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Doc#: 2026806248 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 09/24/2020 12:02 PM Pg: 1 of 11

After Recording, Return to:

Winston & Strawn LLP
200 Park Avenue
New York, NY 10166-4193
Attn: William X. Lang, Esq.

Property of Cook County Clerk
CC# 20200220815
V. EZEAS

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "**Agreement**") is made as of JUNE 30, 2020, by and between **OTERA CAPITAL INVESTMENTS XV INC.**, a Quebec corporation, whose address for notice under this Agreement is 55 University Avenue, Suite 1701, Toronto, Ontario M5J 2H7 (together with its successors and/or assigns, "**Lender**"), and **CCC INFORMATION SERVICES INC.**, a Delaware corporation, whose address for notice under this Agreement is 167 N. Green Street, Chicago, Illinois 60607 ("**Tenant**").

Statement of Background

Lender has made a loan (the "**Loan**") to W-SF GOLDFINGER OWNER VIII, L.L.C., a Delaware limited liability company ("**Landlord**"), which is evidenced by a promissory note secured by mortgage (the "**Note**") made by Landlord to the order of Lender and is secured by, among other things, a mortgage, assignment of leases and rents, security agreement and fixture filing (the "**Mortgage**") made by Landlord for the benefit of Lender covering the land (the "**Land**") described on Exhibit A attached hereto and all improvements (the "**Improvements**") now or hereafter located on the Land (the Land and the Improvements hereinafter collectively referred to as the "**Property**").

Tenant is the tenant or lessee under a lease dated as of JUNE 30, 2020 (which lease, as the same may have been amended and supplemented as of the date hereof, is hereinafter called the "**Lease**"), covering approximately 140,565 square feet of space to be located in the Improvements (the "**Premises**"). Landlord holds all rights of landlord or lessor under the Lease.

The parties hereto desire to make the Lease subject and subordinate to the Mortgage in accordance with the terms and provisions of this Agreement.

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Statement of Agreement

For and in consideration of the mutual covenants herein contained and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and notwithstanding anything in the Lease to the contrary, it is hereby agreed as follows:

1. Lender, Tenant and Landlord do hereby covenant and agree that the Lease with all rights, options (including options to acquire or lease all or any part of the Premises), liens and charges created thereby, is and shall continue to be subject and subordinate in all respects to the lien of the Mortgage and to any renewals, modifications, consolidations, replacements and extensions thereof and to all advancements made thereunder.
2. Lender does hereby agree with Tenant that, in the event Lender becomes the owner of the Premises by foreclosure, conveyance in lieu of foreclosure or otherwise, so long as Tenant is not in default beyond any applicable notice and cure period under the Lease, (a) the Lease shall continue in full force and effect as a direct Lease between the succeeding owner of the Property and Tenant, upon and subject to all of the terms, covenants and conditions of the Lease, for the balance of the term of the Lease, and Lender will not disturb the possession of Tenant, and (b) the Premises shall be subject to the Lease and Lender shall recognize Tenant as the tenant of the Premises for the remainder of the term of the Lease in accordance with the provisions thereof; provided, however, nothing contained herein shall prevent Lender from naming Tenant in any foreclosure or other action or proceeding initiated by Lender pursuant to the Mortgage to the extent necessary under applicable law in order for Lender to avail itself of and complete the foreclosure or other remedy.
3. Tenant does hereby agree with Lender that, in the event Lender becomes the owner of the Premises by foreclosure, conveyance in lieu of foreclosure or otherwise, then Tenant shall attorn to and recognize Lender as the landlord under the Lease for the remainder of the term thereof, and Tenant shall perform and observe its obligations thereunder, subject only to the terms and conditions of the Lease. Tenant further covenants and agrees to execute and deliver upon request of Lender an appropriate agreement of attornment to Lender and any subsequent titleholder of the Premises.
4. Tenant agrees that, in the event Lender succeeds to the interest of Landlord under the Lease, Lender shall not be:
 - (a) liable for any act or omission of any prior landlord (including, without limitation, the then defaulting Landlord), other than any acts or omissions relating to ongoing Landlord performance defaults that continue after Lender becomes the owner of the Property;
 - (b) subject to any defense or offsets which Tenant may have against any prior Landlord (including, without limitation, the then defaulting Landlord), other than those offsets or defenses expressly set forth in the Lease;
 - (c) bound by any payment of rent or additional rent which Tenant might have paid for more than one month in advance of the due date under the Lease to any prior Landlord (including, without limitation, the then defaulting Landlord), other than any prepayments of any Taxes or Expenses required pursuant to the terms of the Lease which were actually transferred or credited to Lender;

