sublease Term: EIGHTY-EIGHT (88) years

### RECITALS

A. Subtenant has entered into that certain Ground Sublease, dated as of July 2, 2015 (the "Sublease") with Sublandlord of the premises described more particularly on attached Exhibit A (the "Premises").

B. U.S. Bank has agreed to make a loan in the amount of \$66,500,000 to Subtenant (the "Loan") secured by, among other things, a Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing made by Sublandlord in favor of U.S. Bank (the "Mortgage"), which Mortgage also secures any future advances made by U.S. Bank. The Mortgage was recorded on 7-6, 2015, under Cook County, Illinois Recorder's file No. 1518716069

C. As a condition to making the Loan, Subtenant and Sublandlord are required to enter into this Subordination, Estoppel and Attornment Agreement (this "Agreement") with U.S. Bank.

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, the parties hereto mutually covenant and agree as follows:

1. Subject to the terms of this Agreement, the Sublease and any extensions, renewals, replacements or modifications thereof, and all of the right, title and interest of the Subtenant in and to the Premises, including but not limited to any option or right of first refusal to purchase the Premises, or any acquisition of title to the Premises by Subtenant

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during the term of the Mortgage and to advances made or to be made thereunder, are and shall be subject and subordinate to the Mortgage and to all of the terms and conditions contained therein, and to any renewals, modifications, increases, replacements, consolidations and extensions of the indebtedness secured thereby.

2. U.S. Bank consents to the Sublease.

3. Subtenant agrees that in the event that U.S. Bank or its successors or assigns acquires the interests of Sublandlord in the Premises by reason of foreclosure, deed in lieu of foreclosure, other proceedings brought by it, or by any other manner, and U.S. Bank has not elected to foreclose or otherwise terminate the Sublease, Subtenant shall be bound to U.S. Bank under all of the terms, covenants and conditions of the Sublease for the balance of the term thereof remaining and any extensions or renewals thereof which may be affected in accordance with any option therefor in the Sublease, with the same force and effect as if U.S. Bank were the Sublandlord under the Sublease, and Subtenant does hereby attorn to U.S. Bank as its Sublandlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon U.S. Bank succeeding to the interest of the Sublandlord in the Premises. Subtenant agrees, however, upon the election of and written demand by U.S. Bank after U.S. Bank receives title to the Premises, to promptly execute an instrument in confirmation of the foregoing provisions (including, at U.S. Bank's election, a new sublease in substantially the same form as the Sublease) satisfactory to U.S. Bank, in which Subtenant shall acknowledge such attornment and shall set forth the terms and conditions of its tenancy.

4. Subtenant agrees with U.S. Bank that if U.S. Bank shall succeed to the interest of Sublandlord under the Sublease, U.S. Bank shall not be (a) liable for any action or omission of any prior landlord under the Sublease, or (b) subject to any offsets or defenses which Subtenant might have against any prior landlord, or (c) bound by any rent or additional rent which Subtenant might have paid for more than the current month to any prior landlord, or (d) bound by any security deposit which Subtenant may have paid to any prior landlord, unless such deposit is in an escrow fund available to U.S. Bank, or (e) bound by any amendment or modification of the Sublease made without U.S. Bank's consent which consent shall not be unreasonably withheld, conditioned or delayed, or (f) bound by any provision in the Sublease which obligates the Sublandlord to erect or complete any building or to perform any construction work or to make any improvements to the Premises, or (g) liable for or incur any obligation with respect to any breach of warranties or representations of any nature under the Sublease or otherwise, including, without limitation, any warranties, or representations respecting use, compliance with zoning, landlord's title, landlord's authority, habitability and/or fitness for any purpose or possession, or (h) liable for consequential damages. Subtenant further agrees with U.S. Bank that Subtenant will not voluntarily subordinate the Sublease to any other lien or encumbrance without U.S. Bank's consent.

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5. In the event that the Sublandlord shall default in the performance or observance of any of the terms, conditions or agreements in the Sublease, Subtenant shall give written notice thereof to the U.S. Bank and the U.S. Bank shall have the right (but not the obligation) to cure such default. Subtenant shall not take any action with respect to such default under the Sublease, including and without limitation, any action in order to terminate, rescind or void the Sublease or to withhold any rental thereunder for a period of 10 days after receipt of such written notice thereof by the U.S. Bank with respect to any such default capable of being cured by the payment of money and for a period of 30 days after receipt of such written notice thereof by the U.S. Bank with respect to any other such default; provided, that in the case of any default which cannot be cured by the payment of money and cannot with diligence be cured within such thirty 30-day period because of the nature of such default or because U.S. Bank requires time to obtain possession of the Premises in order to cure the default, if U.S. Bank shall proceed promptly to attempt to obtain possession of the Premises, where possession is required, and to cure the same and thereafter shall prosecute the curing of such default with diligence and continuity, then the time within which such default may be cured shall be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.

