

AGREEMENT OF SUBORDINATION,
NON-DISTURBANCE AND ATTORNMENT



THIS AGREEMENT OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT ("Agreement") is entered into as of June 9, 1999, by and between PENINSULA CHICAGO LLC., a Delaware limited liability-company ("Lessee"), and CREDIT LYONNAIS NEW YORK BRANCH, a branch, licensed under the laws of the State of New York, and a banking corporation organized under the laws of the Republic of France, as Agent for itself as a Lender and for any other Lenders, as such terms are defined in the Loan Agreement referred to below ("Mortgagee").

WITNESSETH:

WHEREAS, under a certain Retail Complex Lease dated as of January 1, 1999 (said Lease, as may hereafter be amended with the written approval of Mortgagee, is herein referred to as the "Lease"), 730 North Michigan Avenue Venture, an Illinois general partnership (sometimes referred to herein as "Borrower", and also sometimes referred to herein as "Lessor") did lease, let and demise certain basement space (the "Premises") located at the property commonly known as 730 North Michigan Avenue, Chicago, Illinois, the legal description of which is set forth on Exhibit A attached hereto and made a part hereof (hereinafter called the "Mortgaged Property"), for the period of time and upon the covenants, terms and conditions therein stated;

WHEREAS, Borrower and Mortgagee are parties to that certain Loan Agreement dated as of the 8th day of October, 1996 (as the same may be modified, amended, extended, renewed, consolidated, restated or otherwise supplemented from time to time, the "Loan Agreement");

WHEREAS, pursuant to the terms and provisions of the Loan Agreement, Mortgagee and/or certain other lenders for whom Mortgagee acts as agent or collateral agent has made or may make a certain loan or loans to Borrower (collectively, the "Loan"), as evidenced by such Loan Agreement and as further evidenced and secured by the "Note" and/or other "Loan Documents" (as defined in the Loan Agreement) delivered in connection with the Loan Agreement;

WHEREAS, the Loan and other obligations of Lessor under the Loan Agreement, Loan Documents and otherwise are secured by (a) that certain Mortgage, Security Agreement and Financing Statement dated as of the 30th day of September, 1996, granted by Borrower and American National Bank and Trust Company of Chicago, not personally but solely as Trustee under Trust Agreement dated as of April 20, 1994 and known as Trust No. 118199-01 ("Borrower's Land Trust") in favor of Mortgagee, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on October 10, 1996, as Document No. 96773883 (as the same may be renewed, supplemented, amended, modified, restated, spread,

Mail to: Raymond Werner, Esq.
Arnstein + Lehr
120 S. Riverside Plaza
Chicago, IL 60606

Mail
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consolidated, replaced, substituted for, added to or extended from time to time, the "Mortgage"), and (b) that certain Assignment of Lessor's Interest in Leases and Rents dated as of the 30th day of September, 1996, granted by Borrower and Borrower's Land Trust in favor of Mortgagee, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on October 10, 1996, as Document No. 96773884 (as the same may be renewed, supplemented, amended, modified, restated, spread, consolidated, replaced, substituted for, added to or extended from time to time, the "Assignment of Leases"), which encumbers, among other things, the Premises and Lessor's interest in the Lease;

WHEREAS, Lessee acknowledges and agrees to the subordination of the Lease to the aforesaid Mortgage and Assignment of Leases; and

WHEREAS, the parties hereto desire to establish certain rights of quiet and peaceful possession for the benefit of Lessee, and further to define the covenants, terms and conditions precedent to such additional rights.

NOW THEREFORE, in consideration of the premises and of the covenants, terms, conditions and agreements herein contained, and for other good and valuable consideration, each party to the other, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree, covenant and warrant as follows:

1. Subordination. Subject to the terms of this Agreement, Mortgagee and Lessee do hereby covenant and agree that the Lease and any modifications, renewals, extensions and amendments thereto, and all Lessee's rights, options, liens or charges thereunder or created thereby are and shall continue to be subject and subordinate in all respects to the Mortgage, the Loan Documents and the liens created thereby and to the Loans and all other amounts secured thereby, and to any advancements made thereunder, to any consolidations, extensions, amendments, modifications or renewals thereof, and to any other mortgage or other security instrument covering, among other things, the Premises or any part thereof which may hereafter be held by Mortgagee (including, without limitation, the Assignment of Leases).

