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Doc#: 1527239216 Fee: \$56.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/29/2015 01:14 PM Pg: 1 of 10

Prepared by:

Bradley D. Karlan, Esq.
Ulmer & Berne LLP
600 Vine Street, Suite 2800
Cincinnati, OH 45202
(513) 698-5140

After recording, mail to:

T-Mobile
12920 SE 38th Street
Attn: Lease Compliance
Bellevue, WA 98006
Site Id: CH23057A

Property Tax Numbers (PIN): 07-01-101-007-0000
07-12-101-022-0000

Property Address: 1939 North Meacham Road
Schaumburg, Illinois 60173

SUBORDINATION, NONDISTURBANCE AND ATTORNMENMENT AGREEMENT

This Subordination, Nondisturbance and Attornment Agreement (the "Agreement") is made and entered into by and among NXT Capital, LLC, a Delaware limited liability company, its successors and assigns, whose mailing address is 191 North Wacker Drive, 12th Floor, Attn: Real Estate Finance, Chicago, Illinois 60606 ("Lender"), T-Mobile Central LLC successor interest to Voice Stream GSM I Operating Company, L.L.C., whose mailing address is 12920 SE 38th Street, Bellevue, WA 98006 ("Tenant"), and HC Chicago, LLC, an Indiana limited liability company, whose mailing address is 101 West Ohio Street, Suite 720, Indianapolis, Indiana 46204 ("Landlord").

S yes
P 110
S N
M N
SC yes
E yes
INT out

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RECITALS

A. Landlord owns certain real property in Cook County, City of Schaumburg, Illinois which is described in Exhibit "A" attached hereto and incorporated herein, together with all improvements thereon located at 1939 North Meacham Road, Schaumburg, Illinois 60173 (collectively, the "Property");

B. Pursuant to the terms of the Rooftop Lease With Option dated May 15, 2003 (the "Lease"), Landlord has leased a portion of the Property more particularly described in the Lease (the "Premises") to Tenant;

C. Landlord has received or requested a loan from Lender (the "Loan") to be secured by a mortgage or deed of trust upon the Property (the "Mortgage") and further secured by an assignment of rents payable under the Lease and Landlord's rights under the Lease;

D. Lender has required the subordination of Tenant's rights under the Lease and an agreement of attornment by Tenant as a material condition to making the Loan to Landlord; and

NOW, THEREFORE, in consideration of the mutual promises herein described and for other good and valuable consideration, the receipt of which is acknowledged, Landlord, Lender and Tenant agree as follows:

1. **Consent and Subordination.** Lender consents to the Lease and to Tenant's use and occupancy of the Leased Premises under the Lease. Subject to Paragraph 3 below, the Lease and all rights of Tenant under the Lease are subordinated to the lien of the Mortgage and to all the terms, conditions and provisions thereof, and the Mortgage shall remain superior to the Lease and to all of Tenant's rights under it regardless of any renewals, extensions, modifications or replacements thereof.

2. **Assignment of Rents.** Tenant acknowledges that in connection with the Loan, Landlord shall assign the rents under the Lease to Lender, and Tenant agrees with Landlord and Lender to make all rent and other payments required under the Lease directly to Lender on and after receipt by Tenant of a written notice from Lender that such rents should be paid to Lender. Landlord hereby authorizes Tenant to pay rents to Lender in reliance upon such notice without further inquiry by Tenant or authorization from Landlord. Landlord agrees that Tenant's payment of rent to Lender pursuant to such notice shall discharge the obligation of Tenant to make any such payment to Landlord.