6. Subtenant agrees with U.S. Bank that Subtenant's estate in the Premises shall not be conveyed or encumbered without the written consent of the U.S. Bank so long as the Sublease is in effect.

7. Subtenant and Sublandlord shall not cancel, terminate, surrender, modify or amend or in any way alter or permit the alteration of any of the provisions of the Sublease or agree to any termination, amendment, modification or surrender of the Sublease without prior written consent in each instance of U.S. Bank and U.S. Bancorp Community Investment Corporation, a Minnesota corporation ("CIC"), which consent shall not be unreasonably withheld, conditioned or delayed.

8. In the event that there exists any event of default under the Mortgage and a receiver is appointed, Subtenant expressly consents to the right of the receiver to reject the Sublease, and upon such request by the receiver, agrees to surrender possession of the Premises without the necessity of a forcible detainer proceeding.

9. Sublandlord and Subtenant hereby covenant and agree with U.S. Bank as follows:

(a) The Sublease has been properly executed and delivered by Subtenant, is valid and binding upon Subtenant, has not been modified, and is in full force and effect;

(b) As of the date hereof, there exist no defaults under the terms of the Sublease by Sublandlord or Subtenant;

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(c) As of the date hereof, Subtenant has not paid any rental to Sublandlord more than one month in advance and Sublandlord holds no security deposit for Subtenant;

(d) As of the date hereof, Subtenant has no defense, claim of lien or offset, under the Sublease or against the rental payable thereunder; and

(e) As of the date hereof, Subtenant has no claims to or interest in the Premises, legal or equitable, or any contract or option therefore, other than as a tenant under the Sublease.

Subtenant hereby agrees that it will promptly notify U.S. Bank in writing of and when any of the above conditions should become untrue or incorrect in any material respect.

10. This Agreement shall bind and inure to the benefit of all parties hereto, their successors and assigns. CIC is hereby designated as an express third party beneficiary with respect to the rights set forth in Section 7 of this Agreement. As used herein (a) the term "Subtenant" shall include the Subtenant, its successors and assigns; (b) the words "foreclosure" and "foreclosure sale" as used herein shall be deemed to include the acquisition of Sublandlord's estate in the Premises by voluntary deed (or assignment) in lieu of foreclosure: the word "U.S. Bank" shall include U.S. Bank herein specifically named and any of its successors and assigns, including anyone who shall succeed to Sublandlord's interest in the Premises by, through or under foreclosure of the Mortgage; and (c) the word "CIC" shall include U.S. Bancorp Community Investment Corporation or any of its successors and assigns.

11. This Agreement shall not be modified or amended except in writing signed by the parties hereto.

12. The use of the neuter gender in this Agreement shall be deemed to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires.

13. Notwithstanding any of the other provisions hereof, this Agreement is not intended to create and shall not be deemed to create any personal liability on the part of tenant for repayment of the loan secured by the Mortgage.

14. This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same original.

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15. All notices, requests and other correspondences provided to CIC pursuant to the terms of this Agreement shall be delivered to the following address:

U.S. Bancorp Community Investment Corporation  
1307 Washington Avenue, Suite 300  
St. Louis, Missouri 63103  
Project Reference: 23527  
Attn: Director of Asset Management - HTC

16. This Agreement shall be governed by the laws of the State of Illinois.

[SIGNATURE PAGE FOLLOWS]

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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

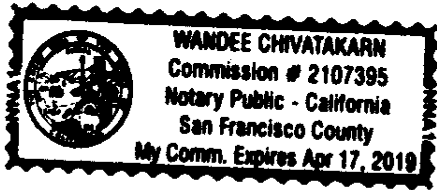
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of San Francisco )  
 On June 23, 2015 before me, Wandee Chivatarkarn, Notary Public,  
Date Here Insert Name and Title of the Officer  
 personally appeared Judith C Miles  
Name(s) of Signer(s)

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 Wandee Chivatarkarn  
Signature of Notary Public

Place Notary Seal Above

### OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

#### Description of Attached Document

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
 Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer(s)

- Signer's Name: \_\_\_\_\_
- Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Individual  Attorney in Fact
  - Trustee  Guardian or Conservator
  - Other: \_\_\_\_\_

- Signer's Name: \_\_\_\_\_
- Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Individual  Attorney in Fact
  - Trustee  Guardian or Conservator
  - Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



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IN WITNESS WHEREOF the parties hereto have placed their hands and seals the day and year first above written.

