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Doc#: 1731239051 Fee: \$102.00

Karen A. Yarbrough

Cook County Recorder of Deeds

SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN  
ATTORNMEN  
Date: 11/08/2017 09:50 AM Pg: 1 of 10

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT is made and entered into as of the <sup>6<sup>th</sup></sup> day of **OCTOBER, 2017**, by and between **AT&T SERVICES INC** (herein, together with its successors and assigns, referred to as "Tenant") and **ACREFI Holdings J-I, LLC** (herein, together with its successors and assigns, referred to as "Lender") and **OAKWOOD CHICAGO ASSOCIATES LLC, ELMWOOD CHICAGO ASSOCIATES LLC, LANDINGS CHICAGO ASSOCIATES LLC, AND WALLKILL CHICAGO ASSOCIATES LLC**, (herein, together with its successors and assigns, referred to as "Landlord").

## WITNESSETH:

Whereas, Landlord and Tenant or their predecessors in interest, entered into a Lease dated **DECEMBER 28, 2007** (herein, together with all amendments, modifications, restatements, extensions or renewals thereof or supplements thereto, whether now or hereafter existing, referred to as the "Lease") pursuant to which Landlord has leased the premises described in the Lease (herein, as such premises are constituted from time to time, referred to as the "Premises") to Tenant;

Lender has agreed to make a loan (the "Loan") to Landlord, the repayment of which is to be secured by a mortgage, deed of trust, deed to secure debt, or other security instrument (the "Security Instrument") by Landlord to or for the benefit of Lender, pertaining to the real property located at or about **225 W RANDOLPH ST**, in the City of **CHICAGO**, State of **ILLINOIS**, and legally described on **EXHIBIT "A"** attached hereto and incorporated herein by this reference (the "Property"), which is to be or has been recorded in the official real estate records in the County of **COOK** and State of **ILLINOIS**; and

Whereas, Tenant desires to insure its peaceful and quiet use and enjoyment of the Premises for purposes permitted by the Lease; and

Whereas, Tenant and Lender are willing to agree that the Lease shall be subject and subordinate to the Security Instrument but shall remain in full force and effect in the event that any proceedings are brought involving foreclosure of the Security Instrument, or if Lender or a purchaser at foreclosure or other sale succeeds to Landlord's interest with respect to any part of the Property.

Now, Therefore, in consideration of the mutual agreements herein contained, Landlord, Tenant and Lender agree as follows:

- A. **Subordination.** The Lease shall be, and the same is hereby made, subject and subordinate to the Security Instrument.
- B. **Tenant Not to be Named.** Lender will not name Tenant as a party-defendant, or otherwise join Tenant or disturb Tenant's possession under the Lease, in any suit for foreclosure of the Security Instrument, unless same is required by law and then only to the extent required by law and not for the purpose of terminating or modifying the Lease or disturbing Tenant's possession or use of the Premises.

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C. Non-Disturbance. If any proceedings are brought by Lender to (a) foreclose the Security Instrument or (b) to succeed to the interest of Landlord by foreclosure, deed in lieu thereof or otherwise, Tenant and Lender agree that the Lease (including any options to purchase or rights of first refusal upon purchased contained therein) shall in accordance with all its terms, conditions and covenants remain in full force and effect as a direct lease between Lender and Tenant for the unexpired balance (and any extensions or renewals provided for in the Lease, including, without limitation, any extensions or renewals pursuant to options contained in the Lease and previously, at that time or thereafter exercised by Tenant) of the term of the Lease, with the same force and effect as if originally entered into with Lender; and Tenant's possession of the Premises and rights, options, privileges and remedies under the Lease shall not be diminished, interfered with or disturbed by Lender by such foreclosure under the Security Instrument or by any such attempt to foreclose or to succeed to the interest of Landlord by foreclosure, deed in lieu thereof, or otherwise.

