



This document prepared by and after recording return to:

Quarles & Brady LLP
300 North LaSalle Street, Suite 4000
Chicago, Illinois 60654
Attn: Joel V. Sestito, Esq.

Doc# 2004425125 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 02/13/2020 02:25 PM PG: 1 OF 11

17WSA 332289LP LK Dale

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This **SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT** (this "Agreement") dated as of this 31st day of January, 2020, is made by and among **LYFT, INC.**, a Delaware corporation ("Tenant"), **SKYFALL OWNER LLC**, a Delaware limited liability company ("Landlord"), and **NORTHBROOK BANK & TRUST COMPANY, N.A.**, a national banking association (f/k/a Northbrook Bank & Trust Company, an Illinois state chartered bank) ("Mortgagee").

WHEREAS, Mortgagee has agreed to make a loan to Landlord in the original principal amount of Eight Million Five Hundred Thousand Dollars (\$8,500,000.00), secured by, among other things, an Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of January 30, 2020, executed by Landlord in favor of Mortgagee and to be recorded with the Office of the Recorder of Deeds of Cook County, Illinois (as may from time to time be extended, amended, restated or supplemented, the "Mortgage"), covering, among other property, the land (the "Land") described in **Exhibit A** which is attached hereto and incorporated herein by reference, and the improvements thereon ("Improvements") (such Land and Improvements being herein together called the "Property");

WHEREAS, Tenant is the tenant under a Lease Agreement with Landlord dated June 21, 2019 (herein, as may from time to time be extended, amended, restated or supplemented, the "Lease"), covering a portion of the Property (said portion being herein referred to as the "Premises"); and

WHEREAS, the term "Landlord" as used herein means the present landlord under the Lease or, if the landlord's interest is transferred in any manner, the successor(s) or assign(s) occupying the position of landlord under the Lease at the time in question.

NOW, THEREFORE, in consideration of the mutual agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Subordination. Tenant agrees and covenants, subject to the terms of this Agreement, that the Lease and the rights of Tenant thereunder, all of Tenant's right, title and interest in and to the property covered by the Lease, and any lease thereafter executed by Tenant covering any part of the Property, are and shall be subject, subordinate and inferior in all respects

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to the lien of (a) the Mortgage and the rights of Mortgagee thereunder and (b) all other security documents now or hereafter securing payment of any indebtedness of the Landlord (or any prior landlord) to Mortgagee which cover or affect all or any portion of the Property (collectively, the "Loan Documents"). This Agreement is not intended and shall not be construed to subordinate the Lease to any mortgage, deed of trust or other security document other than those referred to in the immediately preceding sentence, securing the indebtedness owing to Mortgagee.

2. Non-Disturbance. Mortgagee agrees that so long as the Lease is in full force and effect and Tenant is not in default in the payment of rent, additional rent or other payments due under the Lease or in the performance of any of the other terms, covenants or conditions of the Lease or Tenant's part to be performed (beyond the period, if any, specified in the Lease within which Tenant may cure such default),

(a) Tenant's possession of the Premises under the Lease and Tenant's other rights and privileges under the Lease shall not be disturbed or interfered with by Mortgagee in the exercise of any of its foreclosure rights under the Mortgage or in connection with the conveyance of the Property by deed in lieu of foreclosure,

(b) Mortgagee will recognize Tenant's rights, benefits and privileges under the Lease and shall be bound to Tenant under all of the terms and conditions of the Lease (except as expressly provided in this Agreement), and

(c) Mortgagee will not name or join Tenant as a party defendant for the purpose of terminating Tenant's interest and estate under the Lease in any proceeding for foreclosure of the Mortgage or in any other suit, action or proceeding to enforce any rights or remedies of Mortgagee under the Mortgage or the obligations secured thereby.

