

UNOFFICIAL COPY

18004227NC AY 4 OF 4

After recording, mail to:

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

Site ID: CH11136E



Doc# 1811434063 Fee \$52.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/24/2018 01:29 PM PG: 1 OF 8

SUBORDINATION, NONDISTURBANCE AND ATTORNMEN T AGREEMENT

This Subordination, Nondisturbance and Attornment Agreement (the "Agreement") is made and entered into by and among **FPF HOLDING COMPANY V, LLC**, a Delaware limited liability company (together with its successors and assigns), whose mailing address is c/o Prime Finance Partners, Attn: Steve Gerstung, 233 North Michigan, Suite 2318, Chicago, Illinois 60601 ("Lender"), **T-Mobile Central LLC**, a Delaware limited liability company, successor in interest to Cook Inlet/Voicestream Operating Company, LLC, a Delaware limited liability company whose mailing address is 12920 SE 38th Street, Bellevue, WA 98006 ("Tenant"), and **Waterton Skokie Hotel Property Company, LLC**, a Delaware limited liability company, successor in interest to THI Skokie, L.P., a Delaware limited partnership, whose mailing address is c/o Waterton Associates, 30 South Wacker Drive, 36th Floor, Chicago, Illinois 60606 ("Landlord").

RECITALS

A. Landlord owns certain real property in City of Skokie, County of Cook, State of Illinois, which is described in Exhibit "A" attached hereto and incorporated herein, together with all improvements thereon which is referenced by Tenant as **CH11136E**, located at **5529 Skokie Blvd., Skokie, Illinois 60077**, (collectively, the "Property");

B. Pursuant to the terms of the **Rooftop Lease with Option** dated **November 13, 2000** (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 lien 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 lien 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 lien rights under it

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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.

3. Nondisturbance. So long as Tenant is not in default (beyond any period given Tenant to cure such default) 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.

If Lender takes possession of or title to the Project or if the interests of Landlord under the Lease are acquired by Lender or another person or entity as a result of (a) any proceedings brought for the foreclosure of the Mortgage, (b) a sale pursuant to a trustee's sale, or (c) by deed in lieu or assignment in lieu of foreclosure (each, a "Transfer"), Lender or such person or entity (in any such case, a "Successor Landlord") shall not be:

(a) liable in damages for any act or omission of any prior landlord, including Landlord, except that, with respect to obligations or defaults of Landlord that are continuing on the date (the "Transfer Date") Successor Landlord takes possession of or title to the Project and of which Lender received prior written notice ("Continuing Defaults"), Tenant shall have the rights and remedies under the Lease with respect to damages, including but not limited to, immediate access, upgrades, and continued operations, against Successor Landlord including any offset rights or self-help remedies otherwise available to Tenant, accruing on or after the Transfer Date; or

(b) liable in damages for any security deposit paid to Landlord not actually received by Successor Landlord; or

(c) subject to any offsets or defenses which Tenant might have against any Landlord, arising from Continuing Defaults that accrue after the Transfer Date, except that Tenant shall have the rights and remedies under the Lease with respect to damages, including but not limited to, immediate access, upgrades, and continued operations, against Successor Landlord including any offset right or self-help remedies otherwise available to Tenant because of events occurring after the Transfer Date or continuing from before the Transfer Date, and those that Lender received prior written notice; or

(d) bound by any prepayment of base rent or other additional rent made by Tenant to Landlord on account of periods after the then current month, except those that Lender received prior written notice; or

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(e) bound by any amendment or modification of the Lease that reduces the rent or increases the square footage made after the date of the Agreement without the prior written consent of Lender or such other purchaser, which consent will not be unreasonably withheld, conditioned or delayed, except any modification or amendment arising out of Tenant's exercise of any express renewal or other rights or options contained in 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.