D. Attornment. In the event of any such foreclosure or succession to the interest of Landlord by deed in lieu thereof or otherwise by Lender or by any purchaser of such interest through foreclosure or other sale, Tenant shall attorn to and shall be bound to Lender or such purchaser under all of the terms, conditions and covenants in the Lease for the unexpired balance (and any extensions or renewals provided for in the Lease, including, without limitation, any extensions or renewals pursuant to options contained in the Lease and previously, at that time or thereafter exercised by Tenant) of the term of the Lease without the execution of any further instrument on the part of the parties hereto.

E. Rent. In the event that Lender notifies Tenant of the occurrence of a default under the Security Instrument and demands that Tenant pay its rent and all other sums due or to become due to Landlord under the Lease directly to Lender, Tenant shall honor the demand and such payment by Tenant directly to Lender shall be deemed to satisfy Tenant's obligation therefore under the Lease and Tenant shall have no obligation or responsibility for the proper allocation thereof by Lender or any other person. Landlord hereby irrevocably authorizes Tenant to make the foregoing payments to Lender upon such notice and demand. Landlord hereby indemnifies and agrees to defend and hold Tenant harmless from and against any and all loss, cost, damage, claim, liability and expense (including, without limitation attorney's fees of attorneys of Tenant's choice) arising out of or in any way connected with Tenant's compliance with such notice or performance of the obligations under the Lease by Tenant made in good faith in reliance on and pursuant to such notice. Tenant shall be entitled to full credit under the Lease for any rents paid to Lender in accordance with the provisions of the paragraph.

F. Proceeds. All condemnation awards or insurance proceeds paid or payable with respect to the Property, including the Premises, and received by Lender will be applied as set forth in the Lease.

G. Limitation of Liability. Notwithstanding anything to the contrary contained herein or in the Lease, in the event of foreclosure of, or other execution on, the Security Instrument (by judicial process, power of sale or otherwise) or conveyance in lieu of foreclosure, Lender shall in no event or to any extent:

(1) be liable to Tenant for any past act, omission or default on the part of any prior landlord (including Landlord) except acts, omissions or defaults which continue subsequent to the time Lender acquires ownership of the Property, and only to the extent of such continuation;

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(2) be subject to any offsets or defenses which Tenant might have against any prior landlord (but Tenant is not obligated to pay back any offsets taken before the Property was transferred), unless Tenant has given Lender notice and opportunity to cure any default pursuant to the provisions below;

(3) be liable to Tenant for any payment of rent more than thirty (30) days in advance or any security deposit or any other sums deposited with any prior landlord (including Landlord) and not delivered to Lender, other than potential overpayments of estimated common area operating costs, common area expenses, taxes, and other pass through items;

(4) bound by any Lease amendment after the effective date of this Agreement terminating the Lease prior to expiration or termination as expressly provided in the Lease, changing the term of the Lease other than as expressly provided in the Lease (including existing options, if any); reducing the rent or charges payable by Tenant under the Lease or modifying the allocation of the cost of insurance, taxes or other expenses of the operation of the Property; which is made without Lender's written consent which shall not be unreasonably withheld, conditioned or delayed. Lender shall be deemed to have given its consent to any amendment of the Lease to which Lender would not otherwise be bound, if Lender fails to respond, either by reasonably requesting additional information or by disapproving the request, within ten (10) days after Lender's receipt of such request from Landlord or Tenant.

H. Cure by Lender of Landlord Defaults. Tenant agrees to give Lender a copy of any notice of default served upon Landlord which is of a nature as to give Tenant a right to terminate the Lease, reduce rent or other charges, or to credit or offset any amounts against future rents or other charges. Lender shall thereafter have the right, but not the obligation, to cure the default within the expiration of Landlord's cure period, if any, under the Lease.

I. Notices. Whenever in this Agreement or in any proceedings involving the foreclosure of or attempt to foreclose the Security Instrument or exercise of any power of sale it shall be required or desired that notice or demand be given or served by either party hereto, such notice or demand shall be in writing and shall be given by United States certified or registered mail, postage prepaid, return receipt requested, or by messenger or overnight delivery, addressed to the party for whom it is intended at the following addresses:

To Tenant: AT&T – CRE Lease Administration  
Attention: Manager, Lease Administration  
One AT&T Way, Room 1B201  
Bedminster, NJ 07921-2694

To Landlord: Oakwood Chicago Associates LLC.  
Elmwood Chicago Associates LLC.  
Landings Chicago Associates LLC.  
Wallkill Chicago Associates LLC.  
18 Columbia Turnpike  
Florham Park, NJ 07932-2266

To Lender: ACREFI Holdings J-I, LLC  
9 West 57th St,  
New York NY 10019

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or to such other addresses as may hereafter be designated by either party by notice to the other given in accordance with this paragraph. Notice shall be deemed given when actually received or refused.

