# **UNOFFICIAL** (

PREPARED BY AND UPON RECORDATION RETURN TO:

Stroock & Stroock & Lavan LLP 200 S. Biscayne Blvd., Suite 3100 Miami, FL 33131 Attention: Ronald A. Kriss, Esq.

Doc#: 1526510065 Fee: \$66.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 09/22/2015 12:58 PM Pg: 1 of 15

100 WEST MONROE FUNDING LLC, a Delaware limited liability company (Lender)

and

100 MONROE ROOFTOP LLC, an Illing's limited liability company Subtenant)

an i

MT CLARK MONROF I LC. an Illinois limited liability corapany (Sublandlord)

SUBORDINATION, NON-DISTURBANCE, AND SOM OFFICE ATTORNMENT AGREEMENT

Dated: September 21, 2015

Location: 100 West Monroe Street Chicago, Illinois 60603

NY 75870307v1

NCS 737370 SM 6 of 9



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### **UNOFFICIAL COPY**

### SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement"), is entered into as of the 21st day of September, 2015, by and among 100 MONROE ROOFTOP LLC, an Illinois limited liability company ("Subtenant"), MT CLARK MONROE LLC, an Illinois limited liability company ("Sublandlord") and 100 WEST MONROE FUNDING LLC, a Delaware limited liability company ("Lender").

#### WITNESSETH:

WHEREAS, this Agreement affects the Property described in Exhibit A attached hereto;

WHERIAS. the terms "Premises", "Master Lease", "Rooftop Sublease", "Property", "Loan", "Assignment of Leases and Rents", "Note", "Security Instrument", "Event of Default", "Obligations" and "Loan Documents" are defined in the Schedule of Definitions attached hereto as Exhibit B;

WHEREAS, Sublandlord hoids a leasehold estate in the Property pursuant to the Master Lease between Sublandlord, as tenant, and Owner, as landlord, and Sublandlord and Subtenant have entered into the Rooftop Sublease Lovering the Premises in the Property;

WHEREAS, pursuant to the Master Lease, as security for the Sublandlord's obligations thereunder, Sublandlord has assigned to Owner and granted to Owner a security interest in all of Sublandlord's rights and interests in, to, and under the Sublease as Sublandlord thereunder;

WHEREAS, Owner is obtaining the Loan from Lender and, as security for the Loan, Owner has assigned to Lender and granted to Lender a security interest in all of Owner's rights and interests under the Master Lease, as landlord thereunder, including but not limited to the assignment and security interests with respect to the Sublease head by Owner pursuant to the Master Lease;

WHEREAS, Lender will not make the Loan evidenced by the Note, which Note is secured by the Security Instrument covering the Property and the Assignment of Leases and Rents, unless the Rooftop Sublease is subordinate to the Security Instrument;

WHEREAS, the parties hereto desire to expressly confirm the subordination of the Rooftop Sublease to the Security Instrument and the Assignment of Leases and Rents, it being a condition precedent to Lender's obligation to make the Loan that the Security Instrument and the Assignment of Leases and Rents be at all times prior and superior to the leasehold interests and estate created by the Rooftop Sublease; and

WHEREAS, Subtenant has requested that Lender agree not to disturb Subtenant's possessory rights in the Premises in the event Lender should foreclose the Security Instrument or the Assignment of Leases and Rents or Lender should otherwise come into possession of the Premises and, provided that Subtenant is not then in default under the Rooftop Sublease and provided further that Subtenant attorns to Lender or the purchaser at any foreclosure sale of the

Property or purchaser in lieu of foreclosure, Lender is willing to agree to such request, upon and subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of other good and valuable consideration, the parties agree as follows:

#### 1. Subordination.

Anything to the contrary in the Rooftop Sublease notwithstanding, the Rooftop Sublease and the subleasehold estate created thereby, and all of Subtenant's rights thereunder, are and shall be and shall at all times remain subject, subordinate and inferior to the Security Instrument and the Assignment of Leases and Rents and all rights of Lender thereunder and to any and all renewals, revisions, modifications, consolidations, replacements and extensions thereof. This Agreement will have the same force and effect as if the Security Instrument and the Assignment of Leases and Rents have been recorded prior to the Rooftop Sublease or any notice thereof.

