8

SUBORDINATION, ATTORNMENT
AND
NON-DISTURBANCE AGREEMENT

85308380

THIS AGREEMENT made and entered into this 4th day of September, 1985, by and between Group W Cable (hereinafter called "Tenant"), and THE MUTUAL BENEFIT LIFE INSURANCE COMPANY (hereinafter called "Mortgagee").

WITNESSETH:

WHEREAS, Tenant entered into a lease dated March 22, 1984, with Albany Bank and Trust Company, not individually but solely as Trustee, under Trust No. 11-4183 dated January 20, 1984

for 51,533 square feet at an annual rental of $459,948.00

and for a term of ten (10) years

(said lease, as so amended, is hereinafter referred to as the "Lease"); and

WHEREAS, Mortgagee, as a condition to making a mortgage loan on said premises has requested the execution of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and to induce Mortgagee to make said mortgage loan upon said premises and in consideration of One Dollar ($1.00) by each of the parties hereto paid to the other, receipt of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

1. The Lease is and shall be subject and subordinate to the Mortgage insofar as it affects the real property of which the demised premises forms a part, and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured

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This Instrument Was Prepared By:
R. J. WALSCHLAGER
First Interstate Mortgage Company of Illinois
111 W. Washington Street
Chicago, Illinois 60602

Revised: 3/19/80

BOX 347

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thereby and interest thereon.

2. In the event it should become necessary to foreclose the Mortgage, the Mortgagee thereunder will not join the Tenant under the Lease in summary or foreclosure proceedings so long as the Tenant is not in default under any of the terms, covenants or conditions of the Lease.

3. In the event that the Mortgagee shall, in accordance with the foregoing, succeed to the interest of the Landlord under the Lease, the Mortgagee agrees to be bound to the Tenant under all of the terms, covenants and conditions of the Lease, and the Tenant agrees, from and after such event, to attorn to the Mortgagee and/or purchaser at any foreclosure sale, or any trustee's sale under the Mortgage, of the premises, all rights and obligations under the Lease to continue as though the interest of Landlord had not terminated or such foreclosure proceedings had not been brought. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of either of the parties hereto. Tenant agrees, however, to execute and deliver at any time and from time to time, upon the request of Landlord or of any holder(s) of any of the indebtedness or other obligations secured by the Mortgage or any such purchaser, any instrument or certificate which, in the sole judgment of Landlord or of such holder(s) or such purchaser, may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment.

4. If Mortgagee shall succeed to the interest of Landlord under the Lease in any manner, or if any purchaser acquires the Demised Premises upon any foreclosure of the Mortgage or any trustee's sale under the Mortgage, Mortgagee or such purchaser, as the case may be, in the event of attornment shall have the same remedies by entry, action or otherwise in the event of any default by Tenant (beyond any period given Tenant to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants and conditions of the Lease on Tenant's part to be performed that Landlord had or would have had if Mortgagee or such purchaser had not succeeded to the interest of Landlord. The Tenant shall have the same remedies against the Mortgagee for the breach of an agreement contained

in the Lease that the Tenant might have had against the Landlord if the Mortgagee had not succeeded to the interest of the Landlord; provided, however, that the Mortgagee shall not be:

(a) liable for any act or omission of any prior landlord (including the Landlord); or

(b) subject to any offsets or defenses which the Tenant might have against any prior landlord (including the Landlord); or

(c) bound by any rent or additional rent which the Tenant might have paid for more than the current month to any prior landlord (including the Landlord); or

(d) bound by any amendment or modification of the Lease made without its consent.

5. Notwithstanding anything to the contrary hereinabove contained, any interest of the Tenant in an option to purchase all or any part of the demised premises contained in the Lease is specifically subordinated to the rights of the first Mortgagee under the terms of the Mortgage and such option shall not be binding upon the first Mortgagee, his successors or assigns.