2. Recognition and Non-Disturbance. Subject to the observance and performance by or on behalf of Lessee of all of the covenants, terms and conditions of this Agreement and the Lease on the part of Lessee to be observed and performed (which performance and observance may be performed by each Leasehold Mortgagee in accordance with Section 39 of the Lease), Mortgagee hereby covenants that in the event it obtains title to the Lessor's interest in the Lease either by foreclosure or by transfer in lieu of foreclosure or as a result of any other means, and thereafter obtains the rights of Lessor under the Lease, and provided that the Lease is in full force and effect and Lessee is not in default thereunder beyond the applicable periods of grace and notice, if any, provided therein, (after giving effect to the grace, notice and cure periods granted to each Leasehold Mortgagee under Section 39 of the Lease), Mortgagee shall, subject to the provisions of this Agreement, and said Section 39 of the Lease, recognize the Lease and the Lessee's rights and the rights of each Leasehold Mortgagee thereunder, and not name Lessee as a party in any action or proceeding to foreclose

or otherwise enforce the Mortgage or the Assignment of Leases or terminate the Lease, unless such joinder shall, in Mortgagee's opinion, be necessary or advisable to protect Mortgagee's rights, interests or security, in which case Mortgagee shall not seek to cut off or terminate the Lease or Lessee's possession thereunder.

3. Defaults of Lessor and Lessee. (a) Lessee agrees to give Mortgagee, by overnight courier or messenger, a copy of any notice or statement served upon Lessor at the same time as such notice is sent to Lessor by Lessee, whenever any such notice or statement alleges a default by, or failure on the part of, the Lessor to perform its duties under the Lease. Lessee further agrees that in the event of any act or omission by Lessor which would give Lessee the right, either immediately or after a period of time, to terminate the Lease whether or not set forth in the Lease, Lessee will not exercise any such right to terminate until (i) it shall have given written notice of the act or omission to Lessor and to the Mortgagee, and (ii) if the default is a monetary default, Lessee shall have given Mortgagee until expiration of thirty (30) days beyond the period for Lessor's cure of such default, whether or not set forth in the Lease; and (iii) if the default by Lessor is of a nature which can be cured by the Mortgagee, Lessee shall have given the Mortgagee until expiration of sixty (60) days beyond the period for Lessor's cure of such default, provided that if the nature of such default is such that the same cannot reasonably be cured within such sixty (60) day period, such period shall be extended as necessary to allow the Mortgagee a reasonable time to cure such default, provided that the Mortgagee commences such cure within the sixty (60) day period and thereafter proceeds to diligently rectify and cure said default. Furthermore, the Mortgagee shall have a period ending sixty (60) days after the date upon which it obtains possession of the Premises to cure or correct such default, if such default is of a nature that it cannot be cured by the Mortgagee until it obtains possession, but is curable by Mortgagee thereafter, so long as Mortgagee has initiated and diligently pursues steps to obtain such possession, by means of foreclosure or otherwise. It is specifically agreed that Lessee shall not, as to Mortgagee, require cure of any such default which is personal to the Lessor, and therefore not susceptible of cure by Mortgagee.

(b) Lessor agrees to give Mortgagee, by overnight courier or messenger, a copy of any notice or statement served upon each Leasehold Mortgage pursuant to subsection (b) of Section 39 of the Lease. Mortgagee agrees that the rights of each Leasehold Mortgagee under said Section 39 shall be available to such Leasehold Mortgagee.