#### 2. Acknowledgment and Agreement by Subtenant.

Subtenant acknowledges and agrees that:

- (a) Subtenant has been advised of the existence of the Master Lease and Security Instrument and the agreements evidencing and securing the Loan; and
- (b) From and after the date hereof, in the event of any act or omission by Sublandlord which would give Subtenant the right, either inmediately or after the lapse of time, to terminate the Rooftop Sublease, to claim a partial or total eviction, to withhold any rent, and/or to otherwise refuse to meet any of Subtenant's obligations to perform under the Rooftop Sublease, Subtenant will not exercise any such right:
  - (i) until it has given written notice of such act or omission to Lender; and
  - (ii) until the same period of time as is given to Sublandford under the Rooftop Sublease to cure such act or omission and an additional period of time of thirty (30) days for a monetary default, or for any other default, the number of days reasonably required for Lender to obtain possession of the Property and to cure such default (but in no event less than an additional thirty (30) day period), shall have elapsed following Lender's receipt of such notice.
- (c) Subtenant has notice that the Rooftop Sublease and the rents and all other sums due thereunder have been assigned or are to be assigned to Owner as security for Sublandlord's obligations under the Master Lease and in turn assigned Lender as security for the Loan secured by the Security Instrument and the Assignment of Leases and Rents. In the event Lender notifies Subtenant of the occurrence of an Event of Default under the Security Instrument and demands that Subtenant pay its rents and all other sums due or to become due under the Rooftop Sublease directly to Lender, Subtenant shall honor such demand and pay its rent and all

other sums due under the Rooftop Sublease directly to Lender or as otherwise authorized in writing by Lender. Sublandlord hereby irrevocably authorizes Subtenant to make the foregoing payments to Lender upon such notice and demand.

- (d) Subtenant shall send a copy of any default notices given Sublandlord under the Rooftop Sublease to Lender at the same time and in the same manner such notice is sent to Sublandlord.
- (e) Within ten (10) days after Lender's request, Subtenant shall deliver to Lender and or to any person designated by Lender, estoppel certificates executed by Subtenant and acceptable to Lender in all respects certifying (if such be the case) that the Rooftop Sublease is in full force and effect, the date and amount of Subtenant's most recent payment of rent, that there are no decenses or offsets outstanding under the Rooftop Sublease (or stating those claimed by Subtenant, as the case may be) and such other information about Subtenant or the Rooftop Sublease as Lender may reasonably request.
- (f) This A.g. cement satisfies any condition or requirement in the Rooftop Sublease relating to the granting (f a nondisturbance agreement.
- (g) Subtenant shall not agree to any amendment or modification of the Rooftop Sublease without Lender's prior written consent, which consent may be given or withheld at Lender's absolute discretion.
- (h) Anything in the Rooftop Sublease to the contrary notwithstanding, in the event that Lender shall acquire title to, or shall take possession of, the Premises or the Property, Lender shall have no obligation, nor incur any liability, be ond Lender's then interest, if any, in the Premises and Subtenant shall look exclusively to such interest of Lender, if any, in the Property for the payment and discharge of any obligations imposed upon Lender hereunder or under the Rooftop Sublease and Lender is hereby released and releved of any other obligations hereunder and under the Rooftop Sublease. Subtenant agrees that with respect to any money judgment which may be obtained or secured by Subtenant against Lender, Subtenant shall look solely to the estate or interest owned by Lender in the Premises or the Property of which the Premises are a part and Subtenant shall not collect or attempt to collect any such joi prement out of any other assets of Lender or Lender's shareholders, principals, officers, directors, agents or employees.