J. Successors and Assigns. The obligations and covenants of the parties hereto shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, personal and legal representatives, successors and assigns.

K. Release. This Agreement shall remain in full force and effect until such time as the Security Instrument is released of record and no longer affects the Property.

L. Recording. The parties hereto agree that this Agreement may be recorded in the public records in the county where the Premises are located.

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

LENDER: **ACREFI HOLDINGS J-I, LLC**  
 By: \_\_\_\_\_  
 Name: Jai Agarwal  
 Title: Authorized Signatory

TENANT: **AT&T SERVICES INC**  
 By: \_\_\_\_\_  
 Name: MICHAEL WINTERS  
MANAGER, CRE LEASE  
 Title: ADMINISTRATION

**OAKWOOD CHICAGO ASSOCIATES LLC, ELMWOOD CHICAGO ASSOCIATES LLC, LANDINGS CHICAGO ASSOCIATES LLC, AND WALLKILL CHICAGO ASSOCIATES LLC.**  
 LANDLORD:  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

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or to such other addresses as may hereafter be designated by either party by notice to the other given in accordance with this paragraph. Notice shall be deemed given when actually received or refused.

J. Successors and Assigns. The obligations and covenants of the parties hereto shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, personal and legal representatives, successors and assigns.

K. Release. This Agreement shall remain in full force and effect until such time as the Security Instrument is released of record and no longer affects the Property.

L. Recording. The parties hereto agree that this Agreement may be recorded in the public records in the county where the Premises are located.

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

LENDER: **ACREFI HOLDINGS J-I, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TENANT: **AT&T SERVICES INC**

By: *Michael Winters* \_\_\_\_\_

Name: **MICHAEL WINTERS**

Title: **MANAGER, CRE LEASE  
ADMINISTRATION**

**OAKWOOD CHICAGO  
ASSOCIATES LLC,  
ELMWOOD CHICAGO  
ASSOCIATES LLC,  
LANDINGS CHICAGO  
ASSOCIATES LLC, AND  
WALLKILL CHICAGO  
ASSOCIATES LLC.**

LANDLORD:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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or to such other addresses as may hereafter be designated by either party by notice to the other given in accordance with this paragraph. Notice shall be deemed given when actually received or refused.


J. Successors and Assigns. The obligations and covenants of the parties hereto shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, personal and legal representatives, successors and assigns.


K. Release. This Agreement shall remain in full force and effect until such time as the Security Instrument is released of record and no longer affects the Property.

L. Recording. The parties hereto agree that this Agreement may be recorded in the public records in the county where the Premises are located.

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

LENDER: **ACREFI HOLDINGS J-I, LLC**  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

TENANT: **AT&T SERVICES INC**  
 By:   
 Name: **MICHAEL WINTERS**  
 Title: **MANAGER, CRE LEASE ADMINISTRATION**

**OAKWOOD CHICAGO ASSOCIATES LLC, ELMWOOD CHICAGO ASSOCIATES LLC, LANDINGS CHICAGO ASSOCIATES LLC, AND WALLKILL CHICAGO ASSOCIATES LLC.**  
 LANDLORD:  
 By:   
 Name: **Benjamin Curtiss**  
 Title: **Manager**

(signature page to SNDA)

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## LENDER ACKNOWLEDGEMENT OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

STATE OF New York )  
 )  
COUNTY OF New York )

Personally came before me this 26th day of October,  
2017, the above named Jai Agarwal as the  
Authorized signatory of ACREFI HOLDINGS J-I, LLC  
and acknowledged that he or she executed the foregoing instrument on behalf of said  
company and by its authority, for the purposes set forth therein.

