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SUBORDINATION, NONDISTURBANCE AND ATTORNMEN AGREEMENT

This SUBORDINATION, NONDISTURBANCE, AND ATTORNMEN AGREEMENT (this "Agreement") is entered into as of November 21, 2001 (the "Effective Date"), between BANK ONE, ILLINOIS, N.A., whose address is 200 South Wacker Drive, 6th Floor, Chicago, Illinois 60606, Attention: Thomas F. Porzok, Jr. ("Mortgagee"), and KOCH FOODS INCORPORATED, an Illinois corporation, whose address is 1300 Higgins Road, Park Ridge, Illinois ("Tenant"), with reference to the following facts:

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9611/0010 07 001 Page 1 of 12

2001-12-14 09:30:00

Cook County Recorder 83.00

- A. ROSE FP LLC, an Illinois limited liability company whose address is c/o The Crown Group, Inc., 1564 West Algonquin Road, Hoffman Estates, Illinois 60195 ("Landlord"), owns certain real property located at 2155 North Rose Street, Franklin Park, Illinois (such real property, including all buildings, improvements, structures and fixtures located thereon, the "Premises"), as more particularly described in Schedule A.
- B. Mortgagee has made a loan to Landlord in the original principal amount of \$6,135,000.00 (the "Loan").
- C. To secure the Loan, Landlord has encumbered the Premises by entering into that certain Construction Mortgage, Security Agreement, Assignment of Kents and Fixture Filing, to be recorded in the Office of the Recorder of Deeds of Cook County, Illinois (as further amended, restated, or otherwise changed from time to time, the "Mortgage").
- D. Pursuant to a Lease dated October 18, 2001 (the "Lease"), Landlord demised the Premises to Tenant.
- E. Tenant and Mortgagee desire to agree upon the relative priorities of their interests in the Premises and their rights and obligations if certain events occur.

This instrument prepared by and after recording should be returned to:

Scott M. Lapins
Schwartz, Cooper, Greenberger,
& Krauss, Chtd.
180 North LaSalle Street
Suite 2700
Chicago, Illinois 60601

Permanent Index Nos.:

12-24-100-023
12-24-100-024

Address of Property:

2155 North Rose Street
Franklin Park, Illinois

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NOW, THEREFORE, for good and sufficient consideration, Tenant and Mortgagee agree:

1. Definitions.

The following terms shall have the following meanings for purposes of this Agreement.

1.1 Construction Obligation. A "Construction Obligation" means any obligation of Landlord under the Lease to perform or pay for any construction, alterations, demolition, or other improvements or work at the Premises. "Construction Obligations" shall not include: (a) reconstruction or repair following fire, casualty or condemnation; or (b) day-to-day maintenance and repairs.

1.2 Foreclosure Event. A "Foreclosure Event" means: (a) foreclosure under the Mortgage; (b) any other exercise by Mortgagee of rights and remedies (whether under the Mortgage or under applicable law, including bankruptcy law) as holder of the Loan and/or the Mortgage, as result of which Successor Landlord becomes owner of the Premises; or (c) delivery by Landlord to Mortgagee (or its designee or nominee) of a deed or other conveyance of Landlord's interest in the Premises in lieu of any of the foregoing.

1.3 Former Landlord. A "Former Landlord" means Landlord and any other party that was landlord under the Lease at any time before the occurrence of any attornment under this Agreement.

1.4 Offset Rights. "Offset Rights" means any right(s) or alleged right(s) of Tenant to any offset, defense (other than one arising from actual payment and performance, which payment and performance would bind a Successor Landlord pursuant to this Agreement), claim, counterclaim, reduction, deduction, or abatement against Tenant's payment of Rent or performance of Tenant's other obligations under the Lease, arising (whether under the Lease or other applicable law) from Landlord's breach or default under the Lease.

1.5 Rent. "Rent" means any fixed rent, base rent or additional rent under the Lease.

1.6 Successor Landlord. A "Successor Landlord" means any party that becomes owner of the Premises as the result of a Foreclosure Event.

1.7 Termination Right. A "Termination Right" means any right of Tenant to cancel or terminate the Lease or to claim a partial or total eviction arising (whether under the Lease or under applicable law) from Landlord's breach or default under the Lease.

2. Subordination.

The Lease shall be, and shall at all times remain, subject and subordinate to the Mortgage, the lien imposed by the Mortgage, and all advances made under the Mortgage.