#### 3. Nondisturbance, Attornment and New Lease.

- (a) In the event Lender shall come into possession of or acquire title to the Premises as a result of the enforcement or foreclosure of the Security Instrument, the Note or the Assignment of Leases and Rents, or by means of the delivery to Lender of a deed-in-lieu of foreclosure, or as a result of any other means:
  - (i) Lender agrees that Subtenant shall not be disturbed in its possession of the Premises for any reason other than one which would entitle the Sublandlord to terminate the Rooftop Sublease, under its terms or at law or in equity, or

would cause, without any further action by such Sublandlord, the termination of the Rooftop Sublease, or would entitle such Sublandlord to dispossess the Subtenant from the Premises; provided, however, that at the time Lender comes into possession of, or acquires title to, the Premises, Subtenant is not in default under the Rooftop Sublease beyond the expiration of applicable notice and cure periods, if any, and that no event has occurred and no condition then exists which, with the passage of time or the giving of notice, or both, would entitle the Sublandlord to terminate the Rooftop Sublease under its terms or would cause, without any further action of such Sublandlord, the termination of the Rooftop Sublease, or would entitle such Sublandlord to dispossess the Subtenant from the Premises; and

- (ii) Subtenant shall be bound to Lender under all of the terms, covenants and conditions of the Rooftop Sublease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Rooftop Sublease, with the same force and effect as if Lender were the Sublandlord under the Rooftop Sublease, and Subtenant does hereby attorn to Lender as its Sublandlord or master landlord, 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 Lender coming into possession of, or acquiring title to, the Premises. Subtenant agrees, however, upon the election of and written demand by Lender, within sixty (60) days after Lender receives title to the Premises, to execute an instrument in confirmation of the foregoing provisions, satisfactory to the Lender, in which Subtenant shall acknowledge such attornment and shall set forth the terms and conditions of its tenancy.
- (b) In the event any person or entity other than Lender shall come into possession of or acquire title to the Premises as a result of the enforcement or foreclosure of the Security Instrument, the Note or the Assignment of Leases and Pents, or in the event that Sublandlord conveys its estate in the Premises to any person or entity other than Lender, or in the event that Sublandlord's estate in the Premises passes to a person or entity other than Lender by operation of law or any other means (such person or entity being referred to hereinafter as a "Successor Owner"), then in any of said events:
  - (i) Subtenant shall not be disturbed in its possession of the Premises by such Successor Owner for any reason other than one which would entitle the Sublandlord to terminate the Rooftop Sublease, under its terms or at law or in equity, or would cause, without any further action by such Sublandlord, the termination of the Rooftop Sublease, or would entitle such Sublandlord to dispossess the Subtenant from the Premises; provided, however, that at the time such Successor Owner comes into possession of, or acquires title to, the Premises, Subtenant is not in default beyond the expiration of applicable notice and cure periods, if any, under the Rooftop Sublease and that no event has occurred and no condition then exists which, with the passage of time or the giving of notice, or both, would entitle the Sublandlord to terminate the Rooftop Sublease under its terms or would cause, without any further action of such Sublandlord, the termination of the Rooftop Sublease, or would entitle such Sublandlord to dispossess the Subtenant from the Premises; and

- (ii) Subtenant shall be bound to such Successor Owner under all of the terms, covenants and conditions of the Rooftop Sublease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Rooftop Sublease, with the same force and effect as if such Successor Owner were the Sublandlord under the Rooftop Sublease, and Subtenant does hereby attorn to such Successor Owner 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 such Successor Owner coming into possession of, or acquiring title to, the Premises. Subtenant agrees, however, upon the election of such Successor Owner, within sixty (60) days after such Successor Owner receives title to the Premises, to execute an instrument in confirmation of the foregoing provisions, satisfactory to such Successor Owner, in which Subtenant shall acknowledge such attornment and shall set forth the terms and conditions of its tenancy.
- (c) In the event Lender or any Successor Owner shall come into possession of or acquire title to the Premises, as aforesaid, neither Lender nor such Successor Owner shall be:
  - (i) liable for any act, omission or default of any prior landlord under the Rooftop Sublease (including, virhout limitation, Sublandlord); or
  - (ii) subject to any offsets or defenses which Subtenant might have against any prior landlord under the Kcot op Sublease (including, without limitation, Sublandlord); or
  - (iii) bound by any rent or additional rent which Subtenant might have paid for more than the then current month to any prior landlord under the Rooftop Sublease (including, without limitation, Sublandlord) or by any security deposit, cleaning deposit or other prepaid charge which Subtenant might have paid in advance to any prior landlord under the Rooftop Sublease (including, without limitation, Sublandlord), except to the extent (i) such payment shall have been expressly approved in writing by Lender and (ii) such prepayment is made pursuant to express requirements of the Rooftop Sublease; or
  - (iv) bound by any amendment or modification of the Rooftop Sublease made without Lender's written consent; or
  - (v) bound by any agreement of any Sublandlord under the Rooftop Sublease (including, without limitation, Sublandlord) with respect to the completion of any improvements at the Property or the Premises or for the payment or reimbursement to Subtenant of any contribution to the cost of the completion of any such improvements.
- (d) <u>Termination of Master Lease</u>. Subtenant agrees that no termination of the Master Lease for any reason shall, by itself, cause or be deemed to cause a termination of the Sublease. In the event of any such termination, the Sublease shall remain in full force and effect as a direct lease between Owner or any Successor Owner, as the case may be, in accordance with