**Subtenant:**

39 CHICAGO BUILDING LLC, a Delaware  
limited liability company

By: *Judith C Miles*  
Name: Judith C Miles  
Title: Secretary

STATE OF \_\_\_\_\_ )  
                                          ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the \_\_\_\_\_ of 39 CHICAGO BUILDING LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_, 2015

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of \_\_\_\_\_, residing at: \_\_\_\_\_

My appointment expires: \_\_\_\_\_

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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of SAN FRANCISCO )

On JUNE 23, 2015 before me, Wandee Chivatakarn, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Judith C. Miles  
Name(s) of Signer(s)

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 Wandee Chivatakarn  
Signature of Notary Public

Place Notary Seal Above

### OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

#### Description of Attached Document

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer(s)

- Signer's Name: \_\_\_\_\_
- Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Individual  Attorney in Fact
  - Trustee  Guardian or Conservator
  - Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

- Signer's Name: \_\_\_\_\_
- Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Individual  Attorney in Fact
  - Trustee  Guardian or Conservator
  - Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

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IN WITNESS WHEREOF the parties hereto have placed their hands and seals the day and year first above written.

**U.S. Bank:**

U.S. BANK NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: JASON D BREWER  
Title: VICE PRESIDENT

STATE OF WASHINGTON )  
                                          ) ss.  
COUNTY OF KING        )

I certify that I know or have satisfactory evidence that JASON BREWER is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the VICE PRESIDENT of U.S. Bank National Association, a national banking association, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: JUNE 23, 2015.



Linda J. Leahy  
(Signature of Notary)  
LINDA J. LEAHY  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington, residing at: PORT ORCHARD.  
My appointment expires: 8-9-17

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## EXHIBIT A to Subordination, Estoppel and Attornment Agreement

### LEGAL DESCRIPTION

The Land is located in Cook County, Illinois and is legally described as follows:

PARCEL 1:

THE SOUTH 80.00 FEET OF LOTS 6, 7 AND 8 (EXCEPT THAT PART OF LOT 8 TAKEN AND USED FOR LASALLE STREET) IN BLOCK 118 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE VACATED PUBLIC ALLEY, LYING NORTH OF AND ADJOINING LOTS 21 TO 28, BOTH INCLUSIVE; LYING SOUTH OF AND ADJOINING LOTS 29, 31, 32 AND 33; LYING EAST OF THE EAST LINE OF SOUTH LASALLE STREET, AS WIDENED, AND LYING WEST OF AND ADJOINING LOTS 18 AND 19 IN ASSESSOR'S DIVISION OF BLOCK 118 IN SCHOOL SECTION ADDITION TO CHICAGO OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 28 AFORESAID; THENCE EAST ALONG THE NORTH LINE OF LOTS 28, 27, 26, 25, 24, 23, 22 AND 21 AFORESAID TO THE NORTHEAST CORNER OF LOT 21 AFORESAID; THENCE NORTH ALONG THE WEST LINE OF LOTS 18 AND 19 TO THE SOUTHEAST CORNER OF LOT 33 AFORESAID; THENCE WEST ALONG THE SOUTH LINE OF LOTS 33, 32 AND 31 AND PART OF LOT 29 TO A POINT 45.10 FEET EAST OF THE WEST LINE OF SAID LOT 29; THENCE SOUTH PARALLEL WITH SAID WEST LINE, A DISTANCE OF 8.00 FEET; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 29 TO THE SOUTHWEST CORNER OF LOT 29, BEING ALSO THE EAST LINE OF SOUTH LASALLE STREET, AS WIDENED; THENCE SOUTH ALONG SAID EAST LINE OF SOUTH LASALLE STREET, AS WIDENED, TO THE POINT OF BEGINNING, EXCLUDING THEREFROM THE EAST 22.75 FEET THEREOF, ALL IN COOK COUNTY, ILLINOIS.

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Address: 39 South LaSalle Street, Chicago, Cook County, Illinois 60603.

PIN(s): 17-16-204-005-0000; 17-16-204-024-0000

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