3. Attornment.

(a) Tenant covenants and agrees that in the event of the foreclosure of the Mortgage, whether by power of sale or by court action, or upon a transfer of the Property by a deed in lieu of foreclosure (each being referred to herein as the "Transfer Date") (the purchaser at foreclosure or the transferee in such deed in lieu of foreclosure, including Mortgagee if it is such purchaser or transferee, being herein called the "New Owner"), Tenant shall attorn to the New Owner as Tenant's new landlord, and agrees that the Lease shall continue in full force and effect as a direct lease between Tenant and New Owner upon all of the terms, covenants, conditions and agreements set forth in the Lease and this Agreement, except for provisions which are impossible for New Owner to perform and New Owner agrees in such event to recognize Tenant's rights, benefits and privileges under the Lease for the remaining balance of the term of the Lease with the same force and effect as if the New Owner were the landlord under the Lease, except for provisions which are impossible for New Owner to perform; provided, however, that in no event shall the New Owner be:

(i) liable for any act, omission, default, misrepresentation, or breach of warranty, of any previous landlord (including Landlord) or obligations accruing prior to New Owner's actual ownership of the Property, unless Tenant

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shall have provided Mortgagee with (A) notice of the applicable act, omission, default, misrepresentation, or breach of warranty, and (B) the opportunity to cure the same, all in accordance with the terms of Section 4(b) below. To the extent Tenant complies with the provisions of this clause (i), Tenant shall have all rights and remedies available under the Lease against the New Owner with respect to the applicable act, omission, default, misrepresentation or breach of warranty;

(ii) subject to any offset, defense, claim or counterclaim which Tenant might be entitled to assert against any previous landlord (including Landlord), unless Tenant shall have provided Mortgagee with (A) notice of the applicable default that gave rise to such offset, defense, claim or counterclaim, and (B) the opportunity to cure the same, all in accordance with the terms of Section 4(b) below. To the extent Tenant complies with the provisions of this clause (ii), Tenant shall have all rights and remedies available under the Lease against the New Owner with respect to the applicable default;

(iii) bound by any payment of rent, additional rent or other payments, made by Tenant to any previous landlord (including Landlord) for more than one (1) month in advance of the date when due under the Lease;

(iv) bound by any amendment, termination or modification of the Lease hereafter made, without the written consent of Mortgagee (other than amendments or modifications of the Lease arising out of Tenant's exercise of any express right or option contained in the Lease), which consent shall not be unreasonably withheld, conditioned or delayed (if such consent is required pursuant to the terms of the Loan Documents);

(v) liable for any deposit that Tenant may have given to any previous landlord (including Landlord) which has not been transferred to New Owner; or

(vi) liable for construction or completion of any improvements to the Premises or as required under the Lease for Tenant's use and occupancy.

(b) The provisions of this Agreement regarding attornment by Tenant shall be self-operative and effective without the necessity of execution of any new lease or other document on the part of any party hereto or the respective heirs, legal representatives, successors or assigns of any such party. Tenant agrees, however, to execute and deliver upon the request of New Owner, any reasonable instrument or certificate which in the reasonable judgment of New Owner may be necessary or appropriate to evidence such attornment, including a new lease of the Premises on the same terms and conditions as set forth in the Lease for the unexpired term of the Lease.

4. Acknowledgment and Agreement by Tenant. Tenant acknowledges and agrees as follows:

(a) Except as set forth in Section 3(a)(iv), Tenant will not amend, alter or waive any provision of, or consent to the amendment, alteration or waiver of any provision of the Lease without the prior written consent of Mortgagee. Tenant shall not

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prepay any rents or other sums due under the Lease for more than one (1) month in advance of the due date therefor (except as may be expressly permitted under the Lease with respect to estimated additional rent). Tenant acknowledges that Mortgagee will rely upon this instrument in connection with the financing being made by Mortgagee and secured, in part, by the Mortgage.