and subject to the other provisions of this Section 3, which shall be applicable to the rights, obligations, claims, and interests as between Owner or any Successor Owner, on the one hand, and Subtenant, on the other.

(e) New Lease. Subtenant agrees, upon demand of Lender or any Successor Owner which shall have come into possession or acquired title to the Premises, as aforesaid, to execute a lease or sublease of the Premises (as tenant) with Lender or such Successor Owner (as landlord) upon the same terms and conditions as the Rooftop Sublease between Subtenant and Sublandlord, which lease or sublease shall cover any unexpired term of the Rooftop Sublease existing at the time of such conveyance of title.

#### 4. Acknowledgment and Agreement by Sublandlord.

Subjuillord, as sublandlord under the Rooftop Sublease and mortgagor under the Security Instrument, acknowledges and agrees for itself and its heirs, successors and assigns, that:

- (a) This agreement does not: (i) constitute a waiver by Lender of any of its rights under the Security Instrument and/or (ii) in any way release Sublandlord from its obligations to comply with the terms provisions, conditions, covenants, agreements and clauses of the Security Instrument.
- (b) The provisions of the Security Instrument remain in full force and effect and must be complied with by Sublandlord.
- (c) In the event Lender notifies Subtenant of the occurrence of any default under the Security Instrument and demands that Subtenant pay its rent and all other sums due under the Rooftop Sublease directly to Lender, Sublandlo d acknowledges and agrees that Subtenant shall have the right and obligation to pay all such rent and other sums due under the Rooftop Sublease directly to Lender or as otherwise authorized in writing by Lender.
- (d) Sublandlord shall not agree to any amendment or modification of the Rooftop Sublease without Lender's prior written consent, which consent may be given or withheld at Lender's absolute discretion.
- (e) Sublandlord shall not consent to any assignment or subletting of the Rooftop Sublease or Premises without Lender's prior written consent, which consent may be given or withheld at Lender's absolute discretion.

#### 5. Miscellaneous.

(a) Any notice, demand, consent, approval, direction, agreement or other communication (any "Notice") required or permitted hereunder or under any other documents in connection herewith shall be in writing and shall be addressed to the parties hereto at their addresses shown on Exhibit B hereto. All Notices shall be (i) personally delivered (including delivery by Federal Express or other comparable nation-wide overnight courier service) to the aforementioned addresses, in which case they shall be deemed delivered on the date of delivery

or the first business day thereafter if delivered other than on a business day or after 5:00 p.m. New York City time) to said offices; or (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the delivery date shown on the receipt unless delivery is refused by the addressee in which event they shall be deemed delivered on such refusal.

- (b) This Agreement shall bind and inure to the benefit of all of the parties hereto, their successors and assigns; provided, however, that in the event of the assignment or transfer of the interest of Lender hereunder, all obligations and liabilities of Lender under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom Lender's interest is assigned or transferred; and provided further that the interest of Subtenant under this Agreement may not be assigned or transferred.
- (c) This Agreement shall be governed by and construed with the law of the State of New York.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

	LENDER:
	100 WEST MONROE FUNDING LLC, a Delaware limited liability company
	By: Richard Meth Title: President
	DWLEDGMENT
STATE OF NEW YORK	
COUNTY OF NEW YORK	
Monroe Funding LLC, a Delaware limited being authorized to do so, executed the fore as his/her free act and deed and the free act a	ereunto set my hand and affixed my official seal in
	Comp. Dillos