3. Nondisturbance, Recognition and Attornment.

3.1 No Exercise of Mortgage Remedies Against Tenant. So long as the Lease is in full force and effect and Tenant is not in default under the Lease beyond any applicable cure period, Mortgagee shall not name or join Tenant as a defendant in any exercise of Mortgagee's rights and remedies arising upon a default under the Mortgage unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or prosecuting such rights and remedies, provided further, that any such action or proceeding shall be subject to all rights and obligations provided under the Lease and this Agreement. In

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the latter case, Mortgagee may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement in such action.

3.2 Nondisturbance and Attornment. If the Lease has not been terminated prior to the time Successor Landlord takes title to the Premises, then, when Successor Landlord takes title to the Premises: (a) Successor Landlord shall not terminate or disturb Tenant's possession of the Premises under the Lease, except in accordance with the terms of the Lease; (b) Successor Landlord shall be bound to Tenant under all the terms and conditions of the Lease (except as provided in this Agreement); (c) Tenant shall recognize and attorn to Successor Landlord as Tenant's direct landlord under the Lease as affected by this Agreement; and (d) the Lease shall continue in full force and effect as a direct lease, in accordance with its terms (except as provided in this Agreement), between Successor Landlord and Tenant.

3.3 Further Documentation. The provisions of this Article shall be effective and self-operative without any need for Successor Landlord or Tenant to execute any further documents. Tenant and Successor Landlord shall, however, confirm the provisions of this Article in writing upon request by either of them.

4. Protection of Successor Landlord.

Notwithstanding anything to the contrary in the Lease or the Mortgage, Successor Landlord shall not be liable for or bound by any of the following matters:

4.1 Claims Against Former Landlord. Any Offset Rights that Tenant may have against any Former Landlord relating to any event(s) or occurrence(s) before the date of attornment, including any claim for damages of any kind whatsoever as the result of any breach by Former Landlord that occurred before the date of attornment. (The foregoing shall not limit either (a) Tenant's right to exercise against Successor Landlord any Offset Rights otherwise available to Tenant because of events occurring after the date of attornment or (b) Successor Landlord's obligation to correct any conditions required to be corrected pursuant to the terms of the Lease that existed as of the date of attornment).

4.2 Prepayments. Any payment of Rent that Tenant may have made to Former Landlord more than thirty days before the date such Rent was first due and payable under the Lease with respect to any period after the date of attornment other than, and only to the extent that, the Lease expressly required such a prepayment or otherwise approved in writing by Mortgagee.

4.3 Payment, Security Deposit. Any obligation (a) to pay Tenant any sum(s) that any Former Landlord owed to Tenant unless such amount is collected or recovered by Mortgagee, or (b) with respect to any security deposited with Former Landlord, unless such security was actually delivered to Mortgagee. This paragraph is not intended to apply to any payments that constitute "Construction Obligations".

4.4 Modification, Amendment or Waiver. Any modification or amendment of the Lease, or any waiver of any of the terms of the Lease, made without Mortgagee's written consent.

4.5 Surrender, Etc. Any consensual or negotiated surrender, cancellation, or termination of the Lease, in whole or in part, agreed upon between Landlord and Tenant, unless effected unilaterally by Tenant pursuant to a specific provision in the Lease.

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4.6 Construction Obligations.

(a) Tenant acknowledges that in the event Mortgagee succeeds to the interests of Landlord in the Premises and under the Lease and at such time all or any portion of the construction of the improvements on the Premises (such construction defined as the "Work" in the Lease) remains or has not been completed in accordance with the terms and provisions of the Lease, Mortgagee shall have no obligation to complete the construction of the Work; provided, however, Mortgagee may elect, in its sole discretion, to complete the construction of the Work by giving Tenant written notice of its intention to do so within thirty (30) days of its acquisition of the Premises.

(b) If Mortgagee does not deliver such notice within such 30-day period, it shall automatically be deemed that Mortgagee has elected not to complete the construction of the Work, in which event Tenant shall have the option, exercisable by giving written notice to Mortgagee within thirty (30) days of either Mortgagee's notice to Tenant of its election not to complete the Work, or the expiration of the 30-day period referenced in subsection (a) above if Mortgagee does not deliver to Tenant notice of its intention to complete the Work, to terminate the Lease and purchase the Premises for the amount of the principal balance of the Loan and all accrued and unpaid interest and other amounts, including costs and expenses of collection due with respect to the documents evidencing and securing the Loan outstanding at the time Mortgagee succeeds to the interest of Landlord in the Premises and under the Lease. The closing on the purchase of the Premises shall occur no later than thirty (30) days after the expiration of Tenant's thirty (30) day notice period referenced above. Mortgagee shall convey title to the Premises to Tenant by special warranty deed, subject only to the Permitted Exceptions (as defined in the Mortgage), real estate taxes not yet due or payable, and any other matters of record which arise from acts of Tenant or Landlord.

