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Cook County Recorder of Deeds
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RECOGNITION AGREEMENT

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THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

HINSHAW & CULBERTSON LLP
222 N. LASALLE STREET
SUITE 300
CHICAGO, ILLINOIS 60601-1081
ATTN: STEPHEN H. MALATO

Box 400-CTCC

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RECOGNITION AGREEMENT

This Recognition Agreement (the "Recognition Agreement") is made this 9th day of February 2006, by and between **LaSalle Bank National Association** ("First Leasehold Mortgagee"), **Chicago Title Land Trust Company**, as **Successor Trustee** to Cole Taylor Bank, as Trustee under a Trust Agreement dated August 1, 2002, and known as Trust No. 99-8164 ("Lessor") and **Divine Word Techny Community Corporation**, an Illinois not-for-profit corporation ("Beneficiary").

RECITALS

A. Pursuant to the Amended and Restated Ground Lease dated as of September 15, 2005 (the Amended and Restated Ground Lease and all amendments thereto entered after the date hereof are herein collectively referred to as the "Lease") by and between Lessor and FCL Willow and Waukegan LLC, an Illinois limited liability company (the "Lessee"), a true, correct and complete copy of which is attached hereto as Exhibit A, Lessor let to Lessee certain land located in the Village of Northbrook, Illinois, and more particularly described in the Lease ("Premises").

B. Pursuant to Agreement of Sublease dated as of September 15, 2005 (the "Sublease") by and between Lessee and HP Willow LLC, an Illinois limited liability company (the "Subtenant"), Lessee sublet the Premises to Subtenant.

C. To evidence a loan to be made by First Leasehold Mortgagee to Subtenant in the principal amount of Forty-Seven Million Six Hundred Fifty Thousand and No/100 Dollars (\$47,650,000.00) ("Loan"), Subtenant will execute its note, payable to the order of First Leasehold Mortgagee, which is to be secured by a mortgage executed by Lessee and Subtenant conveying, among other property, their respective interests in the Premises and the leasehold estate established by the Lease, in favor of First Leasehold Mortgagee, which will be recorded in the Office of the Recorder of Deeds of Cook County, Illinois ("Mortgage").

D. Contemporaneously with the execution of this Recognition Agreement, Lessor has executed and delivered to First Leasehold Mortgagee Lessor's Estoppel Certificate.

E. As a condition to the disbursement of the proceeds of Loan, First Leasehold Mortgagee requires that Lessor recognize certain rights of First Leasehold Mortgagee which exist pursuant to Article 25 of the Lease, and this Recognition Agreement is intended to implement those rights.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and promises herein contained, the sufficiency of which is hereby acknowledged, IT IS HEREBY AGREED AS FOLLOWS:

1. Construction. This Recognition Agreement shall be construed in conjunction with the Lease, as amended from time to time. All of the terms, covenants, conditions and agreements set forth in the Lease with respect to Leasehold Mortgagees and the rights granted to such Leasehold Mortgagees shall remain in full force and effect for the benefit of First Leasehold Mortgagee and its Successors (hereinafter defined) and

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Affiliates (hereinafter defined) as and to the extent provided herein and in the Lease and are hereby ratified and confirmed by Lessor. This Recognition Agreement is intended to implement the First Leasehold Mortgagee's rights pursuant to the Lease and is not intended to amend or modify the terms and provisions of the Lease. However, this Recognition Agreement is intended to clarify and implement certain of the rights granted to First Leasehold Mortgagee pursuant to the Lease.

2. Defined Terms. All terms used herein shall have the meanings ascribed in the Lease, as previously amended, unless otherwise defined herein.

3. Benefit and Reliance. At the termination of the Lease, all improvements constructed on the Premises will revert to and become the property of Lessor. By executing and delivering this Recognition Agreement, First Leasehold Mortgagee hereby advises Lessor and Beneficiary that the proceeds of the Loan are intended to be used to finance certain of the costs of certain Improvements being constructed by Subtenant pursuant to the Lease and the Sublease, and provided such Improvements are so constructed in accordance with the Lease and Sublease, Beneficiary and Lessor hereby acknowledge they will derive substantial benefits from First Leasehold Mortgagee's making the Loan to Subtenant. Lessor and Beneficiary further acknowledge that First Leasehold Mortgagee is making the Loan in reliance upon the accuracy as of the date thereof of the statements made in the Lessor's Estoppel Certificate and that First Leasehold Mortgagee's reliance thereon is reasonable, unless and to the extent First Leasehold Mortgagee has actual knowledge to the contrary as of the date thereof. By this reference, all certificates, warranties and representations made in Lessor's Estoppel Certificate are hereby incorporated into this Recognition Agreement and shall be deemed to be made by Lessor and Beneficiary as a part of this Recognition Agreement.