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3. Nondisturbance. So long as Tenant is not in default (beyond any period given Tenant to cure such default under the Lease) in the payment of rent or in the performance of any of the terms, covenants and conditions of the Lease on Tenant's part to be performed, Tenant's possession of the Leased Premises and Tenant's rights and privileges under the Lease shall not be diminished or interfered with, and Tenant's occupancy of the Leased Premises shall not be disturbed, by Lender during the term of the Lease and any renewals or extensions. Lender further agrees that Tenant shall not be named or joined as a party or otherwise in any suit, action or proceeding for the foreclosure of the Mortgage or to enforce any rights under the Mortgage or the obligation secured thereby. Notwithstanding the foregoing, if Tenant is an indispensable party in a foreclosure proceeding with respect to the Mortgage, Lender may so name or join Tenant if such naming or joinder may be accomplished without in any way diminishing or otherwise affecting the rights and privileges granted to, or inuring to the benefit of, Tenant under this Agreement or under the Lease.

4. Attornment. In the event Lender or another person or entity ("Successor Landlord"), obtains possession of the Premises as a result of foreclosure or deed in lieu of foreclosure, Tenant shall attorn to Successor Landlord as the landlord under the Lease. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of any of the parties hereto. Tenant agrees, however, to execute and deliver at any time, upon the request of Successor Landlord, any instrument or certificate which, in its reasonable judgment, Successor Landlord deems to be necessary or appropriate in any such foreclosure proceeding or conveyance in lieu of foreclosure, to evidence such attornment. Following such attornment, Successor Landlord shall be deemed to have assumed all of Landlord's obligations under the Lease arising thereafter, together with obligations of an ongoing nature such as repair and maintenance, and the nondisturbance provisions of Paragraph 3 shall continue to apply.

5. Notices. All notices, consents and other communications pursuant to the provisions of this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a nationally recognized commercial overnight carrier, and shall be deemed received by the addressee three (3) days after postmarked, or in the case of an overnight carrier, one (1) day after deposited with the carrier, and addressed to the respective parties at their respective addresses set forth in the first paragraph of this Agreement or to such other address as shall from time to time have been designated by written notice by such party to the other parties as herein provided.

6. Right to Cure Lease Defaults. Tenant shall promptly notify Lender of any default by Landlord ("Landlord Default"). In the event of a Landlord Default, Tenant agrees to recognize any cure by Lender as a cure by Landlord but Lender shall have no obligation under this paragraph to remedy any Landlord Default.

7. Governing Law. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state where the Lease Premises is situated.

8. General. This Agreement may not be modified except by a written agreement signed by the parties hereto or their respective successors in interest. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions herein. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, including all Successor Landlords and their respective nominees. Between Lender and Tenant only, this Agreement shall supersede any provisions of the Lease which are in conflict or inconsistent with this Agreement.

9. Authority. Each of the undersigned hereby represents and warrants that its signature below is pursuant to proper and presently effective authorization.

10. Counterparts. This Agreement may be signed in counterparts, with each counterpart being an original and all together constituting a fully executed binding agreement.

11. Effective Date. This Agreement shall only be binding on Tenant if and when within forty-five (45) days after the later of Tenant's execution hereof, Tenant receives both; (a) a fully executed copy of this Agreement, and (b) proof the Mortgage was recorded.

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In Witness Whereof, the parties hereto have caused this instrument to be executed as of the date of their respective acknowledgments to be effective for all purposes the 20th day of August 2015.

Lender: NXT Capital, LLC

Tenant: T-Mobile Central LLC

By: _____

By: Tina M. Whelan

Name: _____

Name: Tina M. Whelan

Title: _____

Title: Manager, Technology Property Management

Dated: _____

Dated: 8-20-15

Landlord:

2015.08.21
16:23:55 -05'00'

By: HC Chicago, LLC

Name: [Signature]

Title: Manager

Dated: 8-26-15

Property of Cook County Clerk's Office

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remaining provisions herein. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, including all Successor Landlords and their respective nominees. Between Lender and Tenant only, this Agreement shall supersede any provisions of the Lease which are in conflict or inconsistent with this Agreement.

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In Witness Whereof, the parties hereto have caused this instrument to be executed as of the date of their respective acknowledgments to be effective for all purposes the 11th day of August 2015.