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- (d) bound by any obligation to make any payment to Tenant which was required to be made prior to the time Lender succeeded to any prior Landlord's interest, except for the obligation to contribute the Allowance toward the cost of performing the Initial Alterations pursuant to Section 3(a) of the Lease and the Refurbishment Allowance pursuant to Section 11 of Exhibit F of the Lease;
 - (e) accountable for any monies deposited with any prior Landlord (including security deposits), except to the extent such monies are actually received by Lender; or
 - (f) bound by any surrender, termination, amendment or modification of the Lease made without the consent of Lender, other than in connection with the exercise by Tenant of its rights in accordance with the express terms of Exhibit F of the Lease.
5. Tenant acknowledges that Landlord has executed and delivered an Assignment of Leases and Rents (the "**Assignment of Leases**"), which assigns the Lease and the rent and all other sums due thereunder to Lender as security for the Loan, and Tenant hereby expressly consents to such assignment. Tenant acknowledges that the interest of the Landlord under the Lease has been assigned to Lender solely as security for the purposes specified in said assignments, and Lender shall have no duty, liability or obligation whatsoever under the Lease or any extension or renewal thereof, either by virtue of said assignments or by any subsequent receipt or collection of rents thereunder, unless Lender shall specifically undertake such liability in writing or unless Lender or its designee or nominee becomes, and then only with respect to periods in which Lender or its designee or nominee becomes, the fee owner of the Premises. Tenant further agrees that upon receipt of a written notice from Lender of a default by Landlord under the Loan, Tenant will thereafter, if requested by Lender, pay rent to Lender in accordance with the terms of the Lease. Landlord shall have no claim against Tenant for any amounts paid to Lender pursuant to any such notice.
6. Tenant hereby agrees to give to Lender copies of all notices of Landlord default(s) under the Lease in the same manner as, and whenever, Tenant shall give any such notice of default to Landlord, and no such notice of default shall be deemed given to Landlord unless and until a copy of such notice shall have been so delivered to Lender. Lender shall have the right, but not the obligation, to remedy any Landlord default under the Lease, or to cause any default of Landlord under the Lease to be remedied, and for such purpose Tenant hereby grants Lender such additional period of time as may be reasonable to enable Lender to remedy, or cause to be remedied, any such default in addition to the period given to Landlord for remedying, or causing to be remedied, any such default, provided, however, that such additional period shall not exceed 30 days unless such default is not reasonably susceptible of cure by Lender within that time, in which case Lender shall be afforded such additional time as may be necessary if within such initial thirty (30) days, Lender has commenced and is reasonably pursuing the remedies necessary or appropriate to cure such default. Tenant shall accept performance by Lender of any term, covenant, condition or agreement to be performed by Landlord under the Lease with the same force and effect as though performed by Landlord. No Landlord default under the Lease shall exist or shall be deemed to exist (i) as long as Lender, in good faith, shall have commenced to cure such default within the above referenced time period and shall be prosecuting the same to completion with reasonable diligence, subject to force majeure, or (ii) if possession of the Premises is required in order to cure such default, or if such default is not susceptible of being cured

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by Lender, as long as Lender, in good faith, shall have notified Tenant that Lender has instituted proceedings under the Mortgage, and, thereafter, as long as such proceedings shall have been instituted and shall be prosecuted with reasonable diligence. In the event of the termination of the Lease by reason of any default thereunder by Landlord, upon Lender's written request, given within thirty (30) days after any such termination, Tenant, within fifteen (15) days after receipt of such request, shall execute and deliver to Lender or its designee or nominee a new lease of the Premises for the remainder of the term of the Lease upon all of the terms, covenants and conditions of the Lease. Lender shall have the right, without Tenant's consent, to foreclose the Mortgage or to accept a deed in lieu of foreclosure or to exercise any other remedies under the Mortgage.