6. Nothing herein contained is intended, nor shall it be construed, to abridge or adversely affect any right or remedy of Landlord under the Lease in the event of any default by Tenant (beyond any period given Tenant to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed nor any rights of Landlord to terminate which are independent of Tenant's default.

7. Tenant shall send to Mortgagee copies of all notices given to Landlord under the Lease, at the same time such notice is given to Landlord.

8. Any notice or communication required or permitted hereunder shall be given in writing, sent by United States mail, postage prepaid, registered or certified mail, or by prepaid telegram (provided that such telegram is confirmed by mail in the manner previously described), addressed as

follows:

To Mortgagee: The Mutual Benefit Life Insurance Company
P. O. Box 19596
Kansas City, Missouri 64141
Attention: Real Estate Investment Department

To Tenant: Group W Cable
3970 North Milwaukee Avenue
Chicago, Illinois 60641

or to such other address or in care of such other person as hereafter shall be designated in writing by the applicable party and shall be deemed to have been given as of the date of receipt.

9. 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 shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, and any purchaser or purchasers at foreclosure of the Mortgaged Premises, and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

TENANT:

GROUP W CABLE

By: [signature]
Its Vice President

ATTEST:

By: Marcus D. Evans
Its Asst - Secretary

MORTGAGEE:

THE MUTUAL BENEFIT LIFE INSURANCE COMPANY

By: [signature]
Its Second Vice President

ATTEST:

By: James W. Clemons
Its Assistant Counsel

P D 8 5 3 0 8 3 8 0

THE STATE OF IL ⌇
⌇
COUNTY OF COOK ⌇

BEFORE ME, the undersigned authority, on this day personally appeared

KIRK C. Kemmish, Vice President
(name) (title)

for GROUP W Cable of Chicago, known to me to be
(name of tenant)
the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said tenant.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 4 day of

Sept, 1985.

Janet Hennessey
Notary Public

(Seal)

My commission expires April 5, 1989

THE STATE OF MISSOURI ⌇
⌇
COUNTY OF JACKSON ⌇

BEFORE ME, the undersigned authority, on this day personally appeared

John D. Master, Second Vice President
(name) (title)
for THE MUTUAL BENEFIT LIFE INSURANCE COMPANY, Mortgagee, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16th day of

September, 1985.

Patricia Ann Jones
Notary Public

(Seal)

My commission expires October 3, 1986

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DEPT-01 RECORDING $15.00
T#1111 TRAN 0757 12/04/85 11:12:00
#1290 # A *-85-308380

EXHIBIT A - LEGAL DESCRIPTION

That part of the Northwest 1/4 of Section 22, Township 40 North, Range 13 East of the Third Principal Meridian, bounded and described as follows:

Commencing at the point where the center line of Milwaukee Plank Road (Now Milwaukee Avenue) intersects the West line of said Section 22; thence Southerly on the West line of said Section 412 feet; thence East 198 feet; thence North 242 feet to the middle of said Plank Road; thence Northwesterly along the middle of said Plank Road 262 and 1/2 feet to the place of beginning;

ALSO

Lots 1, 2, 3 and 4 in Block 1 in Gross' Milwaukee Avenue Addition to Chicago, a Subdivision in the West 1/2 of the Northwest 1/4 of Section 22, Township 40 North, Range 13, East of the Third Principal Meridian;

ALSO

Lots 36, 37, 38 and 39 in Block 1 in Gross' Milwaukee Avenue Addition to Chicago, a Subdivision in the West 1/2 of the Northwest 1/4 of Section 22, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Number: 13-22-100-001 > pt of 22 Volume: 340
13-22-100-002
13-22-100-003 - 39
13-22-100-004 - 38
13-22-100-005 - 37
13-22-100-006 - 36
13-22-100-011 - 1
13-22-100-012 - 2
13-22-100-013 - 3, 4
All

Address: 3939 North Cicero Avenue, Chicago, IL.

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15