Lender: NXT Capital, LLC

Tenant: T-Mobile Northeast LLC

By: 

By: _____

Name: Timothy R. Verrilli
Title: Managing Director

Name: Tina M. Whelan
Title: Manager, Technology Property Management

Dated: 8/11/2015

Dated: _____

Landlord:

By: HC Chicago, LLC

Name: _____

Title: _____

Dated: _____

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In Witness Whereof, the parties hereto have caused this instrument to be executed as of the date of their respective acknowledgments to be effective for all purposes the 25th day of August 2015.

Lender: NXT Capital, LLC

Tenant: T-Mobile Central LLC

By: _____

By: Tina M. Whelan

Name: _____

Name: Tina M. Whelan

Title: _____

Title: Manager, Technology Property Management

Dated: _____

Dated: 8-25-15

Landlord:

Tina Whelan 2015.08.21
16:23:55 -05'00'

By: HC Chicago, LLC

Name: _____

Title: _____

Dated: _____

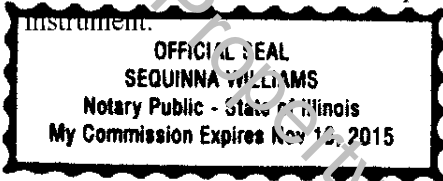
Property of Cook County Clerk's Office

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ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) ss:
COUNTY OF DUPAGE)

On this 25TH day of August, 2015, before me, the undersigned, a Notary Public in and for said District, personally appeared Tina M. Whelan personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the



Sequinna Williams
Notary Public

STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2015, before me, the undersigned, a Notary Public in and for said District, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

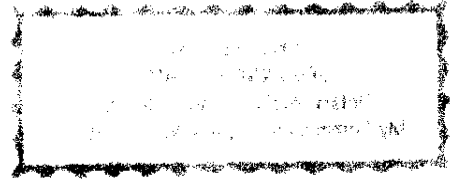
STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2015, before me, the undersigned, a Notary Public in and for said District, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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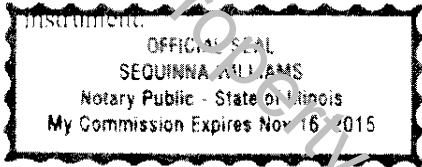


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ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) ss:
COUNTY OF DUPAGE)

On this 25TH day of August, 2015, before me, the undersigned, a Notary Public in and for said District, personally appeared Tina M. Whelan personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



[Signature]
Notary Public

STATE OF Indiana)
) ss:
COUNTY OF Martin)

On this 21st day of August, 2015, before me, the undersigned, a Notary Public in and for said District, personally appeared Michael Lohier personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



[Signature]
Notary Public

STATE OF _____)
) ss:
COUNTY OF _____)

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for said District, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

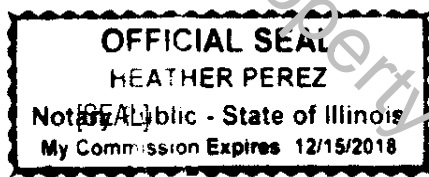
Notary Public

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On August 11, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Timothy R. Verrilli personally known to me or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument as Managing Director of NXT Capital, LLC, a Delaware limited liability company, the company that executed the within instrument and acknowledged to me that such company caused the foregoing instrument to be executed pursuant to proper company authority.

WITNESS my hand and official seal.



Heather Perez

Notary Public

My commission Expires: 12-15-18

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Exhibit A Legal Description

The Property is legally described as follows:

PARCEL 1:

Lot 1 IN THE RESUBDIVISION OF LOTS 1 AND 2 IN WALDEN INTERNATIONAL, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 1 AND PART OF THE NORTH 1/2 OF SECTION 12, IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED OCTOBER 6, 1982 AS DOCUMENT NO. 26374113, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PERPETUAL AND NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY ARTICLE IV OF THE DECLARATION OF PROTECTIVE COVENANTS, RECORDED MARCH 28, 1980 AS DOCUMENT NO. 25406331, FOR INGRESS AND EGRESS AND UTILITIES UPON, OVER, ALONG AND ACROSS "DRUMMER DRIVE" AS DEPICTED ON EXHIBIT 3 OF DOCUMENT NO. 25406331.

