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Doc#: 1902510061 Fee: \$62.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 01/25/2019 01:48 PM Pg: 1 of 8

Prepared by and
After recording return to:

Barings
One Financial Plaza
Hartford, Connecticut 06103
Attention: Real Estate Loan Servicing

SPACE ABOVE FOR RECORDING PURPOSES

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

MassMutual Loan
No.11208

Massachusetts Mutual Life Insurance Company
c/o Barings
One Financial Plaza
Hartford, Connecticut 06103
Attention: Real Estate Loan Servicing

Re: One North Wacker, Chicago, IL

The undersigned, Fitch Group, Inc., a Delaware corporation, ("Tenant") understands that Massachusetts Mutual Life Insurance Company ("Lender") has made or will be making a loan (the "Loan") to One North Wacker LLC, a Delaware limited liability company ("Landlord") secured by a mortgage or deed of trust (the "Mortgage") encumbering the real property (the "Property") described on Exhibit A, attached hereto and made a part hereof. Tenant and Landlord entered into a lease agreement (the "Lease") dated January 18, 2019 by which Tenant leased from Landlord certain premises commonly known as Suite Nos. 2200 and 2300 (the "Leased Premises"), and constituting a portion of the Property. Tenant desires to be able to obtain the advantages of the Lease and occupancy thereunder in the event of foreclosure of the Mortgage and Lender wishes to have Tenant confirm the priority of the Mortgage over the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1. Subject to the terms of this agreement, Tenant hereby subordinates all of its right, title and interest under the Lease to the lien of the Mortgage and any other mortgages (as the same may be modified and/or extended from time to time) now or hereafter in force against the Property, and to pay and all existing and future advances made under such Mortgage and any other mortgages.
2. In the event that Lender becomes the owner of the Property by foreclosure, deed in lieu of foreclosure, or otherwise, Tenant agrees to unconditionally attorn to Lender and to recognize it as the owner of the Property and the Landlord under the Lease. The Lender agrees not to terminate the Lease or disturb or interfere with Tenant's possession of the Leased Premises during the term of the Lease, or any extension or renewal thereof, so long as Tenant is not in default under the Lease beyond applicable notice, grace and cure periods, if any. Subject to the terms hereof, (a) Subsequent Owner (hereinafter defined) shall perform all obligations of the landlord under the Lease arising from and after the date title to the Property is transferred to Subsequent Owner, (b)

SLLG:4850-6080-1126.6
IRVINE ONE NORTH WACKER / 18
Fitch Group (SNDA) 01/03/2019

EAST162940711.2

When Recorded Return To: _____
First American Title Insurance Company
National Commercial Services
18500 Von Karman Avenue, Suite 600
Irvine, CA 92612
File No: NCS ACCM 2019-541

THIS INSTRUMENT FILED FOR RECORD BY
FIRST AMERICAN TITLE COMPANY AS AN ACCOMMODATION
ONLY IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION
OR AS TO ITS EFFECTS UPON THE TITLE

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provided there is not a default by Tenant under the Lease beyond applicable notice and cure periods, Subsequent Owner shall recognize Tenant as the tenant under the Lease, shall be bound to Tenant under all of the terms, conditions and provisions of the Lease (including, without limitation, any extensions or renewals of the Lease), (c) Tenant shall be bound to Subsequent Owner under all of the terms, conditions and provisions of the Lease, and (d) provided that there is not a default by Tenant under the Lease beyond applicable notice and cure periods, the Lease shall continue in full force and effect as a direct lease in accordance with its terms between Tenant, as tenant under the Lease, and Subsequent Owner, as landlord under the Lease. Lender agrees that, except to the extent required by applicable law, Tenant shall not be named or joined in any foreclosure proceeding or otherwise as a party defendant in any foreclosure or other action or proceeding which may be instituted or taken by Lender.