7. Lender shall have no obligation or incur any liability with respect to the construction or completion of the improvements in which the Premises are located or for completion of the Premises or any improvements for Tenant's use and occupancy, other than the Landlord Work obligations set forth in the Lease in the event Lender succeeds to the interest of Landlord under the Lease. Lender shall have no obligations nor incur any liability with respect to any warranties of any nature whatsoever, including, without limitation, any warranties respecting use, compliance with zoning, hazardous wastes or environmental laws, Landlord's title, Landlord's authority, habitability, fitness for purpose or possession. In the event that Lender shall acquire title to the Premises or the Property, Lender shall have no obligation, nor incur any liability, beyond Lender's then equity interest, if any, in the Premises, and Tenant shall look exclusively to such equity interest of Lender, if any, in the Premises for the payment and discharge of any obligations or liability imposed upon Lender hereunder, under the Lease or under any new lease of the Premises.
8. Tenant acknowledges, without limitation, that the subordinations provided hereby include a full and complete subordination by Tenant of any options it may have to purchase all or any portion of the Property or rights of first refusal to purchase all or any portion of the Property (excluding, for the avoidance of doubt, the Right of First Offer (as defined in the Lease)), whether such rights are provided in the Lease or elsewhere. Tenant hereby further agrees that any such option to purchase or right of first refusal to purchase (excluding, for the avoidance of doubt, the Right of First Offer (as defined in the Lease)) shall be expressly inapplicable to any foreclosure of the Mortgage or acquisition of the Property or any interest therein by Lender or any designee of Lender by conveyance in lieu thereof or similar transaction.
9. If any portion or portions of this Agreement shall be held invalid or inoperative, then all of the remaining portions shall remain in full force and effect, and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion or portions held to be invalid or inoperative.
10. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Property is located.
11. Lender shall not, either by virtue of the Mortgage, the Assignment of Leases or this Agreement, be or become a mortgagee in possession or be or become subject to any liability or obligation under the Lease or otherwise until Lender shall have acquired the interest of Landlord in the Premises, by foreclosure or otherwise, and then such liability

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or obligation of Lender under the Lease shall extend only to those liability or obligations accruing subsequent to the date that Lender has acquired the interest of Landlord in the Premises as modified by the terms of this Agreement.

12. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given if (a) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested; (b) by delivering same in person to the intended addressee; or (c) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated address of the intended addressee. For purposes of notice, the addresses of the parties shall be as set forth on the first page; provided, however, that every party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days notice to the other parties in the manner set forth herein.
13. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, successors in title and assigns. When used herein, the term "Landlord" refers to Landlord and to any successor to the interest of Landlord under the Lease, and the term "Lender" refers to Lender and to any successor in interest of Lender under the Mortgage.
14. This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal to be effective as of the date set forth in the first paragraph hereof.

LENDER:

OTERA CAPITAL INVESTMENTS XV INC.,
a Quebec corporation

By: _____

Name: Lennard Damiani

Title: Authorized Signatory

By: _____

Name: Paul A. Chin

Title: Authorized Signatory

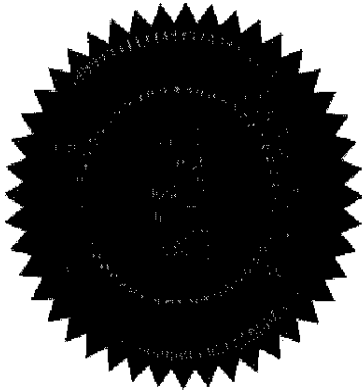
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ACKNOWLEDGMENT

CITY OF TORONTO)
) ss.
 PROVINCE OF ONTARIO)

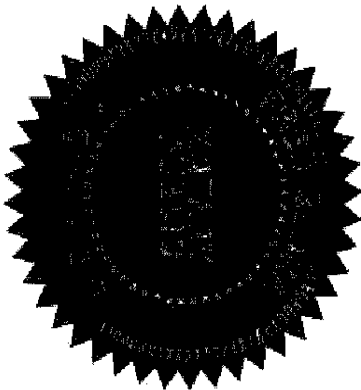
On the 7th day of July in the year 2020, before me, the undersigned, a Commissioner for Oaths (*Commissaire à l'assermentation*) in and for said district, personally appeared Paul A. Chin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



(FRED GJOKA)
 Commissioner for Oaths (*Commissaire à l'assermentation*)

CITY OF TORONTO)
) ss.
 PROVINCE OF ONTARIO)

On the 7th day of July in the year 2020, before me, the undersigned, a Commissioner for Oaths (*Commissaire à l'assermentation*) in and for said district, personally appeared Leonard Damiani, 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/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

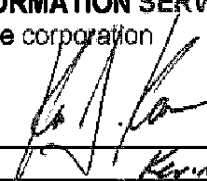


(FRED GJOKA)
 Commissioner for Oaths (*Commissaire à l'assermentation*)

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TENANT:

CCC INFORMATION SERVICES INC.
a Delaware corporation

By: 
Name: Kevin J. Kane
Title: SVP, GC & Secretary

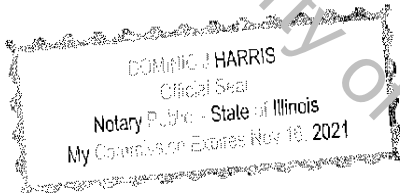
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ACKNOWLEDGMENT

STATE OF Illinois
COUNTY OF DeKalb :SS

On the 7th day of May, 2020, before me, the undersigned, personally appeared [Signature], personally known to me on the basis of satisfactory evidence to be the individual(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 capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or their person upon behalf of which the individual(s) acted, executed the instrument.



[Signature]
Notary Public

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Exhibit A

[PROPERTY LEGAL DESCRIPTION]

That certain real property located in the City of Chicago, Cook County, Illinois, described as follows.

Parcel 1:

Lots 6, 7, 8, 9, 10, 11, 12, 13, 20, 21 and 22 in T.F. Gale's Subdivision of Lots 6 to 13 inclusive in Block 36 in Carpenter's Addition to Chicago in the Southeast 1/4 of Section 8, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Lots 1, 2 and 3 in Block 36 in Carpenter's Addition to Chicago in the Southeast 1/4 of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3 (East-West Alley to be vacated):

That part of the 15 foot wide East-West Alley, South of and adjoining Lots 1 to 3, in Carpenter's Addition to Chicago and North of and adjoining Lots 6 and 7 in T.F. Gale's Subdivision of Lots 6 to 13 inclusive in Block 36 in Carpenter's Addition to Chicago, all in the Southeast 1/4 of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County Illinois, more particularly described as follows:

Beginning at the Southeast corner of said Lot 1; thence South 01 degree 28 minutes 11 seconds East, along the West Line of North Halsted Street, a distance of 15.00 feet to the Northeast corner of said Lot 7; thence South 88 degrees 24 minutes 39 Seconds West, along the North Line of said Lot 7 extended Westerly, 151.32 feet to the intersection of the West Line of Lot 3 extended Southerly and the North Line of said Lot 6; thence North 01 degrees 32 minutes 03 seconds West, to the Southwest corner of said Lot 3, a distance of 15.00 feet; thence North 88 degrees 24 minutes 39 seconds East, along the South Line of Lots 1 through 3, a distance of 151.34 feet to the point of beginning, in Cook County, Illinois.

Parcel 4 (North-South alley to be vacated):

That part of the 12 foot wide North-South Alley, East of and adjoining Lots 6, 9, 10, 11, 12 and 13 and West of and adjoining Lots 7, 8, 19, 20, 21 and 22 in T.F. Gale's Subdivision of Lots 6 to 13 inclusive in Block 36 in Carpenter's Addition to Chicago, all in the Southeast 1/4 of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, more particularly described as follows:

Beginning at the Northwest corner of said Lot 7; thence South 01 degrees 34 minutes 57 seconds East, along the West Lines of said Lots 7, 8, 19, 20, 21 and 22 a distance of 149.85 feet to the Southwest corner of said Lot 19; thence South 88 degrees 28 minutes 16 seconds West, a distance of 12.00 feet to the southeast corner of lot 13; thence North 01 degrees 34 minutes 57 seconds West, along the East lines of Lots 6, 9, 10, 11, 12 and 13, a distance of 149.84 feet to the Northeast corner of said Lot 6; thence North 88 degrees 24 minutes 39 seconds East, 12.00 feet to the point of beginning in Cook County, Illinois.

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Property Address:

159-165 N. Green Street, Chicago, IL 60607
167-173 N. Green Street, Chicago, IL 60607
162-166 N. Halsted Street, Chicago, IL 60607
170 N. Halsted Street, Chicago, IL 60607
178 N. Halsted Street, Chicago, IL 60607
801-813 W. Lake Street, Chicago, IL 60607

P.I.N. numbers:

17 08 434 003; 17 08 434 004; 17 08 434 005; 17 08 434 006; 17 08 434 007; 17 08 434 008; 17 08 434 009; 17 08 434 010; 17 08 434 011; 17 08 434 012; 17 08 434 013; 17 08 434 014; 17 08 434 015

4837-0407-1611, v. 2

SLLG:4837-0407-1611.1
SHAPACK – 167 N. Green St.
CCC Information Services (SNDA) MKM
04/28/2020

EXHIBIT A TO SNDA