PARCEL 3:

PERPETUAL AND NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN PARAGRAPH 1 OF THE DECLARATION OF EASEMENTS FOR RESUBDIVISION OF LOTS 1 AND 2 IN WALDEN INTERNATIONAL, FOR THE PURPOSE OF INGRESS AND EGRESS UPON, OVER, ALONG AND ACROSS THE AREAS DESIGNATED AS "ACCESS AND CIRCULATION ROADS AND SIDEWALKS" ON EXHIBIT B OF DOCUMENT NO. 26442124 AND CREATED BY DEED RECORDED DECEMBER 17, 1982 AS DOCUMENT NO. 26442125.

PARCEL 4:

PERPETUAL AND NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY ARTICLE IV OF THE DECLARATION OF PROTECTIVE COVENANTS RECORDED MARCH 28, 1980 AS DOCUMENT NO. 25406331 FOR DRAINAGE OVER AND UPON THE "STORM WATER DETENTION AREAS" AS DEPICTED ON EXHIBIT 3 OF DOCUMENT NO. 25406331.

PARCELS:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 UPON, OVER, UNDER, ALONG AND ACROSS THOSE PARTS OF LOTS 3, 4, 5 AND 6 AS SET FORTH ON THE PLAT OF SUBDIVISION OF WALDEN INTERNATIONAL, RECORDED JANUARY 30, 1980 AS DOCUMENT NO. 25342431, WITHIN THE AREAS MARKED "UTILITY EASEMENTS" AND UPON, OVER, UNDER, ALONG AND ACROSS THOSE PARTS OF LOTS 2 AND 3 AS SET FORTH ON THE PLAT OF RESUBDIVISION OF LOTS 1 AND 2 OF WALDEN INTERNATIONAL, RECORDED OCTOBER 6, 1982 AS DOCUMENT NO. 26374113, WITHIN THE AREAS MARKED "UTILITY EASEMENTS HEREBY DEDICATED" AND "EXISTING UTILITY EASEMENTS," FOR THE PURPOSES OF SEWER, GAS AND WATER SERVICES.

PARCEL 6:

PERPETUAL AND NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 UPON, OVER, UNDER, ALONG AND ACROSS THOSE PARTS OF LOTS 2 AND 3 OF THE RESUBDIVISION OF LOTS 1 AND 2 IN WALDEN INTERNATIONAL, AS SET FORTH IN THE DECLARATION OF EASEMENTS FOR RESUBDIVISION OF LOTS 1 AND 2 IN WALDEN INTERNATIONAL, FOR CONSTRUCTING, UTILIZING, REPAIRING, MAINTAINING AND RECONSTRUCTING "UTILITY LINES" AS DEPICTED IN EXHIBIT C OF SAID DECLARATION RECORDED DECEMBER 17, 1982 AS DOCUMENT 26442124 AND CREATED BY DEED RECORDED DECEMBER 17, 1982 AS DOCUMENT NO. 26442125, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 7:

PERPETUAL AND NON-EXCLUSIVE EASEMENT FOR THE PARKING OF MOTOR VEHICLES AND FOR INGRESS AND EGRESS FOR MOTOR VEHICLES AND PEDESTRIANS TO AND FROM PARCEL 1 OVER THE OFFICE PARCEL PARKING AREA AS CREATED AND DEFINED IN THE PARKING EASEMENT AGREEMENT DATED NOVEMBER 17, 1995 AND RECORDED DECEMBER 29, 1995 AS DOCUMENT NUMBER 95908016 AND RE-RECORDED DECEMBER 6, 1996 AS DOCUMENT NUMBER 96926551 MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST NUMBER 107177-00 AND QUEBEC STREET INVESTMENTS INC.