My commission expires:

Charles D North Notary Public State of New York Qualified in Suffolk County License # 01NO6014353 Commission Expires 10/13/20

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### **UNOFFICIAL CC**

#### **SUBTENANT**

#### 100 MONROE ROOFTOP LLC,

an Illinois limited liability company

By: Integrated 100 West Monroe LLC, an Illinois

limited liability company, its Manage

John T. Murpl Manager

STATE OF ILLINOIS

COUNTY OF COOK

ACKNOWLEDGMENT

(ss.:) day of September, 2015, before n.e, the undersigned officer, personally On this the \ appeared John T. Murphy, known to me (or satisfactorily proven) to be the Manager of Integrated 100 West Monroe LLC, an Illinois limited liability company, the Manager of 100 Monroe Rooftop LLC, an Illinois limited liability company, and that he/she as such Manager being authorized to do so, executed the foregoing instrument for the purposes therein contained as his/her free act and deed and the free act and deed of said limited liab my company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my office the County and State aforesaid, the day and year first above written. Mad seal in

Notary Public

Print Name:

Victoria McElroy

My commission expires: Aug. 2, 2016

> OFFICIAL SEAL VICTORIA MCELROY NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:08/02/16

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#### **SUBLANDLORD:**

MT CLARK MONROE LLC, an Illinois limited liability company

By: MT Clark Monroe Manager LLC, an Illinois limited liability company, its Manager

> By: Integrated 100 West Monroe LLC, an Illinois limited liability company, its Manager

> > By:
> >
> > Namer John T. Murphy
> > Title: Manager

ACKNOWLEDGMENT

STATE OF ILLINOIS	)	<sup>7</sup> /) <sub>7</sub>	
	) ss.:		
COUNTY OF COOK	)		
لم	•	John T.	
On this Way of September	2015 before	e me appeared <u>lucthy</u> , to me personal	11
known who being by me duly on	2013 001016	to me personal	Ц
of Integrated 100 W	on (or and	rmed), did say that he is the Manage	r
Manager I. C. which is two is the	est Monroe	LLC, as the manager of MT Clark Monro	06
signed on behalf of the first street manager LLC, which in turn is the manager LLC.	anager of M	T Clark Monroe LLC, and the instrument w	as
signed on benaif of such company by	due authority	y, and said John T. Murphy aclaowledge	ec
said instrument to be the free act and d	leed of said co	company.	
DI MUMBERS WATER CO. T.	_		
IN WITNESS WHEREOF, II	nave hereunto	o setting hand and affixed my official seal	in
the County and State aforesaid, the day	y and year fir	st allove stritten.	
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		X MITTER SILL VILLE	
	_	Surgia Cust	_
	N	Iotary Public	_
		/ /	
	Pı	rint Name: Victoria McElroy	_
	1	,	
My commission expires: Aug. 2, 20	)16 /	OFFICIAL SEAL	
		VICTORIA MCELROY	
	/	NOTARY PUBLIC - STATE OF ILLINOIS	
NY 75858268	1	MY COMMISSION EXPIRES:08/02/16	

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### **UNOFFICIAL COPY**

#### **EXHIBIT A**

#### LEGAL DESCRIPTION OF PROPERTY

#### PARCEL 1:

ALL THAT PART OF LOT 5 IN BLOCK 118 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTH OF THE NORTH 154 FEET THEREOF; AND

#### PARCEL 2.

THAT PART OF CRIGINAL LOT 5 IN BLOCK 118 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF SAID LOT, 111 FEET SOUTH OF THE NORTH EAST CORNEK THEREOF; THENCE WEST TO A POINT IN THE WEST LINE OF SAID LOT 5, 111 FEET SOUTH OF THE NORTH LINE OF SAID LOT THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT TO THE WEST LINE OF CLARK STREET, BEING THE EAST LINE OF SAID LOT; THENCE NORTH ALONG THE WEST LINE OF SAID CLARK STREET 43 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

#### ALSO KNOWN AS:

LOTS 19 AND 20 IN ASSESSOR'S DIVISION OF BLOCK 118 OF SCHOOL SECTION ADDITION TO CHICAGO OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLING IS.