Tenant shall promptly notify Lender of any default, act or omission of Landlord which would give Tenant the right, immediately or after the lapse of a period of time, to cancel or terminate the Lease or to claim a partial or total eviction (a "Landlord Default"). In the event of a Landlord Default, the Tenant shall not exercise any rights available to it which are prejudicial to Lender's rights: (i) until it has given written notice of such Landlord Default to Lender, and (ii) unless Lender has failed within thirty (30) days after Lender receives such notice, to cure or remedy the Landlord Default (or within such additional period as is reasonably required to correct such default or any period that Lender is diligently proceeding to obtain the legal right to enter the Leased Premises and cure such default; provided that Lender uses reasonable diligence to cure same; and except that Tenant shall be entitled to exercise any self-help remedies under law or expressly set forth in the Lease during Lender's cure period. Notwithstanding the foregoing, in the event either Lender or former/successor Landlord do not cure or commence curing such default within the time provided to Landlord under the Lease and the nature of the default threatens Tenant's ability to conduct its daily business or threatens to materially or adversely damage Tenant's property located on the Tenant's Premises, Tenant shall be permitted to exercise its rights under the Lease and in no event shall the provision of this section or this Agreement impair any rights to injunctive relief that may be available to Tenant pursuant to the Lease or law in the event of a Landlord default related to Tenant's access to the Tenant's Premises or its operations and use of its Antenna Facilities under the Lease. 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.

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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.

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 ____ day of _____ 2018.

Lender:
PFH HOLDING COMPANY V, LLC,
a Delaware limited liability company,
(together with its successors and assigns)

By: _____
Name: _____
Title: _____
Dated: _____

Tenant:
T-Mobile Central LLC,
a Delaware limited liability company

By: *Cheryl A. Downs*
Name: Cheryl A. Downs
Title: Director, Technology Property Management
Dated: 04/18/18
Legal Approved By:
David C. Davis

Landlord:
Waterton Skokie Hotel Property Company, LLC
a Delaware limited liability company

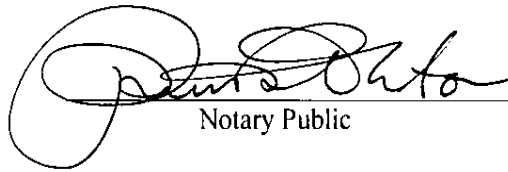
By: _____
Name: _____
Title: _____
Dated: _____

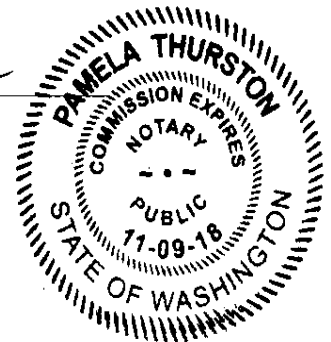
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ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

On this 18 day of APRIL, 2018, before me, the undersigned, a Notary Public in and for said State and County, personally appeared **Cheryl A. Downs** 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/she executed the same in his/her capacity, and that by his/her 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 _____, 2018, before me, the undersigned, a Notary Public in and for said State and County, 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/she executed the same in his/her capacity, and that by hi/hers 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 _____, 2018, before me, the undersigned, a Notary Public in and for said State and County, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

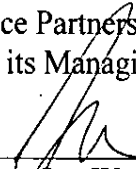
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IN WITNESS WHEREOF, the Mortgagee and Tenant have caused this Agreement to be executed as of the date first above written.