Upon the written request of Tenant, Mortgagee shall make a Loan to Tenant (the "Tenant Loan") for the completion of the construction of the Premises subject to the following conditions:

- (i) Lender shall have approved such Tenant Loan in accordance with current underwriting standards, including the creditworthiness of Tenant;
- (ii) The term of the Tenant Loan shall be for the balance of the term of the Loan, excluding extension options unless otherwise agreed by the Lender in its sole and absolute discretion;
- (iii) The Tenant Loan shall be on substantially the same terms and conditions of the Loan, including, but not limited to, provisions for balancing, loan to value ratio and title insurance;
- (iv) The Tenant shall execute such loan documents or assumption documents as reasonably required by Lender, including, but not limited to, a completion guaranty; and
- (v) Lender shall have the right to approve the contractor completing the Premises and be named as dual obligee on a completion bond, if any.

(c) If Mortgagee elects to complete the Work, Mortgagee shall do so in accordance with the terms of the Lease, including, without limitation, Article II of the Lease and Exhibit C attached thereto, provided deadlines for the completion and delivery of the Work will be extended as may be necessary to provide Mortgagee with adequate time to complete the Work provided in Section 2.0 of the Lease and

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otherwise to perform Landlord's obligations, subject to Force Majeure (as defined in Section 21.14 of the Lease). If Mortgagee elects to complete the Work but fails to do so in accordance with the terms of the Lease, including, without limitation, Article II of the Lease and Exhibit C attached thereto, and after having received written notice of such failure from Tenant, Mortgagee shall have a period of twenty (20) days after the date on which notice of the nature of such failure is given by Tenant to Mortgagee to cure such default; and, if such default is by its nature capable of being cured but cannot be cured within said twenty (20) days period and Mortgagee diligently commences and prosecutes such cure during said twenty (20) day period, Mortgagee shall have an additional twenty (20) days to cure such default, but in no event shall the period to cure any such default exceed forty (40) days after the date Tenant's notice is given to Mortgagee.

(d) Notwithstanding anything in this Agreement to the contrary, in the event either Tenant or Mortgagee fails to perform its covenants and obligations as set forth in this Section 4.6, then either party may exercise its respective rights and remedies under the Lease, and at law or in equity.

4.7 Indemnification. Any indemnification of the Tenant from and against any penalties, claims, damages or demands of whatever nature unless the same arise out of or in connection with the gross negligence or willful misconduct of the Successor Landlord.

5. Exculpation of Successor Landlord.

Notwithstanding anything to the contrary in this Agreement or the Lease, upon any attornment to Mortgagee pursuant to this Agreement the Lease shall be deemed to have been automatically amended to provide that Mortgagee's obligations and liability under the Lease shall never extend beyond Mortgagee's (or any affiliate or other entity holding title for the benefit of Mortgagee or a successor by merger to Mortgagee interest, if any, in the Premises from time to time, including insurance and condemnation proceeds and Mortgagee's interest in the Lease (collectively, "Mortgagee's Interest"). Tenant shall look exclusively to Mortgagee's Interest for payment or discharge of any obligations of Mortgagee under the Lease as affected by this Agreement. If Tenant obtains any money judgment against Mortgagee with respect to the Lease or the relationship between Mortgagee and Tenant, then Tenant shall look solely to Mortgagee's Interest to collect such judgment. Tenant shall not collect or attempt to collect any such judgment out of any other assets of Mortgagee or any nominee or affiliate of Mortgagee or any successor by merger to Mortgagee.

6. Mortgagee's Right to Cure.

6.1 Mortgagee's Cure Period. After Mortgagee receives a notice of the breach or default by Landlord giving rise to same ("Default Notice"), Mortgagee shall have the same time available to Landlord under the Lease in which to cure the breach or default by Landlord. Mortgagee shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Landlord, except to the extent that Mortgagee agrees or undertakes otherwise in writing.

6.2 Extended Cure Period. In addition, as to any breach or default by Landlord the cure of which requires Mortgagee to possess and control the Premises, and Mortgagee is denied access to the Premises by Landlord, and provided only that Mortgagee undertakes by written notice to Tenant within thirty (30) days after receipt of the Default Notice to exercise reasonable efforts to cure such breach or default within the period permitted by this paragraph, Mortgagee's cure period shall continue for such additional time not to exceed in total 60 days after receipt of the Default Notice (the "Extended Cure Period") as Mortgagee may reasonably require to obtain possession and control of the Premises and to thereafter cure the breach or default with reasonable diligence and continuity. So long as any receiver of the Premises has been appointed and is continuing to serve, Mortgagee shall be deemed to have possession and control of the Premises.