3. Tenant will not terminate or seek to terminate the Lease by reason of any act or omission of the Landlord hereunder (unless effected unilaterally by Tenant pursuant to the express terms of the Lease) until Tenant shall have given written notice, by certified mail, return receipt requested, or overnight delivery by a nationally recognized carrier, of said act or omission to Lender, which notice shall be addressed to Massachusetts Mutual Life Insurance Company, c/o Barings, One Financial Plaza, Hartford, Connecticut 06103, Attention: Real Estate Loan Servicing, with a copy sent to Barings, One Financial Plaza, Hartford, Connecticut 06103, Attention: Legal Department, and the cure period provided to Landlord, if any, shall have elapsed following the giving of such notice, during which period Lender shall have the right, but not the obligation, to remedy such act or omission. Lender will have 10 days after its receipt of such notice to cure any Landlord monetary default and will have 30 days after its receipt of such notice to cure any Landlord non-monetary default. If such non-monetary cure is not possible within 30 days, Lender will be afforded additional time not to exceed an additional 60 days to cure such non-monetary default, so long as Lender commences such cure within such initial 30 day period and continues to diligently to pursue the same to completion.
4. Lender and any other subsequent owner of the Property, whether through foreclosure, deed in lieu of foreclosure, or any other means, or any other transfer or means after a foreclosure or a deed in lieu of foreclosure (a "Subsequent Owner") shall not be:
 - (a) Liable for any act or omission of any prior landlord, including Landlord, except for any ongoing, non-monetary maintenance, repair or replacement obligation set forth in the Lease (it being understood and agreed that the foregoing is not intended to relieve, and does not relieve, Subsequent Owner of any liability arising out of its own defaults, acts or omissions from and after the date it succeeds to the interests of landlord);
 - (b) Subject to any offsets or defenses which Tenant might have against any prior landlord, including Landlord, except for offsets or defenses related to a continuing default, so long as Tenant (i) notifies Subsequent Owner in writing of such continuing default on or after the date Subsequent Owner succeeds to the interest of Landlord under the Lease and (ii) provides Subsequent Owner with the same opportunity to cure such continuing default as provided to Landlord under the Lease (it being understood that Landlord shall remain liable for such damages until Subsequent Owner is liable for the same hereunder);
 - (c) Bound by any prepayment of rent made more than one month in advance or deposit, rental security or any other sums deposited with any prior lessor, including Landlord, under the Lease, unless actually received by Lender or Subsequent Owner;
 - (d) Bound by any amendment or modification of the Lease made without Lender's or Subsequent Owner's prior written consent, except for amendments or modifications specifically contemplated by the Lease; and
 - (e) Bound to commence or complete any construction or to make any contribution toward construction or installation of any improvements upon the Leased Premises or the Property required under the Lease, including, without limitation, for any expansion or

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rehabilitation of existing improvements thereon (except for maintenance, repair or replacement obligations set forth in the Lease arising after the date Subsequent Owner succeeds to the interests of the landlord); or for the payment of any tenant allowance or incentive, or for restoration of improvements following any casualty not required to be insured under the Lease or for the costs of any restorations in excess of any proceeds recovered under any insurance required to be carried under the Lease.

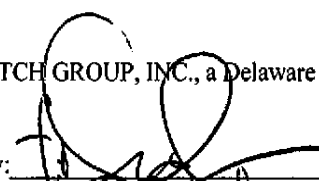
5. Tenant agrees to commence paying all rents, revenues and other payments due under the Lease directly to Lender after Lender notifies Tenant that Lender is the owner and holder of the Loan and is invoking Lender's rights under the Loan documents to directly receive from Tenant all rents, revenues and other payments due under the Lease. By making such payments to Lender, Tenant shall be deemed to have satisfied all such payment obligations to Landlord under the Lease. Landlord hereby releases Tenant from all liability to Landlord in connection with Tenant's compliance with Lender's instructions.
6. This Agreement shall inure to the benefit of Lender's affiliates, agents, lenders, co-lenders and participants, and each of their respective successors and assigns. This Agreement shall bind and benefit the parties, their successor and assigns.

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IN WITNESS WHEREOF, the parties hereto have caused this Subordination, Non-Disturbance and Attornment Agreement to be duly executed as of the ____ day of January, 2019.

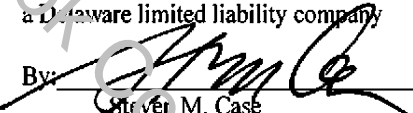
TENANT:


FITCH GROUP, INC., a Delaware corporation

By: 
Name: Andrew F. Wacker
Title: EV, CO

LANDLORD:

ONE NORTH WACKER LLC,
a Delaware limited liability company

By: 
Steven M. Case
Executive Vice President
Office Properties

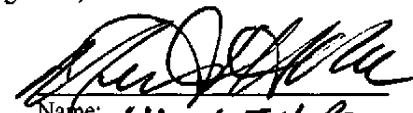
By: 
Michael T. Bennett
Senior Vice President, Operations
Office Properties



LENDER:

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY

By: Barings LLC, as investment adviser

By: 
Name: Nicole T.H. Recoulas
Title: Managing Director

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NOTARY ACKNOWLEDGEMENTS

FOR TENANT

STATE OF NEW YORK)
) ss.
 COUNTY OF NEW YORK)

On this, the 14th day of January, 2019, before me, the undersigned party, personally appeared Theodore Niedermayer who acknowledged himself/herself to be the VP, CTO of FITCH GROUP, INC., a Delaware corporation, and that he/she as such VP, CTO, being authorized to do so, executed the foregoing Subordination, Non-disturbance and Attornment Agreement, for the purposes therein contained by signing the name of the corporation by himself/herself as Chief Financial Officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Viola Fong
 Notary Public
 My Commissions Expires: 10/6/2022

FOR LANDLORD

VIOLA FONG
 Notary Public, State of New York
 No. 02FO6312556
 Qualified in Westchester County
 Commission Expires Oct. 06, 2022

STATE OF CALIFORNIA)
) ss.
 COUNTY OF _____)

On this, the _____ day of January, 2019, before me, the undersigned party, personally appeared Steven M. Case and Michael T. Bennett who acknowledged themselves to be the Executive Vice President and Senior Vice President, respectively, of ONE NORTH WACKER LLC, a Delaware limited liability company, and that they as such Executive Vice President and Senior Vice President, respectively, being authorized to do so, executed the foregoing Subordination, Non-disturbance and Attornment Agreement for the purposes therein contained by signing the name of the limited liability company by themselves/herself as Executive Vice President and Senior Vice President, respectively.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

 Notary Public
 My Commissions 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 Orange }

On January 21, 2019 before me, Catherine Corral, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Steven M. Case and Michael T. Bennett
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 Catherine Corral
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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: Subordination, Non-Disturbance and Attornment Agreement

Document Date: January 2019 Number of Pages: 7

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Steven M. Case

Corporate Officer - Title(s): Executive VP.

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: One North Wacker LLC

Signer's Name: Michael T. Bennett

Corporate Officer - Title(s): Senior V.P. - Ops

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: One North Wacker LLC

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FOR LENDER

STATE OF Illinois)
) ss.
 COUNTY OF COOK)

On this, the 23rd day of January, 2019, before me, the undersigned party, personally appeared Nicolas J. Secoules who acknowledged himself/herself to be a Managing Director of Barings LLC, a Delaware limited liability company, as investment adviser of Massachusetts Mutual Life Insurance Company, a Massachusetts corporation and that he/she as such Managing Director being authorized to do so, executed the foregoing Subordination, Non-disturbance and Assignment Agreement for the purposes therein contained by signing the name of the corporation by himself/herself as a Managing Director.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Eboni Everett
 Notary Public

My Commission Expires:



UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION****PARCEL 1:**

ALL OF LOT 5 AND THE WEST 15 FEET OF SUB-LOT 2 AND ALL OF SUB-LOTS 3 AND 4 IN LOT 6, IN BLOCK 53 IN THE ORIGINAL TOWN OF CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT FROM SAID LOT 5 THE SOUTH 30 FEET TAKEN FOR WIDENING MADISON STREET), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

SUB-LOT 1 AND SUB-LOT 2 (EXCEPT THE WEST 15 FEET OF SAID SUB-LOT 2) IN THE SUBDIVISION OF LOT 6 (EXCEPT THAT PART THEREOF TAKEN FOR WIDENING MADISON STREET) IN BLOCK 53 IN THE ORIGINAL TOWN OF CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 7 AND 8 (EXCEPT LOTS 2, 3, 5 AND THE NORTH 8 INCHES OF LOT 4 IN ASSESSORS DIVISION OF SAID LOT 8, AND EXCEPT FOR THOSE PORTIONS OF SAID LOTS 7 AND 8 TAKEN FOR WIDENING MADISON STREET), IN BLOCK 53 IN THE ORIGINAL TOWN OF CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 2, 3, 5 AND THE NORTH 8 INCHES OF LOT 4 IN ASSESSORS DIVISION OF LOT 8 IN BLOCK 53 IN THE ORIGINAL TOWN OF CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #S: 17-09-454-001; 17-09-454-002; 17-09-454-003; 17-09-454-004; 17-09-454-005; 17-09-454-006; 17-09-454-007; AND 17-09-454-008.

COMMONLY KNOWN ADDRESS: ONE NORTH WACKER DRIVE, CHICAGO, ILLINOIS