Notary Public



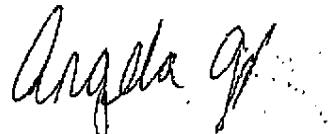
ELVIRA ALTIMARI-JAEGER  
Notary Public, State of New York  
No. 01AL6113151  
Qualified in Nassau County  
Commission Expires July 19, 2020

## TENANT ACKNOWLEDGEMENT OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

STATE OF NEW JERSEY )  
 )  
COUNTY OF SOMERSET )

Personally came before me this 6<sup>th</sup> day of OCTOBER, 2017, the above named  
MICHAEL WINTERS as the MANAGER of LEASE ADMINISTRATION and acknowledged that  
he or she executed the foregoing instrument on behalf of said corporation and by its authority, for  
the purposes set forth therein.

Notary Public



Angela M Griffin  
Notary Public of New Jersey  
My commission expires 10-25-2017

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### LENDER ACKNOWLEDGEMENT OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

STATE OF \_\_\_\_\_ )  
  )  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, the above named \_\_\_\_\_ as the  
\_\_\_\_\_ of \_\_\_\_\_  
and acknowledged that he or she executed the foregoing instrument on behalf of said  
\_\_\_\_\_ and by its authority, for the purposes set forth therein.

Notary Public

### TENANT ACKNOWLEDGEMENT OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

STATE OF NEW JERSEY )  
  )  
COUNTY OF SOMERSET )

Personally came before me this 6<sup>th</sup> day of OCTOBER, 2017, the above named  
MICHAEL WINTERS as the MANAGER of LEASE ADMINISTRATION and acknowledged that  
he or she executed the foregoing instrument on behalf of said corporation and by its authority, for  
the purposes set forth therein.

Notary Public



Angela M Griffin  
Notary Public of New Jersey  
My commission expires 10-25-2017



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## LANDLORD ACKNOWLEDGEMENT OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

STATE OF New York )  
 )  
COUNTY OF New York )

Personally came before me this 25<sup>th</sup> day of October,  
2017, the above named Benjamin Curtiss as the  
Manager of each of the entities listed below \*  
and acknowledged that he or she executed the foregoing instrument on behalf of said  
Manager and by its authority, for the purposes set forth therein.

Notary Public

Jennifer Walsh

JENNIFER WALSH  
Notary Public, State of New York  
No. 01WA6325540  
Qualified in New York County  
Commission Expires May 26, 2019

\*Oakwood Chicago Associates, LLC  
Elmwood Chicago Associates, LLC  
Walkill Chicago Associates, LLC  
Landings Chicago Associates, LLC

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## EXHIBIT A

### Legal Description of Land

Common Street Address: 225 W. Randolph Street

#### PARCEL 1:

LOTS 2, 3 AND 4 (EXCEPT THAT PART OF LOT 2 DEDICATED FOR PUBLIC ALLEY BY INSTRUMENT RECORDED AS DOCUMENT NUMBER 18928994) IN BLOCK 41 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTH EAST ¼ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THAT PART OF VACATED WEST COURT PLACE LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 2, 3 AND 4 AND LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOT 6, ALL IN BLOCK 41 IN ORIGINAL TOWN OF CHICAGO AFORESAID; LYING NORTH OF AND ADJOINING THE NORTH LINE OF SUB-LOT 1 OF LOT 5 AND THE NORTH LINE OF SUB-LOTS 1, 2 AND 3 OF LOT 7, AND LYING WEST OF AND ADJOINING THE EAST LINE OF SAID SUB-LOT 3 OF LOT 7 PRODUCED NORTH 18 FEET, ALL IN BLOCK 41 IN ORIGINAL TOWN OF CHICAGO AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

Tax Parcel Numbers:  
17-09-443-001-0000  
17-09-443-002-0000  
17-09-443-003-0000  
17-09-443-004-0000  
17-09-443-005-0000  
17-09-444-016-0000  
17-09-444-020-0000  
17-09-444-034-0000

Prepared by:  
Allen J. Popowitz, Esq.  
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Roseland, New Jersey 07068

After Recording  
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