4. Notices. All notices required by Lessor to be served upon Lessee shall, be served upon First Leasehold Mortgagee, in the manner prescribed in Article 24 of the Lease for the service of notices, at 135 South LaSalle Street, Chicago, Illinois, Attention Mark Eisenmann, Commercial Real Estate, with a copy to Dean E. Parker, Hinshaw & Culbertson LLP, 222 N. LaSalle Street, Suite 300, Chicago, Illinois, 60601, and as provided in Section 25.1 of the Lease, no notice of Lessor to Lessee shall be deemed effective as against First Leasehold Mortgagee unless a copy of such notice is sent to First Leasehold Mortgagee to the address set forth herein and unless and until Lessor is given notice as required under Section 9.3(b) of the Lease in the manner prescribed in Article 24 of the Lease of a new address or addressee for such First Leasehold Mortgagee or for a Successor to such First Leasehold Mortgagee.

5. Rights of First Leasehold Mortgagee. Lessor confirms that all rights available to a First Leasehold Mortgagee pursuant to the Lease shall be available to LaSalle Bank National Association and its successors, assigns, nominees or any other party claiming by, through or under First Leasehold Mortgagee (individually, a "Successor" and collectively "Successors") as long as the Mortgage remains in effect and has not been released.

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6. Right to Sell Participating Interests and to Syndicate the Loan. Lessor acknowledges that First Leasehold Mortgagee may sell participating interests in the Loan or in some other manner syndicate the Loan (all those parties, including LaSalle Bank National Association, having an interest in the Loan are herein collectively referred to as the "Loan Syndicate"). Lessor agrees that the Loan Syndicate shall, collectively, have the benefits afforded to the First Leasehold Mortgagee pursuant to the Lease and this Recognition Agreement. However, Lessor shall be entitled to rely upon the acts of LaSalle Bank National Association on behalf of the Loan Syndicate and shall have no duties or responsibilities hereunder or under the Lease with respect to the members from time to time comprising the Loan Syndicate, including by way of illustration and without limitation, Lessor shall not have any duty or obligation to provide copies of notices of the type contemplated in paragraph 4 hereof to any such members or to respond to any request for information or to recognize any rights of any such members.

7. Termination of the Lease; New Lease. In the event, for any reason, the Lease is terminated, First Leasehold Mortgagee or any of its Successors shall have the right, as provided in Section 25.4 of the Lease to request Lessor execute a new Lease with First Leasehold Mortgagee or any of its Successors that is at that time the First Leasehold Mortgagee, as the case may be, but only in accordance with and upon the conditions set forth in the provisions of Section 25.4 of the Lease, but upon satisfying such requirements in full First Leasehold Mortgagee shall be entitled to a New Lease. In providing to First Leasehold Mortgagee any statement of amounts owed and unpaid pursuant to the Lease at the time First Leasehold Mortgagee makes a New Lease Request, if the statement of amounts owed or unpaid by Lessee includes any amounts in addition to the Base Rent, Lessor shall provide First Leasehold Mortgagee with all supporting invoices, bills or other evidence of payment by Lessor or non-payment by Lessee reasonably necessary to establish that such additional amounts are owed to Lessor or are unpaid by Lessee pursuant to the Lease. The ten (10) day time period for the payment of any such other amount owed (other than Base Rent) shall not commence to run until such time as First Leasehold Mortgagee is provided the supporting invoices, bills or other evidence of payment of such amount or non-payment by Lessee. For purposes of a New Lease Request by First Leasehold Mortgagee or any of its Successors, and a determination of amounts due to Lessor under this Lease at the time of the New Lease Request, such amounts shall not include any claim for consequential damages. Nothing contained herein shall, however, amend or modify the obligations of Lessee or any Guarantor under the Lease or the liability or obligation, if any, of either of them for any such damages.

