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**PREPARED BY AND WHEN
RECORDED MAIL TO:**

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Doc#: 0524439021 Fee: \$36.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 09/01/2005 11:13 AM Pg: 1 of 7

**SUBORDINATION, NONDISTURBANCE
AND ATTORNMENT AGREEMENT**

This Agreement is dated as of *July 21*, 2005 and is made by and between COCA-COLA NORTH AMERICA ("Tenant") and FIRST MIDWEST BANK ("Lender").

P R E A M B L E

Pursuant to that certain Lease more fully described on Exhibit B attached hereto (said lease, as amended, and as may from time to time be amended, modified, substituted, extended, renewed or restated shall be referred to as the "Lease"), CHATHAM CENTRE, LLC ("Landlord"), the owner of the property more fully described on Exhibit "A" attached hereto ("Property"), leased to Tenant the portion of the Property described in the Lease. Landlord has requested Lender to provide financing (the "Financing") from time to time to Landlord, which Financing shall be secured by the Property. Lender has agreed to provide such Financing so long as, among other things, this Agreement is entered into by Tenant.

NOW, THEREFORE, in consideration of the foregoing, to induce Lender to provide the Financing to Landlord and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. Representations Regarding Lease. Tenant represents and warrants to Lender that (a) Tenant is in possession of the Property; (b) except as described on Exhibit B hereto, there have been no changes, modifications, alterations or amendments to the Lease; (c) no default or event of default (howsoever such terms are defined) exists under the Lease; (d) all parties to the Lease are in full compliance with the terms and provisions of the Lease; (e) all rent and other payments required to be paid by Tenant under the Lease as of the date of this Agreement have been paid in full; and (f) Tenant has no offsets or defenses to Tenant's performance under the Lease.

2. Attornment. Tenant covenants and agrees to attorn to Lender or any other purchaser at any foreclosure sale of the Property as its new landlord and upon such event the Lease shall continue in full force and effect as a direct lease between the Tenant and Lender or such other person, upon all terms, covenants, conditions and agreements set forth in the Lease; provided, however, that in no event shall Lender or such third person be (a) liable for any act or omission of the Landlord; (b) subject to any offsets or deficiencies which the Tenant might be

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entitled to assert against Landlord; (c) bound by any payment of rent or additional rent made by the Tenant to Landlord for more than one month in advance; or (d) bound by any amendment or material modification of the Lease after the date of this Agreement made without the consent of Lender. *except that the parties may exercise a right of first refusal or enter into any extension, renewal or expansion without obtaining Lender's consent.*

3. Subordination of Lease. Tenant covenants and agrees that all of Tenant's right, title and interest in and under the Lease is and shall be subordinated to the lien or interest of Lender in and to the Property, and to all right, title and interest granted to Lender in and to the Property, in the same manner as if the Lease had been executed after execution, delivery and recording of Lender's interest in the Property.

4. Nondisturbance. Lender covenants and agrees that in the event that Lender or any other person exercises any of its rights, powers or remedies pursuant to any agreement, instrument or document relating to the Financing with respect to the Property, and Lender or any other person acquires title to the Property pursuant to the exercise of any such right, power or remedy, and provided that the Tenant is not then in default under the Lease, then Tenant's leasehold shall not be disturbed by Lender's or any third parties' exercise of any of such rights, powers or remedies.

5. Amendment, Modifications. This Agreement may not be modified other than by agreement in writing signed by Lender and Tenant, or by their respective successors in interest.

6. Binding Agreement. This Agreement shall inure to the benefit of and shall be binding upon Lender and its successors and assigns, and be binding upon Tenant and its successors and assigns.

7. Counterparts. This Agreement may be executed in any number of counterparts, each of which counterparts, once executed and delivered, shall be deemed to be an original and all of which counterparts taken together, shall constitute but one and the same Agreement.

8. Governing Laws. This Agreement shall be deemed to be a contract made under the laws of the State of Illinois and for all purposes shall be construed in accordance with the internal laws, and not the conflict of laws provisions, of the State of Illinois.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]**

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IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on the day and year first set forth above.

FIRST MIDWEST BANK

By: *Paul M. P...*

Title: VICE PRESIDENT

COCA-COLA NORTH AMERICA

By: *David M. Faggart*
DAVID M. FAGGART

Title: VICE PRESIDENT AND TREASURER

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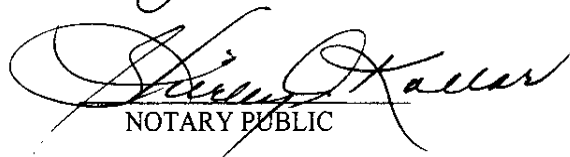
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TENANT

STATE OF Georgia)
~~ILLINOIS~~) SS.
COUNTY OF ~~COOK~~ Greene

The Undersigned, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT David M. Taggart, V.P., and Treasurer, of the Coca-Cola Company personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Treasurer respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their 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 13th day of June 2005.


NOTARY PUBLIC

My Commission Expires:

Notary Public, Cobb County, Georgia
My Commission Expires May 12, 2008
[SEAL]

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LENDER

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The Undersigned, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT Dhanraj Saha, VICE PRESIDENT, of First Midwest Bank personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that such person signed and delivered said instrument as such person's own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24th day of August 2005.

Deborah M Bartnik
NOTARY PUBLIC

My Commission Expires:

[SEAL]



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EXHIBIT A
LEGAL DESCRIPTION

Lots 1 and 2 in Chatham Center, being a subdivision of part of the northeast ¼ of Section 10, Township 41, North, Range 10 East of the Third Principal Meridian, according to the Platt thereof recorded July 21, 1992 as Document Number 92534593 and corrected by Certificate of Correction recorded September 30, 1992 as Document Number 92724730, in Cook County, Illinois.

PIN Number:

Common Address: 1901 North Roselle Road, Schaumburg, Illinois

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EXHIBIT B TO
SUBORDINATION, NONDISTURBANCE AND NONDISTURBANCE AGREEMENT

Lease dated as of April 26, 2002, as amended by a First Amendment to Lease dated as of March 7, 2005

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