(b) From and after the date hereof, in the event of a default by Landlord which would give Tenant the right, either immediately or after the lapse of time, to terminate the Lease or to claim a partial or total eviction, Tenant will not exercise any such right (i) until it has given written notice of such act or omission to the Mortgagee; and (ii) until Tenant has given Mortgagee a period of thirty (30) days after the expiration of Landlord's applicable cure period to cure such default, or such longer period of time as may be necessary to cure or remedy such default (but in no event more than one hundred twenty (120) days after the expiration of Landlord's applicable cure period), during which period of time Mortgagee shall be permitted to cure or remedy such default. If Mortgagee elects to cure Landlord's default, Mortgagee shall diligently cure or remedy such default; provided, however, that Mortgagee shall have no duty or obligation to cure or remedy any default by Landlord unless it so elects. It is specifically agreed that Tenant shall not, as to Mortgagee, require cure of any such default which is personal to Landlord, and therefore not susceptible to cure by Mortgagee.

(c) In the event that Mortgagee notifies Tenant in writing of a default under the Mortgage or Loan Documents and demands that Tenant pay its rent and all other sums due under the Lease directly to Mortgagee, Tenant shall honor such demand and pay the full amount of its rent and all other sums due under the Lease directly to Mortgagee, without offset, or as otherwise required pursuant to such notice beginning with the payment next due after such notice of default, without inquiry as to whether a default actually exists under the Mortgage or other Loan Documents, and notwithstanding any contrary instructions of or demands from Landlord. Landlord hereby expressly authorizes Tenant to make such payments to Lender upon reliance on Lender's written notice (without prior notice to or consent from Landlord) and hereby releases Tenant from all liability to Landlord in connection with Tenant's compliance with Lender's written instructions.

(d) Tenant has no right or option of any nature whatsoever, whether pursuant to the Lease or otherwise, to purchase the Premises or the Property, or any portion thereof or any interest therein, and to the extent that Tenant has had, or hereafter acquires, any such right or option, the same is hereby acknowledged to be subject and subordinate to the Mortgage and is hereby waived and released as against Mortgagee and New Owner.

(e) Mortgagee and any New Owner shall have no obligation nor incur any liability with respect to the erection or completion of any improvements in which the Premises are located or for completion of the Premises or any improvements for Tenant's use and occupancy, either at the commencement of the term of the Lease or upon any renewal or extension thereof or upon the addition of additional space, pursuant

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to any expansion rights contained in the Lease unless expressly agreed to by Mortgagee or any New Owner.

(f) Mortgagee and any New Owner shall have no obligation nor incur any liability with respect to any warranties of any nature whatsoever, whether pursuant to the Lease or otherwise, including, without limitation, any warranties respecting use, compliance with zoning, Landlord's title, Landlord's authority, habitability, fitness for purpose or possession provided that to the extent that the breach of any such warranty shall give the Tenant the right to terminate the Lease pursuant to the terms of the Lease, Tenant shall retain such right to terminate pursuant to the terms of the Lease.

(g) In the event that Mortgagee or any New Owner shall acquire title to the Premises or the Property, Mortgagee or such New Owner shall have no obligation, nor incur any liability, beyond Mortgagee's or New Owner's then interest and applicable insurance proceeds, if any, in the Property or the Premises, and Tenant shall look exclusively to such interest of Mortgagee or New Owner and insurance proceeds, if any, for the payment and discharge of any obligations imposed upon Mortgagee or New Owner hereunder or under the Lease or for recovery of any judgment from Mortgagee, or New Owner, and in no event shall Mortgagee, New Owner, nor any of their respective officers, directors, shareholders, agents, representatives, servants, employees or partners ever be personally liable for such judgment.