4. Attornment. Upon any enforcement of the Assignment of Leases, or in the event the interests of the Lessor under the Lease shall be transferred to Mortgagee or any Transferee (as hereafter defined) by reason of foreclosure, deed in lieu of foreclosure, or otherwise, Lessee hereby covenants and agrees to make full and complete attornment to the Mortgagee or Transferee as substitute Lessor upon the same terms, covenants and conditions as provided in the Lease and all extensions or renewals thereof, except for provisions which are impossible for Mortgagee to perform, so as to establish direct privity of estate and contract between the Mortgagee or such Transferee and Lessee with the same force and effect and relative priority in time and right as though the Lease and all modifications and amendments thereof specified herein or hereafter consented to by Mortgagee or such Transferee, together

with all guarantees of Lessee's obligations under the Lease, was originally made directly between Mortgagee or such Transferee and Lessee. Lessee will thereafter make all payments directly to Mortgagee and as to the Mortgagee only will waive as against Mortgagee any defaults of Lessor (whether curable or non-curable) but such waiver as to the Mortgagee shall not affect Lessee's rights against Lessor with respect to such defaults. Lessee waives all joinder and/or service of any and all foreclosure actions upon the Premises by Mortgagee under the Mortgage, and of any actions at law by Mortgagee to gain possession of the Premises, provided Mortgagee does not seek any relief against Lessee in such action. It shall not be necessary, except as required by law, for Mortgagee to name Lessee as a party to enforce its rights under the Mortgage or under any instrument evidencing or collateralizing the Loan, or to prosecute any action at law to gain possession of the Premises from Lessor. If the interests of Lessor under the Lease shall be transferred by reason of foreclosure of any or all of the Mortgage, deed in lieu of foreclosure, or otherwise, to any party other than Mortgagee (hereinafter referred to as a "Transferee"), then Lessee hereby covenants and agrees to make full and complete attornment to such Transferee as substitute Lessor, upon the same terms and conditions as provided for herein in the case of attornment to Mortgagee.

5. Limitation of Liability. Notwithstanding anything contained herein to the contrary, or anything to the contrary in the aforesaid Lease or in any modifications or amendments thereto, Lessee hereby covenants and agrees that neither Mortgagee nor any holder or holders from time to time of all or any portions of the Loan or the Loan Documents evidencing or securing the Loan (collectively herein referred to as the "Lenders"), nor any of their respective successors and assigns (including, without limitation, any Transferee) shall be:

- (a) Liable for any act or omission of Lessor or any other prior landlord.
- (b) Subject to any offsets, defenses, claims or counterclaims which Lessee might have against Lessor or any other prior landlord.
- (c) Required or obligated to credit Lessee with any rent or additional rent for any rental period beyond the then current rental period which Lessee might have paid Lessor.
- (d) Bound by any amendments, modifications, extensions, expansions, termination, cancellation or surrender of the Lease made without Mortgagee's consent (except as may be specifically set forth in the Lease as of the date hereof).
- (e) Bound to or liable for refund of all or any part of any security deposit by Lessee with Lessor for any purpose unless and until such security deposit shall have been actually received by Mortgagee or Transferee. In the event of receipt of any such security deposit, Mortgagee's or Transferee's obligations with respect thereto shall be limited to the amount of such security deposit actually received by Mortgagee or Transferee, and Mortgagee and Transferee shall be entitled to all rights, privileges and benefits of Lessor set forth in the Lease with respect thereto.

(f) Liable to Lessee under the Lease or otherwise for any liabilities which arise under the Lease or this Agreement from and after such time as it ceases to be the owner of the Lessor's interest in the Premises.

(g) Liable for the completion of construction of, or the making of any capital improvements to, the Premises, or for any contribution toward construction or installation of any improvements upon the Premises.

(h) In the event of damage to the Premises by fire or other casualty, or condemnation in whole or in part of the Premises, obligated to repair the Premises.

6. Lessee Covenants. Lessee covenants and agrees as follows for the benefit and reliance of Mortgagee, Lenders, and their respective successors and assigns (including without limitation any Transferee):

(a) That it will not, without the express written consent of Mortgagee:

(i) Cancel, terminate, modify, alter, amend or surrender the Lease, except as may be specifically permitted pursuant to the terms of the Lease as of the date hereof; or

(ii) After the date hereof, enter into any agreement with Lessor, its successors or assigns, which grants any concession with respect to the Lease or which reduces the rent called for thereunder; or

(iii) After the date hereof, prepay rent more than one month in advance.