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6.3 Notice to Mortgagee. Notwithstanding anything to the contrary in the Lease or this Agreement, before exercising any Termination Right or Offset Right, Tenant shall provide Mortgagee with notice thereof (the "Remedy Notice") and, thereafter, the opportunity to cure such breach or default during the ten (10) day period following receipt such Remedy Notice.

7. Miscellaneous

7.1 Notices. All notices or other communications required or permitted under this Agreement shall be in writing and given by certified mail (return receipt requested) or by nationally recognized overnight courier service that regularly maintains records of items delivered. Each party's address is as set forth in the opening paragraph of this Agreement, subject to change by notice under this paragraph. Notices shall be effective the next business day after being sent by overnight courier service, and five (5) business days after being sent by certified mail (return receipt requested).

7.2 Successors and Assigns. This Agreement shall bind and benefit the parties, their successors and assigns. If Mortgagee assigns the Mortgage, then upon delivery to Tenant of written notice thereof accompanied by the assignee's written assumption of all obligations under this Agreement, all liability of the assignor shall terminate.

7.3 Entire Agreement. This Agreement constitutes the entire agreement between Mortgagee and Tenant regarding the subordination of the Lease to the Mortgage and the rights and obligations of Tenant and Mortgagee as to the subject matter of this Agreement.

7.4 Interaction with Lease and with Mortgage. If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties and any Successor Landlord, including upon any attornment. This Agreement supersedes, and constitutes full compliance with, any provisions in the Lease that provide for subordination of the Lease to, or for delivery of non disturbance agreements by the holder of, the Mortgage. Mortgagee confirms that Mortgagee has consented to Landlord's entering into the Lease.

7.5 Mortgagee's Rights and Obligations. Except as expressly provided for in this Agreement, neither Mortgagee nor Tenant shall have any obligations to the other with respect to the Lease.

7.6 Interpretation; Governing Law. The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the internal laws of the State of Illinois without regard to principles of conflict of laws.

7.7 Amendments. This Agreement may be amended, discharged or terminated, or any of its provisions waived, only by a written instrument executed by the party to be charged.

7.8 Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

7.9 Mortgagee's Representation. Mortgagee represents that Mortgagee has full authority to enter into this Agreement, and Mortgagee's entry into this Agreement has been duly authorized by all necessary actions.

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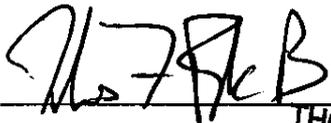
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IN WITNESS WHEREOF, this Agreement has been duly executed by Mortgagee and Tenant as of the Effective Date.

MORTGAGEE:

BANK ONE, ILLINOIS, N.A., a national banking association

By: 
Its: THOMAS F. PORZAK, JR.
VICE PRESIDENT

TENANT:

KOCH FOODS INCORPORATED, an Illinois corporation

By: _____
Its: _____

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IN WITNESS WHEREOF, this Agreement has been duly executed by Mortgagee and Tenant as of the Effective Date.

MORTGAGEE:

BANK ONE, ILLINOIS, N.A., a national banking association

By: _____
Its: _____

TENANT:

KOCH FOODS INCORPORATED, an Illinois corporation

By: *Maury Kammish*
Its: Chief Financial Officer

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Landlord consents and agrees to the foregoing Agreement. The foregoing Agreement shall not alter, waive or diminish any of Landlord's obligations under the Mortgage or the Lease. Landlord is not a party to the above Agreement.

LANDLORD:

ROSE FP LLC, an Illinois limited liability company

By: ROSE FPC LLC, an Illinois limited liability company, its Manager

By: *Neil Threlkeld*
Its: *MANAGER*

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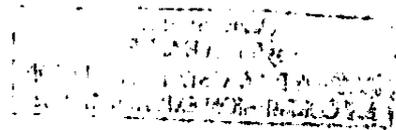
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SCHEDULE "A"

LEGAL DESCRIPTION OF THE PREMISES

LOT 1 IN KOCH POULTRY SUBDIVISION, BEING A SUBDIVISION OF THE NORTH THREE-
QUARTERS OF THE WEST HALF OF THE WEST HALF OF THE NORTH WEST 1/4 OF SECTION 34,
TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO
THE PLAT THEREOF RECORDED NOVEMBER 8, 2001 AS DOCUMENT 0011050901, IN COOK
COUNTY, ILLINOIS.

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