5. Acknowledgment and Agreement by Landlord. Landlord, as landlord under the Lease and grantor under the Mortgage, acknowledges and agrees for itself and its heirs, representatives, successors and assigns, that: (a) this Agreement does not constitute a waiver by Mortgagee of any of its rights under the Mortgage or any of the other Loan Documents, or in any way release Landlord from its obligations to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Mortgage and the other Loan Documents; (b) the provisions of the Mortgage and the other Loan Documents remain in full force and effect and must be complied with by Landlord; and (c) Tenant is hereby authorized to pay its rent and all other sums due under the Lease directly to Mortgagee upon receipt of a notice as set forth in Section 4(c) above from Mortgagee and that Tenant is not obligated to inquire as to whether a default actually exists under the Mortgage or any of the other Loan Documents. Landlord hereby releases and discharges Tenant of and from any liability to Landlord resulting from Tenant's payment to Mortgagee in accordance with this Agreement. Landlord represents and warrants to Mortgagee that a true and complete copy of the Lease has been delivered by Landlord to Mortgagee.

6. Lease Status. Landlord and Tenant represent and warrant to Mortgagee (on their respective behalf and not on behalf of the other) that, as of the date of Landlord's and Tenant's applicable execution of this Agreement, neither Landlord nor Tenant has knowledge of any default beyond any notice and cure period on the part of the other under the Lease, that the Lease is bona fide and contains all of the agreements of the parties thereto with respect to the letting of the Premises and that all of the agreements and provisions therein contained are in full force and effect.

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7. Notices. All notices, requests, consents, demands and other communications required or which any party desires to give hereunder shall be in writing and shall be deemed sufficiently given or furnished if delivered by personal delivery, by expedited delivery service with proof of delivery, or by registered or certified United States mail, postage prepaid, at the addresses specified at the end of this Agreement (unless changed by similar notice in writing given by the particular party whose address is to be changed). Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein. Notwithstanding the foregoing, no notice of change of address shall be effective except upon receipt by the parties hereto other than the particular party whose address is to be changed. This Section 7 shall not be construed in any way to affect or impair any waiver of notice or demand provided in this Agreement or in the Lease or in any document evidencing, securing or pertaining to the loan secured by the Mortgage or to require giving of notice or demand to or upon any person in any situation or for any reason.

8. Miscellaneous.

(a) This Agreement supersedes any inconsistent provision of the Lease; provided, however, as between Landlord and Tenant, the provisions of the Lease shall control to the extent of any inconsistency.

(b) Nothing contained in this Agreement shall be construed to derogate from or in any way impair, or affect the lien, security interest or provisions of the Mortgage or the other Loan Documents.

(c) This Agreement shall inure to the benefit of the parties hereto, their respective successors and permitted assigns, and any New Owner, and its heirs, personal representatives, successors and assigns; provided, however, that in the event of the assignment or transfer of the interest of Mortgagee, all obligations and liabilities of the assigning Mortgagee under this Agreement shall terminate and thereupon all such obligations and liabilities shall be the responsibility of the party to whom Mortgagee's interest is assigned or transferred.

(d) THIS AGREEMENT AND ITS VALIDITY, ENFORCEMENT AND INTERPRETATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS AND APPLICABLE UNITED STATES FEDERAL LAW EXCEPT ONLY TO THE EXTENT, IF ANY, THAT THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED NECESSARILY CONTROL.

(e) The words "herein", "hereof", "hereunder" and other similar compounds of the word "here" as used in this Agreement refer to this entire Agreement and not to any particular section or provision.

(f) This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement may be executed in two or more counterparts, each of which

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shall be deemed an original, but all of which together shall constitute one and the same instrument.

(g) If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not apply to or affect any other provision hereof, but this Agreement shall be construed as if such invalidity, illegality, or unenforceability did not exist.

[SIGNATURE PAGES FOLLOW]

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and sealed as of the date first above written.