(b) That it agrees, except to the extent prohibited by law or legal proceedings, to make rental payments to Mortgagee upon written demand by Mortgagee in the event Mortgagee indicates in such demand that a default under the Loan or Mortgage has occurred without the necessity of determining whether such default has occurred. Lessor hereby releases Lessee from any obligation to pay to Lessor any amounts paid to Mortgagee based upon Lessee's compliance with such a direction to pay rents from Mortgagee.

7. Mortgagee Consents; Other Agreements. Lessee hereby agrees for the benefit and reliance of Mortgagee, Lenders and their respective successors and assigns (including without limitation any Transferees), and Mortgagee hereby consents and agrees, as follows:

(a) Subject to the provisions of the last sentence of this subsection (a), neither this Agreement, the Assignment of Leases, nor anything to the contrary in the aforesaid Lease or in any modifications or amendments thereto shall operate to give rise to or create any responsibility or liability for the control, care, management or repair of the Premises or any other property upon the Mortgagee or Lenders, or impose responsibility for

the carrying out by Mortgagee or Lenders of any of the covenants, terms and conditions of the Lease or of any modification or amendment specified herein or hereafter consented to by Mortgagee, nor shall said instruments operate to make the Mortgagee or Lenders responsible or liable for any waste committed on the Premises or any other property by any party whatsoever, or for dangerous or defective condition of the Premises or any other property, or for any negligence in the management, upkeep, repair or control of the Premises or any other property resulting in loss, injury or death to any Lessee, licensee, invitee, guest, employee, Mortgagee or stranger. Notwithstanding anything to the contrary in the Lease, Mortgagee or Transferee shall be responsible for performance of only those covenants and obligations of the Lease accruing after Mortgagee's or Transferee's acquisition of Lessor's interest in and possession of the Premises, and Mortgagee's, Lenders' and any Transferee's obligations to Lessee shall be further limited as herein provided.

(b) No tangible property of Lessee, its assigns or subtenants which is owned or removable by Lessee in accordance with the terms of the Lease shall be subject to the lien of the Mortgage.

(c) Lessee hereby acknowledges and agrees that in the event Mortgagee or any Transferee shall become the owner of the Lessor's interest in the Premises, that any liability or obligation of the Mortgagee or such Transferee as landlord under the Lease shall be limited to such landlord's interest in the Mortgaged Property and no recourse shall be had to any other assets of Mortgagee, Lenders or such Transferee.

8. Notices. Any notices to Lessee or Mortgagee hereunder shall be effective three days after mailing to Lessee or Mortgagee by certified mail, return receipt requested, or one day after delivery to a recognized international overnight courier service, such as Federal Express, addressed as follows:

Lessee:

Peninsula Chicago LLC
c/o St. George's Building, 8th Floor
2 Ice House Street, Central
Hong Kong
Attn: Chief Financial Officer

with copies to:

Fulbright & Jaworski L.L.P.
The Hong Kong Club Building
Suite 1901
3A Chater Road, Central
Hong Kong
Attn: A.T. Powers, Esq.

and:

Fulbright & Jaworski, L.L.P.
666 Fifth Avenue
New York, New York 10103
Attn: D.J. Danzig, Esq.

Mortgagee:

Credit Lyonnais New York Branch
c/o Credit Lyonnais Real Estate Group
227 West Monroe Street
Chicago, Illinois 60606
Telephone: (312) 220-7321
Telecopier: (312) 220-7339
Attention: Carl Klimowicz

with copies to:

Credit Lyonnais New York Branch
Credit Lyonnais Building
1301 Avenue of the Americas
New York, New York 10019-6092
Telephone: (212) 261-7000
Telecopier: (212) 261-7890
Attention: Real Estate Group

and:

Credit Lyonnais New York Branch
Credit Lyonnais Building
1301 Avenue of the Americas
New York, New York 10019-6092
Attention: Legal Department
Telephone: (212) 261-7050
Telecopier: (212) 459-3187

or as to each party, to such other address as the party may designate by a notice given in accordance with the requirements contained in this Section 8.

