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4 of 4
CH2005846 LD D6
RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Roderick Owens, Esq.
Tiber Hudson LLC
1900 M Street, NW, 3rd Floor
Washington, DC 20036

WITH A COPY TO:
T-Mobile USA Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Property Management
Site No.: CH31075B



Doc# 2108257059 Fee \$65.00
RHSP FEE: \$9.00 RPRF FEE: \$1.00
KAREN A. YARBROUGH
COOK COUNTY CLERK
DATE: 03/23/2021 02:38 PM PG: 1 OF 8

(Space above this line for Recorder's Use)

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

THIS AGREEMENT, made as of this 25th day of March, 2021, by and between Humboldt Park Health, an Illinois not for profit corporation ("**Lessor**"), as lessor under the lease hereinafter described, and T-Mobile Central LLC, a Delaware limited liability company, successor in interest to Voicestream GSM I Operating Company, a Delaware limited liability company ("**Lessee**"), lessee under the aforementioned lease, in favor of Ziegler Financing Corporation ("**HUD Lender**"), the owner and holder of the Mortgage hereinafter described.

WITNESSETH:

WHEREAS, Lessor has executed, or will execute that certain Healthcare Mortgage, Assignment of Rents and Security Agreement of even date herewith (the "**Mortgage**"), in favor of HUD Lender and covering certain real property (the "**Property**") located at 1044 N. Francisco Road, in the City of Chicago, County of Cook, State of Illinois, with a legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference, and covering the improvements situated thereon (the "**Improvements**"); and

WHEREAS, Lessor and Lessee previously entered into a Site Lease with Option and Addendum to Site Lease with Option, dated April 9, 2003, as amended by a First Amendment to Site Lease with Option, dated effective as of June 14, 2010, (collectively the "**Lease**") to lease a portion of the Property for the Lessee to operate a cell phone tower. The Lease commenced on September 12, 2003 and expired on July 31, 2015. The Lease provides for two consecutive options to extend or renew the term of the Lease, each for a period of five years. Lessee has exercised both options to extend the Lease.

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WHEREAS, the Lessor and Lessee hereto now desire to enter into this Agreement to establish certain rights and obligations with respect to their interests, and to provide for various contingencies as hereinafter set forth.

NOW, THEREFORE, in consideration for the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of the mutual benefits to accrue to the parties hereto, it is hereby declared, understood and agreed that the Lease, all terms and conditions set forth in the Lease, the leasehold interests and estates created thereby, and the priorities, rights, privileges and powers of Lessee and Lessor there under shall be and the same are hereby, and with full knowledge and understanding of the effect thereof, unconditionally made subject and subordinate to the lien and charge of the Mortgage, all terms and conditions contained therein, any renewals, extensions, modifications or replacements thereof, and the rights, privileges and powers of the trustee and HUD Lender there under, and shall hereafter be junior and inferior to the lien and charge of the Mortgage. The parties further agree as follows:

1. It is expressly understood and agreed that this Agreement shall supersede, to the extent inconsistent herewith, the provisions of the Lease relating to the subordination of the Lease and the leasehold interests and estates created thereby to the lien or charge of the Mortgage.

2. HUD Lender consents to the Lease.

3. In the event HUD Lender or any other purchaser at a foreclosure sale or sale under private power contained in the Mortgage, or by acceptance of a deed in lieu of foreclosure, succeeds to the interest of Lessor under the Lease by reason of any foreclosure of the Mortgage or the acceptance by HUD Lender of a deed in lieu of foreclosure, or by any other manner, it is agreed as follows:

- (a) Lessee shall be bound to HUD Lender or such other purchaser under all of the terms, covenants and conditions of the Lease for the remaining balance of the term thereof, with the same force and effect as if HUD Lender or such other purchaser were the lessor under such Lease, and Lessee does hereby agree to attorn to HUD Lender or such other purchaser as its lessor, such attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties to this Agreement, immediately upon HUD Lender or such other purchaser succeeding to the interest of Lessor under the Lease.
- (b) Subject to the observance and performance by Lessee of all the terms, covenants and conditions of the Lease on the part of the Lessee to be observed and performed, HUD Lender or such other purchaser shall recognize the leasehold estate of Lessee under all of the terms, covenants and conditions of the Lease for the remaining balance of the term (as the same may be extended in accordance with the provisions of the Lease) with the same force and effect as if HUD Lender or such other purchaser were the lessor under the Lease and the Lease shall remain in full force and effect and shall not be terminated, except in accordance with the terms of the Lease or this Agreement; provided,