ADDRESS OF TENANT:

TENANT:

Lyft, Inc.
185 Berry Street, Suite 5000
San Francisco, CA 94107
Attention: Legal Notices-Real Estate

LYFT, INC., a Delaware corporation

By: *David Katcher*
Name: David Katcher
Title: VP, Global Operations

Property of Cook County Clerk's Office

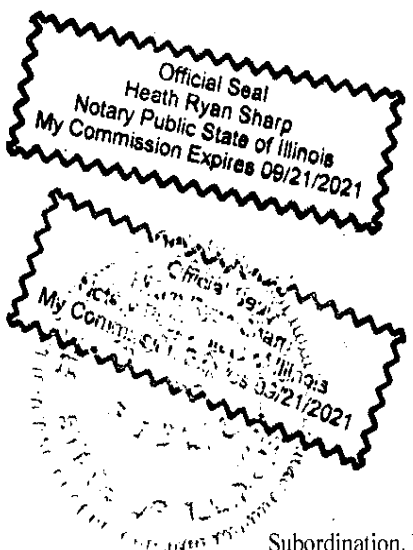
STATE OF IL)
) ss.
COUNTY OF Cook)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that DAVID KATCHER, the VP OF GLOBAL OPS of **LYFT, INC.**, a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31 day of JANUARY, 2020.

Heath Ryan Sharp
Notary Public

My Commission Expires:
09/21/2021



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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and sealed as of the date first above written.

ADDRESS OF LANDLORD:

917 West Washington Blvd., #308
Chicago, Illinois 60607
Attn: Seth Halpern, General Counsel


LANDLORD:

SKYFALL OWNER LLC, a Delaware limited liability company

By: Skyfall Partners LLC, a Delaware limited liability company, its Sole Member

By: SP Skyfall LLC, a Delaware limited liability company, its Managing Member

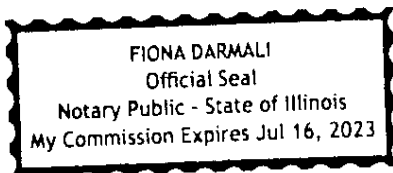
By: Shapack Manager LLC, an Illinois limited liability company, its Manager

By: 
Name: Jeffrey Shapack
Title: Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Jeffrey Shapack, the manager of Snapack Manager LLC, an Illinois limited liability company, the manager of SP Skyfall LLC, a Delaware limited liability company, the managing member of Skyfall Partners LLC, a Delaware limited liability company, the sole member of **SKYFALL OWNER LLC**, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of January, 2020.




Notary Public

My Commission Expires:

July 16, 2023

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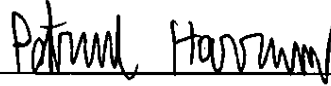
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and sealed as of the date first above written.

ADDRESS OF MORTGAGEE:

100 West North Avenue
Chicago, Illinois 60610
Attention: Patrick J. Harrington

MORTGAGEE:

NORTHBROOK BANK & TRUST COMPANY, N.A., a national banking association (f/k/a Northbrook Bank & Trust Company, an Illinois state chartered bank)



By: _____

Name: Patrick Harrington

Title: Vice President

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Patrick Harrington, the Vice President of **NORTHBROOK BANK & TRUST COMPANY, N.A.**, a national banking association (f/k/a Northbrook Bank & Trust Company, an Illinois state chartered bank), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of January, 2020.





Notary Public

My Commission Expires: 9-7-2020

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1:

LOT 23 (EXCEPT THE EAST 16 FEET OF THE WEST 17 FEET THEREOF) AND LOTS 24 TO 42 BOTH INCLUSIVE IN BLOCK 17 IN ELSTON ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE VACATED NORTH AND SOUTH 16 FOOT PUBLIC ALLEY LYING EAST OF AND ADJOINING THE EAST LINE OF LOT 33 IN BLOCK 17 IN ELSTON ADDITION TO CHICAGO AFORESAID AND LYING NORTH OF AND ADJOINING THE SOUTH LINE OF SAID LOT 33 PRODUCED EAST 16 FEET, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER:

17-05-313-055-0000

COMMON ADDRESS:

1020 NORTH ELSTON, CHICAGO, ILLINOIS 60642