9. Entire Agreement. This Agreement contains the entire agreement between the parties hereto relating to the subject matter hereof. No variations, modifications or changes herein or hereof shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party.

10. Counterparts. This instrument may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties hereto had signed the same document. All of such counterparts shall be construed together and shall constitute one instrument, but in making proof, it shall only be necessary to produce one such counterpart.

11. Interpretation. Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The words, "Mortgagee," "Transferee", "Lenders", "Lessor", "Borrower" and "Lessee" shall include their heirs, executors, administrators, beneficiaries, successors and assigns.

12. Mortgage Liens. Nothing contained in this Agreement shall in any way impair or affect the liens created by the Mortgage.

13. Successors and Assigns. The terms, covenants and conditions hereof shall inure to the benefit of and be binding upon the respective parties hereto, and their respective successors and assigns. For the purposes hereof, any purchaser at a sale foreclosing the Mortgage or at a sale conducted under a power of sale of the Mortgage or otherwise acquiring the Lessor's interest in the Premises (for the purposes hereof, acquisition of Lessor's interest in the Premises by foreclosure or transfer in lieu of mortgage foreclosure shall be deemed a purchase at a sale) shall be deemed a successor to the Mortgagee, and any Leasehold Mortgagee or any purchaser at a sale foreclosing a Leasehold Mortgage conducted under power of sale of such Leasehold Mortgage or otherwise acquiring the Lessee's interest in the Premises (for the purposes hereof, acquisition of Lessee's interest in the Premises by foreclosure or transfer in lieu of mortgage foreclosure shall be deemed a purchaser at a sale) shall be deemed a successor to Lessee.

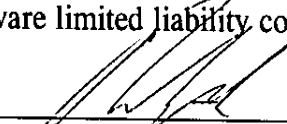
14. EOA Not Affected. Reference is made to that certain Easement and Operating Agreement between Borrower's Land Trust and Lessee (the "EOA") governing the relationship between certain land and improvements that are owned by Lessor and Borrower's Land Trust and subject to the Mortgage and certain other property owned by Lessee, and the improvements to be constructed by Lessee on said property. The Mortgage and the Lease have been subordinated to the EOA, and nothing contained in this Agreement shall limit, extend or modify, or be deemed to waive, any of the rights, remedies, obligations, time periods or other provisions of the EOA, including, but not limited to, those which may become applicable to the Mortgagee or any Transferee in the event either acquires ownership of any of the property subject to the EOA.

UNOFFICIAL COPY ₉₉₆₈₈₇₂₅

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered in their respective names and in their behalf; and if a corporation, by its officers duly authorized, as of the date first stated above.

LESSEE:

PENINSULA CHICAGO LLC,
a Delaware limited liability company

By: 
Its: Rodney L. Smyth, Manager

MORTGAGEE:

CREDIT LYONNAIS NEW YORK BRANCH, a branch,
licensed under the laws of the State of New York, and a
banking corporation organized under the laws of the
Republic of France, as Agent as aforesaid

By: _____
Its: _____

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered in their respective names and in their behalf; and if a corporation, by its officers duly authorized, as of the date first stated above.

LESSEE:

PENINSULA CHICAGO LLC,
a Delaware limited liability company

By: _____
Its: _____

MORTGAGEE:

CREDIT LYONNAIS NEW YORK BRANCH, a branch,
licensed under the laws of the State of New York, and a
banking corporation organized under the laws of the
Republic of France, as Agent as aforesaid

By: _____
Its: _____

JAMES R. FITZGERALD
SENIOR VICE PRESIDENT

Property of Cook County Clerk's Office

UNOFFICIAL COPY

HONG KONG

99688725

~~STATE OF ILLINOIS~~)

) SS.

~~COUNTY OF COOK~~)

I, John William Clarke ^{Hong Kong}
Richardson, a Notary Public in and for ~~said County, in the State~~

aforsaid, DO HEREBY CERTIFY, that Rodney L. Smyth of PENINSULA CHICAGO LLC, a Delaware limited liability, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Rodney L. Smyth 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.