MORTGAGEE:

PFP HOLDING COMPANY V, LLC,
a Delaware limited liability company

By: Prime Finance Partners V, Inc., a Maryland corporation, its Managing Member

By: 
Name: Jon W. Brayshaw
Title: Vice President

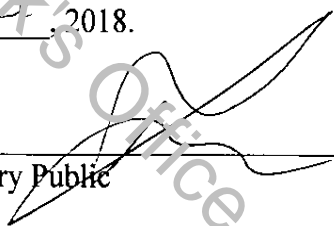
Property of Cook County Clerk's Office

MORTGAGEE ACKNOWLEDGMENT

STATE OF New York
COUNTY OF New York

I, the undersigned, a notary public in and for said county in said state, hereby certify that Jon W. Brayshaw, who is the Vice President of Prime Finance Partners V, Inc., a Maryland corporation, its managing member of PFP Holding Company V, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

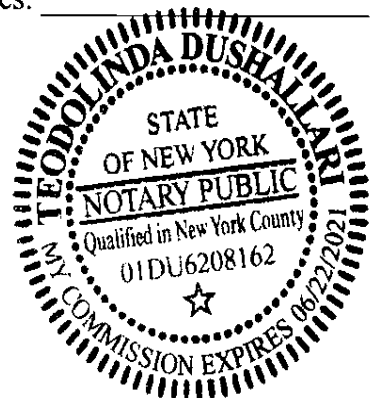
Given under my hand and official seal this 18th day of April, 2018.



Notary Public

[NOTARIAL SEAL]

My commission expires: _____




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LANDLORD'S CONSENT

Landlord consents and agrees to the foregoing Agreement, which was entered into at Landlord's request. The foregoing Agreement shall not alter, waive or diminish any of Landlord's obligations under the Mortgage or the Lease. The above Agreement discharges any obligations of Mortgagee under the Mortgage and related loan documents to enter into a nondisturbance agreement with Tenant. Landlord is not a party to the above Agreement.

LANDLORD:

WATERTON SKOKIE HOTEL PROPERTY COMPANY, L.L.C., a Delaware limited liability company

By: 
Name: Erin H. Ankin
Title: Authorized Signatory

Property of Cook County Clerk's Office

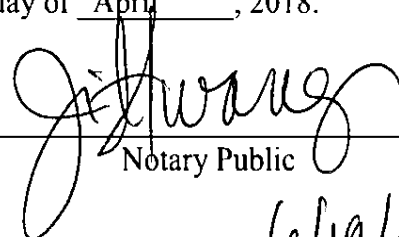
ACKNOWLEDGMENT

STATE OF ILLINOIS)
:)
COUNTY OF COOK)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Erin H. Ankin, who is an Authorized Signatory of **WATERTON SKOKIE HOTEL PROPERTY COMPANY, L.L.C.**, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 6th day of April, 2018.




Notary Public

My commission expires: 6/19/2021

[NOTARIAL SEAL]

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Exhibit "A"

Property Legal Description

EXHIBIT A

The Property

Parcel 1:

Lot 2 in Citibank-Doubletree Subdivision, being a Re-subdivision of Lot 1 in Golf-Skokie Associates Subdivision, being a Subdivision of Lot 1 in the Performing Arts Center Subdivision, together with that part of the North 1/2 of the Northwest quarter of the Northwest quarter, all in Section 15, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

Parcel 2:

Easement for the benefit of Parcel 1 as created by the Grant and Declaration of Easements Uses and Covenants dated February 14, 1995 and recorded February 15, 1995 as document number 93109429 made by and between American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated June 26, 1984 and known as Trust Number 61447; Lasalle National Bank and Trust, N.A., as Trustee under Trust Agreement dated June 30, 1977 and known as Trust Number 52792 and the Centre East Metropolitan Auditorium Exposition and Office Building Authority, for vehicular and pedestrian ingress and egress and parking.

Parcel 3:

Grant and Declaration of Easements and Covenants, for the benefit of Parcel 1, dated November 21, 1996 and recorded November 27, 1996 as document 96905235, made by and between American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated June 26, 1984 and known as Trust Number 61447 and Lasalle National Bank, as Trustee under Trust Agreement dated June 30, 1977 and known as Trust Number 52792 for purposes of non-exclusive easements for vehicular and pedestrian ingress and egress, parking and utilities.

PIN: 10-15-100-029-0000

Address: 9599 Skokie Blvd, Skokie, IL 60077