8. Assignment By First Leasehold Mortgagee. In the event that the Mortgage executed by Lessee in favor of First Leasehold Mortgagee shall be foreclosed, or in the event that Lessee shall assign to First Leasehold Mortgagee its interest under the Lease in lieu of foreclosure, Beneficiary hereby agrees that, upon receipt of a written application for consent to the assignment of the Lease from Lessee to either First Leasehold Mortgagee or any of its Successors, which request shall be accompanied by a copy certified as being true, correct and complete of the court order vesting title to the Improvements and leasehold estate of Sublessee in First Leasehold Mortgagee or a such Successor by the court issuing such order or by First Leasehold Mortgagee or such

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Successor or a copy of the assignment or other instrument effecting such assignment certified to be true, correct and complete by First Leasehold Mortgagee or such Successor, as the case may be, Beneficiary will direct Lessor to execute a written consent to such assignment provided that at the date of such assignment all of the requirements of the Lease relating to Lease assignments have been satisfied if and to the extent required by Sections 9.1(e) or Article 25 of the Lease.

9. Assignment to or Acquisition by an Affiliate. First Leasehold Mortgagee may direct that an Affiliate of LaSalle Bank National Association (the "LB Affiliate") to acquire the Lease, either at a foreclosure sale or by assignment of the Lease in lieu of foreclosure. So long as the LB Affiliate is either wholly owned by LaSalle Bank National Association or by another member of the Loan Syndicate, the LB Affiliate shall be treated as a Successor under this Recognition Agreement entitled to exercise all rights available to the First Leasehold Mortgagee or any of its Successors pursuant to the Lease and this Recognition Agreement upon notice to Lessor of such assignment, which notice shall be accompanied by a copy of the assignment or other instrument effecting such assignment certified to be true, correct and complete by First Leasehold Mortgagee or such Successor as the case may be, and the address and addressee for notices to such Successor as provided in paragraph 4.

10. Liability of First Leasehold Mortgagee. In the event that First Leasehold Mortgagee or a Successor shall acquire the interest of Lessee under the Lease and shall thereafter elect to assign such interest to a successor Lessee as contemplated in Article 9 of the Lease, upon such assignment and satisfaction of all applicable conditions thereto provided for in said Article 9, First Leasehold Mortgagee or such Successor shall thereupon be relieved of any further liability under the Lease as and to the extent provided in Section 9.1(e) of the Lease.

11. Modification or Termination of the Lease. Lessor agrees that, from and after the Effective Date (hereinafter defined) of this Recognition Agreement, Lessor will not amend or, modify the Lease, nor except as otherwise provided in Articles 17 and 25 of the Lease, cancel or terminate the Lease, without in each case the prior written consent of the First Leasehold Mortgagee, so long as the Mortgage shall remain in effect. Lessor agrees that, so long as the Mortgage remains in effect and is a lien on the Lessee's leasehold estate, it will not terminate the Lease except in accordance with the provisions of Article 25 of the Lease.

12. Effective Date. The agreements and undertakings made herein shall be effective as of the date (the "Effective Date") that First Leasehold Mortgagee shall have delivered to Lessor (i) a fully executed original of this Recognition Agreement, and (ii) a copy of the Mortgage certified by First Leasehold Mortgagee as being a true, correct and complete copy thereof.

13. Successors and Assigns. The agreements and undertakings made and given hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

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14. Representation of Beneficiary. Beneficiary, by joining in the execution of this Recognition Agreement, hereby represents and warrants that as of the date hereof it is the sole beneficiary of Lessor and has directed Lessor to execute and deliver this Recognition Agreement.

15. Fee Mortgages. Beneficiary hereby agrees for the benefit of First Leasehold Mortgagee and its Affiliates and Successors only that so long as the Mortgage remains in full force and effect, it will not direct Lessor to execute and deliver a Fee Mortgage until the earlier of the following: (i) the occurrence of an Event of Default by Lessee under the Lease (unless First Leasehold Mortgagee exercises its rights pursuant to Article 25, in which case, the occurrence of the date by which First Leasehold Mortgagee has the right to request or satisfy the requirements for a New Lease and the failure by First Leasehold Mortgagee to request or satisfy such requirements); or (ii) the date the Lessee Portion of the Initial Project has been Substantially Completed.