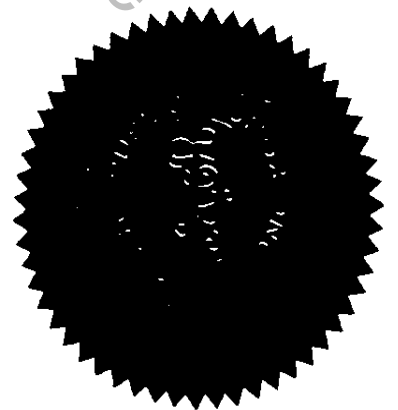
GIVEN under my hand and Notarial Seal this 13th day of July, 1999.



Notary Public

~~My commission expires~~ XXXXXXXXXXXX

JOHN WILLIAM CLARKE RICHARDSON
Notary Public
5th Floor, Alexander House
Chater Road
Hong Kong



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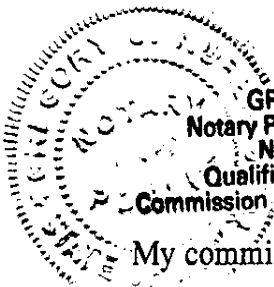
99688725

STATE OF NY)
)
COUNTY OF NY) SS.

I, Gregory J. Nuber, a Notary Public in and for said County, in the State
JAMES R. FITZGERALD
SENIOR VICE PRESIDENT

aforsaid, DO HEREBY CERTIFY, that _____, _____ of Credit Lyonnais
New York Branch, a branch, licensed under the laws of the State of New York, and a banking
corporation organized under the laws of the Republic of France, who is personally known to
me to be the same person whose name is subscribed to the foregoing instrument as such
Sr. V.P., 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 corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9th day of June, 1999.



GREGORY J. NUBER
Notary Public, State of New York
No. 01NU5045215
Qualified in New York County 1999
Commission Expires June 12, _____
My commission expires _____.

[Signature]
Notary Public

Property of Cook County Clerk's Office

JOINDER


The undersigned is executing this Agreement solely to consent thereto, to acknowledge that it has requested the parties thereto to enter into this Agreement, and to reflect the undersigned's covenant contained in the last sentence of Section 6(b) of this Agreement and for no other purpose whatsoever.

730 NORTH MICHIGAN AVENUE VENTURE, an
Illinois general partnership

By: TKM LLC, an Illinois limited liability company,
its partner

By: Lakeview L.L.C., an Illinois limited
liability company, its manager

By: Coast to Coast Limited Partnership,
an Illinois limited partnership, its
manager

By: 
Its: General Partner

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Diane C Sapko, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Thomas J. Klotznic general partner of Coast to Coast Limited Partnership, an Illinois limited partnership ("Coast to Coast"), the manager of Lakeview L.L.C, an Illinois limited liability company ("Lakeview"), in turn the manager TKM LLC, an Illinois limited liability company ("TKM"), a general partner of 730 North Michigan Avenue Venture, an Illinois general partnership (the "Partnership"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such general partner, 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 Coast to Coast on behalf of said Lakeview and, in turn, on behalf of said TKM and Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13 day of July, 1999.



Diane C Sapko
Notary Public

My commission expires _____.

UNOFFICIAL COPY

EXHIBIT A

DESCRIPTION OF THE MORTGAGED PROPERTY

99688725

LOTS 1, 1A, 1B, 2, 2A, 2B, 3, 4, 4B, 4F, 4G, 4J, 4K, 4L, 4M, 4N, 5, 5A AND 5B, IN 730 N. MICHIGAN AVENUE SUBDIVISION BEING A SUBDIVISION IN THE NORTH FRACTIONAL 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS RECORDED

June 30, 1999 AS DOCUMENT NUMBER 99631468.

Tax Nos. 17-10-102-003 17-10-102-021
17-10-102-004 17-10-102-022
17-10-102-005 17-10-102-023
17-10-102-006 17-10-102-024
17-10-102-007 17-10-102-028
17-10-102-008 17-10-102-029
17-10-102-009 17-10-102-030
17-10-102-010 17-10-102-031
17-10-102-011 17-10-102-032
17-10-102-012
17-10-102-013
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17-10-102-015
17-10-102-016