Office

Commonly known as: 100 West Monroe Street, Chicago, Illinois 60603

Permanent Index Nos: 17-16-204-022-0000 and 17-16-204-023-0000

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#### EXHIBIT B

#### **SCHEDULE OF DEFINITIONS**

"Assignment of Leases and Rents" means that certain Assignment of Leases and Rents, dated as of September 21, 2015, encumbering the Property, executed by Owner, as assignor, to Lender, as assignee, as the same may be amended, modified or otherwise altered, securing repayment of the Loan evidenced by the Note and securing certain other obligations, recorded or to be recorded with the Recorder of Deeds of Cook County, Illinois.

"Lvent of Default" shall have the meaning ascribed to such term in the Security Instrument

"Lender" recans 100 West Monroe Funding LLC, a Delaware limited liability company. All notices to Lender signly be sent to:

100 West Morroe Funding LLC 270 Park Avenue, 9th Floor New York, New York 0017 Attention: Richard Meth Email: richard.meth@jpmcrgan.com

with a copy to:

Stroock & Stroock & Lavan LLP 200 South Biscayne Boulevard, Suite 3100 Miami, Florida 33131 Attention: Ronald A. Kriss, Esq. Email: rkriss@stroock.com

"Loan" means a first mortgage loan from Lender to Owner in the original principal amount of \$61,000,000.00.

"Loan Documents" means the "Loan Documents" as defined in the Security Insurment.

"Master Lease" means that certain Master Lease dated as of November 27, 2013, between Owner, as landlord, and Sublandlord, as tenant, as amended by First Amendment to Master Lease dated as of September 21, 2015, and as further amended from time to time, covering the Property.

"Note" means that certain Promissory Note executed by Owner in favor of Lender dated as of September 21, 2015 in the original principal amount of \$61,000,000.00, as the same may be amended, modified, extended, consolidated, split or restated.

"Obligations" shall have the meaning ascribed to such term in the Security Instrument.

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"Owner" means Integrated Clark Monroe LLC, an Illinois limited liability company.

"Premises" means the rooftop loung space designated as such on Exhibit A to the Rooftop Sublease in the improvements which are located upon the Property, as more fully described in the Rooftop Sublease.

"Property" means that certain real estate and improvements commonly known as 100 West Monroe Street, Chicago, Illinois 60603, and more particularly described in Exhibit A to the Agreement to which this Schedule is attached, together with the improvements thereon.

"Keeftop Sublease" means that certain Sublease dated as of November 27, 2013, between Sublandlord, as sublandlord, and Subtenant, as subtenant, as amended from time to time, covering the Premises.

"Security Instrument" means that certain Mortgage, Assignment of Leases and Rents and Security Agreement, en umbering the Property, executed by Owner, as mortgagor, in favor of Lender, as the same may be amended, modified, extended, consolidated, split or restated, securing repayment of the Loan evidenced by the Note and securing certain other obligations, recorded or to be recorded with the Recorder of Deeds of Cook County, Illinois.

"Sublandlord" means MT Clark Monroe LLC, an Illinois limited liability company. All Olynin Clark's Office notices to Sublandlord shall be sent in accordance with the terms of the Rooftop Sublease with a copy to:

MT Clark Monroe LLC c/o MB Real Estate 181 West Madison, Suite 4700 Chicago, Illinois 60602 Attention: John T. Murphy Email: JMurphy@mbres.com

With copies to:

Nixon Peabody LLP Three First National Plaza 70 West Madison, Suite 3500 Chicago, IL 60602 Attention: John R. Joyce Email: jrjoyce@nixonpeabody.com

"Subtenant" means 100 Monroe Rooftop LLC, an Illinois limited liability company. All notices to Subtenant shall be sent to:

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### **UNOFFICIAL COPY**

100 Monroe Rooftop LLC c/o MB Real Estate 181 West Madison, Suite 4700 Chicago, Illinois 60602 Attention: John T. Murphy Email: JMurphy@mbres.com With copies to:

Nixon Peabody LLP Three First National Plaza 70 West Madison, Suite 3500 Chicago, IL 60602 foh.
yce@m.

Or Cook Colling Clarks Office Attention: John R. Joyce Email: jrioyce@nixonpeabody.com