16. Trustee Exculpation. This Agreement is executed by Chicago Title Land Trust Company, not personally, but solely as Successor Trustee to Cole Taylor Bank under a Trust Agreement dated August 1, 2002, and known as Trust No. 99-8164, solely in the exercise of the power and authority conferred upon and vested in said Trustee in its capacity as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing contained in this Lease shall be construed as creating any liability whatsoever against said Trustee personally and in particular, without limiting the generality of the foregoing, there shall be no personal liability to comply with the terms of this Recognition Agreement, to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, or to keep, preserve or sequester any property of said Trust, and that all personal liability of said Trustee of every sort, if any, is hereby expressly waived by every person now or hereafter claiming any right or security under this Recognition Agreement; and that so far as said Trustee is concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the Premises owned by said Trustee for the payment thereof. It is further understood and agreed that said Trustee has no agents or employees and merely holds naked title to the Premises described in this Recognition Agreement; that said Trustee has no control over, or under this Lease, and assumes no responsibility for (a) the management or control of such Premises or the Project, (b) the upkeep, inspection, maintenance or repair of such Premises or the Project, (c) the collection of rents or rental from such Premises or the Project, or (d) the conduct of any business which is carried on upon such Premises or the Project. It is hereby agreed that said Trustee shall be permitted to attach the form of exculpation customarily used by it to all documents, agreements, instruments, or other writings executed by it.

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IN WITNESS WHEREOF, the undersigned First Leasehold Mortgagee has executed this Recognition Agreement as of the date set forth above, intending it to be effective as of the Effective Date.

First Leasehold Mortgagee:

LASALLE BANK NATIONAL ASSOCIATION

By: [Signature]
Its: VP

STATE OF Illinois)
COUNTY OF COOK) SS

The undersigned, a Notary Public in and for said County, in State aforesaid, DOES HEREBY CERTIFY THAT MARC EISENMAN of LASALLE BANK NATIONAL ASSOCIATION ("First Leasehold Mortgagee"), personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VP appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of First Leasehold Mortgagee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 10th day of February, 2006.

[Signature: Maria T. Esparza]
Notary Public

My Commission Expires: 4/29/07



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IN WITNESS WHEREOF, the undersigned Lessor has executed this Recognition Agreement as of the date set forth above, intending it to be effective as of the Effective Date.

Lessor:

CHICAGO TITLE LAND TRUST
COMPANY as Trustee aforesaid

By: [Signature]
Its: Assistant Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in State aforesaid, DOES HEREBY CERTIFY THAT Mario V. Gotanco of CHICAGO TITLE LAND TRUST COMPANY, as Successor Trustee to Cole Taylor Bank, as Trustee under a Trust Agreement dated August 1, 2002 and known as Trust No. 99-8164 ("Lessor"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Asst. Vice President appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of the State of Illinois, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8th day of February, 2006.

[Signature]
Notary Public

My Commission Expires: 10/17/08



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EXHIBIT A

Amended and Restated Ground Lease

That certain Amended and Restated Ground Lease, dated as of September 15, 2005, by and between Chicago Title and Trust Company, as Successor Trustee to Cole Taylor Bank, as Trustee under a Trust Agreement dated August 1, 2002, and known as Trust No. 998164, as Lessor, and FCL Willow & Waukegan LLC, an Illinois limited liability company, as Lessee is hereby incorporated in its entirety into and as a part of this Recognition Agreement. A certified copy of the aforementioned Amended and Restated Ground Lease is deposited with LaSalle Bank National Association.