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however, that HUD Lender or such other purchaser shall not be (i) liable for any act or omission of Lessor or any other prior lessor, (ii) obligated to cure any defaults of Lessor or any other prior lessor under the Lease which occurred prior to the time that HUD Lender or such other purchaser succeeded to the interest of Lessor or any other prior lessor under the Lease, (iii) subject to any offsets or defenses which Lessee may be entitled to assert against Lessor or any other prior lessor, (iv) bound by any payment of rent or additional rent by Lessee to Lessor or any other prior lessor for more than one (1) month in advance, or (v) liable or responsible for or with respect to the retention, application and/or return to Lessee of any security deposit paid to Lessor or any other prior landlord, whether or not still held by Lessor, unless and until HUD Lender or such other purchaser has actually received for its own account as lessor the full amount of such security deposit.

Lessee hereby agrees that it will not exercise any right granted it under the Lease or which it might otherwise have under applicable law, to terminate the Lease on account of a default of Lessor there under or the occurrence of any other event without first giving to HUD Lender prior written notice of its intent to terminate, which notice shall include a statement of the default or event on which such intent to terminate is based. Thereafter, Lessee shall not take any action to terminate the Lease if HUD Lender (a) within thirty (30) days after service of such written notice on HUD Lender by Lessee of its intention to terminate the Lease, shall cure such default or event if the same can be cured by the payment or expenditure of money, or (b) shall diligently take action to obtain possession of the leased premises (including possession by receiver) and to cure such default or event in the case of a default or event which cannot be cured unless and until HUD Lender has obtained possession, but in no event to exceed ninety (90) days after service of such written notice on HUD Lender by Lessee of its intention to terminate.

4. Lessor and Lessee hereby certify to HUD Lender that the Lease as previously submitted to HUD Lender has not been further amended.

5. For the purposes of facilitating HUD Lender's rights hereunder, HUD Lender shall have, and for such purposes is hereby granted by Lessee and Lessor, the right to enter upon the Property and the Improvements thereon for the purpose of affecting any such cure.

6. Lessee hereby agrees to give to HUD Lender concurrently with the giving of any notice of default under the Lease, a copy of such notice by mailing the same to HUD Lender in the manner set forth herein below, and no such notice given to Lessor which is not at or about the same time also given to HUD Lender shall be valid or effective against HUD Lender for any purpose.

7. Subordination of Lease to Mortgage and Regulatory Agreements and Regulation by the U.S. Department of Housing and Urban Development ("HUD").

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- (a) The Lease and all estates, rights, options, liens and charges therein contained or created under the Lease are and shall be subject and subordinate to the lien or interest of (i) the Mortgage on the Lessor's interest in the Property in favor of HUD Lender, its successors and assigns insofar as it affects the real and personal property comprising the Property (and not otherwise owned, leased or licensed by Lessee) or located thereon or therein, and to all renewals, modifications, consolidations, replacements and extensions thereof, and to all advances made or to be made there under, to the full extent of amounts secured thereby and interest thereon, and (ii) that certain Regulatory Agreement for Multifamily Housing Projects between Lessor and HUD to be recorded against the Property.
- (b) The parties to the Lease agree to execute and deliver to HUD Lender and/or HUD such other instrument or instruments as the HUD Lender and/or HUD, or their respective successors or assigns, shall reasonably request from time to time to reconfirm the status of the Lease and to effect and/or confirm the subordination of the Lease to the lien of the Mortgage and the above-described Regulatory Agreements. To the extent that any provision of the Lease shall be in conflict with the HUD Program Obligations (as such term is defined below), the HUD Program Obligations shall be controlling.
- (b) In the event HUD, at a foreclosure sale or sale under private power contained in the Mortgage, or by acceptance of a deed in lieu of foreclosure, succeeds to the interest of Lessor under the Lease by reason of any foreclosure of the Mortgage or the acceptance by HUD of a deed in lieu of foreclosure, or by any other manner, it is agreed as follows:
- (i) HUD can terminate the Lease for any violation of the Lease that is not cured within any applicable notice and cure period given in the Lease.
- (ii) As used in this Agreement "HUD Program Obligations" shall mean all applicable statutes and regulations, including all amendments to such statutes and regulations, as they become effective, and all applicable requirements in HUD Handbooks, Notices and Mortgagee Letters that apply to the Property, including all updates and changes to such Handbooks, Notices and Mortgagee Letters that apply to the Property, except that changes subject to notice and comment rulemaking shall become effective upon completion of the rulemaking process.
- (c) To the extent there is any inconsistency between the terms of this Subordination, Non-Disturbance and Attornment Agreement, and the Lease, the terms of this Subordination, Non-Disturbance and Attornment Agreement shall be controlling.