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STREET ADDRESS: SEE SURVEY
 CITY:
 TAX NUMBER: 04-23-108-001-0000

COUNTY: COOK

✓ 0423200043

LEGAL DESCRIPTION:

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS: THE SUBLEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: **FCL WILLOW & WAUKEGAN LLC**, AN ILLINOIS LIMITED LIABILITY COMPANY, SUBLESSOR TO **HP WILLOW, LLC**, AN ILLINOIS LIMITED LIABILITY COMPANY, SUBLESSEE, DATED SEPTEMBER 15, 2005, A MEMORANDUM OF WHICH WAS RECORDED SEPTEMBER 30, 2005 AS DOCUMENT 0527312184, DEMISING THE LAND FOR A TERM OF YEARS BEGINNING SEPTEMBER 15, 2005 AND ENDING ON THE EARLIER TO OCCUR OF (i) THE DATE ON WHICH THE SUBLANDLORD ASSIGNS THE LEASE TO SUBTENANT, AS CONTEMPLATED IN SECTION 9.1 (a) OF THE LEASE; (ii) THE DATE THAT AN EVENT OF DEFAULT OCCURS UNDER THE SUBLEASE; OR (iii) THE DATE THAT IS ONE DAY PRIOR TO THE LAST DAY OF THE TERM OF THE LEASE.

PARCEL 1 (SE-1A-2)

LOT SE-1A IN TECHNY PARCEL SE-1 SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 14, AND PART OF THE NORTHWEST 1/4 OF SECTION 23, AND PART OF THE NORTHEAST 1/4 OF SECTION 23, ALL IN TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, TO THE FINAL PLAT OF SUBDIVISION OF TECHNY PARCEL SE-1 RECORDED ON DECEMBER 22, 2000, AS DOCUMENT NUMBER 01007540, IN COOK COUNTY, ILLINOIS;

EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT SE-1A; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT SE-1A THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) SOUTH 29 DEGREES 44 MINUTES 54 SECONDS EAST 472.59 FEET; 2) SOUTH 81 DEGREES 06 MINUTES 17 SECONDS WEST 275.77 FEET; 3) SOUTH 01 DEGREES 07 MINUTES 13 SECONDS WEST 510.84 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 41 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 14, A DISTANCE OF 748.85 FEET TO THE WEST LINE OF SAID LOT SE-1A; THENCE NORTHERLY AND EASTERLY ALONG SAID WEST LINE OF LOT SE-1A, SAID LINE ALSO BEING THE EASTERLY LINE OF HERETOFORE DEDICATED FOUNDERS DRIVE AND SOUTHERLY LINE OF HERETOFORE DEDICATED KAMP DRIVE, THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) NORTH 01 DEGREES 18 MINUTES 05 SECONDS EAST 289.90 FEET TO A POINT OF CURVATURE; 2) NORTHERLY ALONG AN ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 650.00 FEET, HAVING A CHORD BEARING OF NORTH 04 DEGREES 13 MINUTES 34 SECONDS WEST, 125.42 FEET TO A POINT OF REVERSE CURVATURE; 3) NORTHEASTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 100.00 FEET, HAVING A CHORD BEARING OF NORTH 25 DEGREES 14 MINUTES 57 SECONDS EAST, 122.18 FEET TO A POINT OF TANGENCY; 4) NORTH 60 DEGREES 15 MINUTES 06 SECONDS EAST 864.22 FEET TO THE PLACE OF BEGINNING;

ALSO EXCEPTING THEREFROM ALL THAT PART CONVEYED TO THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION BY DEED RECORDED OCTOBER 14, 2004 AS DOCUMENT 0428849048, TAKEN FOR ROAD WIDENING, ALL IN COOK COUNTY, ILLINOIS

PARCEL 2 (SE-1A-X):

LOT 12 (EXCEPT THAT PART LYING SOUTH OF THE LINE 50 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTH 1/2 OF SECTION 23) IN COUNTY CLERK'S DIVISION OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE MAP THEREOF RECORDED ON OCTOBER 11, 1876 IN BOOK 11 OF PLATS, PAGE 70 AS DOCUMENT NUMBER 106454 (EXCEPTING THEREFROM ALL THAT PART THEREOF CONVEYED TO THE STATE OF ILLINOIS FOR THE USE OF THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS BY DEED RECORDED AS DOCUMENT 21157212 TAKEN FOR ROAD PURPOSES, AND ALSO EXCEPTING THEREFROM ALL THAT PART CONVEYED TO THE STATE OF ILLINOIS BY DEED RECORDED OCTOBER 14, 2004 AS DOCUMENT 0248849048, TAKEN FOR ROAD WIDENING), ALL IN COOK COUNTY, ILLINOIS