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8. For purposes of any notices to be given to the parties hereunder, the same shall be sent by U.S. certified mail, return receipt requested, postage prepaid, to the parties at the following address:

Ziegler Financing Corporation
200 South Wacker Drive Suite 2000
Chicago, IL 60606

T-Mobile USA Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Property Management
Site No.: CH31078B

or to such other address as the parties may hereafter notify each other in writing.

9. The agreements contained herein shall run with the land and shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, legal representatives, successors and assigns of the parties hereto.

10. This Agreement may be executed in one or more counterparts, all of which when taken together shall constitute a single instrument.

11. This Agreement shall, in all respects, be governed by and construed and interpreted in accordance with the laws of the State of Illinois.

[DOCUMENT EXECUTION OF CURS ON THE FOLLOWING PAGES]

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LESSOR:

Humboldt Park Health (formerly known as Norwegian-American Hospital, Inc.), an Illinois not for profit corporation

By: [Signature]
Name: José R. Sánchez
Title: President and Chief Executive Officer

By: [Signature]
Name: James P. Porter
Title: Chief Financial Officer

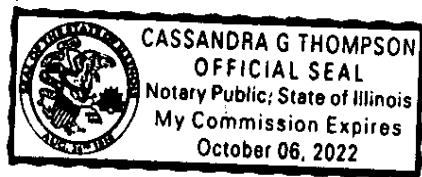
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Jose R. Sanchez and James P. Porter, the President and Chief Executive Officer and Chief Financial Officer, respectively, of **HUMBOLDT PARK HEALTH** (formerly known as Norwegian-American Hospital, Inc.), an Illinois not for profit corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their 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 11 day of March, 2021.

[Signature]
Notary Public


My Commission Expires:
10/06/2022



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LESSEE:

T-Mobile Central LLC,
a Delaware limited liability company



Name: Jeanne Thomas

Title: Sr. Manager, Technology Property Management

Date: 3/22/2021

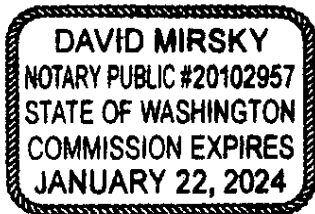
[insert notary acknowledgement]

STATE OF Washington

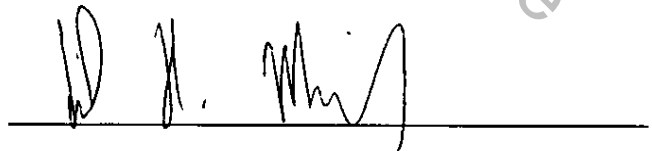
COUNTY OF King

On this 22nd day of March, 2021, before me, the undersigned Notary Public, personally appeared the aforesaid Jeanne Thomas, Sr. Manager of T-Mobile ^{Central} ~~Northeast~~ LLC, proved to me by satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatories, or my own personal knowledge of the identity of the signatories, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for said limited liability company, for its stated purpose.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 22nd day of March, 2021.



[Seal]



Notary Public

My commission expires: 1/22/2024

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Exhibit A – Legal Descriptions

Street Address: 1044 North Francisco Avenue, Chicago, IL 60622

Lots one (1), two (2), three (3), four (4), five (5), six (6), eight (8), nine (9), ten (10), eleven (11) and twelve (12) all of Block 6 in Hutchinson and Colt's Subdivision of Blocks 2, 6, 12 and 16 in Carter's Subdivision of Blocks 1, 2, 3, 4, and 7 in Clifford's Addition to Chicago, in the East half of the Southwest Quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian.

ALSO,

Lot eighteen (18) of Block 3 in Carter's Resubdivision of Blocks 1, 3, 4, 5, 7, 8, 9, 10, 11, 13, 14, and 15 and Lots 2, 4 and 5 of Blocks 1, 2, 3, 4, and 7 in Clifford's Addition to Chicago, in the East half of the Southwest Quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian.

PINS:

16-01-306-001

16-01-306-002

16-01-306-003

16-01-306-004

16-01-306-005

16-01-306-006

16-01-301-033