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Doc#: 1219412014 Fee: \$92.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/12/2012 09:08 AM Pg: 1 of 10

(This Space for Recording Use Only)

THIS DOCUMENT SHOULD BE RETURNED TO AFTER RECORDING:

MP Catalyst, LLC
401 S. Main Street
Suite 301
Naperville, Illinois 60540
Attn: Darren Slaniger

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT made in multiple copies as of the 7th day of June, 2012, by and between HUNT ELP, LTD., a Texas limited partnership ("Mortgagee"), MP CATALYST, LLC, an Illinois limited liability company ("Landlord") and STANDARD PARKING CORPORATION, a Delaware corporation ("Operator");

WITNESSETH:

WHEREAS, Mortgagee is the holder of a Note in the original principal amount of \$9,800,000.00, secured by a Mortgage ("Mortgage") dated June 7th, 2012, recorded on June , 2012, as Document , in the Official Records of Cook County, State of Illinois, covering the property legally described on Exhibit "A" attached hereto and made a part hereof;

WHEREAS, by Management Agreement dated November 10, 2006, ("Management Agreement"), between Operator and Landlord, as successor-in-interest to Catalyst 123, LLC, Operator operates and manages Landlord's surface parking lot located at the Northeast corner of West Washington and Des Plaines in Chicago, Illinois, legally described on Exhibit "A" ("Premises");

WHEREAS, Mortgagee, Operator and Landlord desire to confirm their understanding with respect to said Management Agreement and said Mortgage;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises contained herein and other good and valuable consideration, the parties agree as follows:

1. Subject to the covenants, terms and conditions of this Agreement, in the event of a default under the Note, the lien of said Management Agreement is hereby subordinated to the lien of said Mortgage.

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BOX 333-CT

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If there shall be a conflict between the terms of said Management Agreement and the terms of said Mortgage, the terms of said Management Agreement shall prevail.

2. In the event Mortgagee or any other party (collectively "Successor Landlord") acquires title or right of possession of the Premises under said Mortgage through foreclosure, or other procedure related to a default under the Note, said Management Agreement shall remain in full force and effect and Operator shall continue to operate the Premises in accordance with the terms and provisions of said Management Agreement. In such event during the period that it holds title to or possession of the Premises, Successor Landlord shall be in all respects bound by said Management Agreement as Landlord and by all of Operator's rights thereunder. Successor Landlord's remedies pursuant to the Management Agreement will be in full force and effect once Successor Landlord succeeds to the interest of Landlord under the Management Agreement and once Successor Landlord is bound by all of the terms and conditions of said Management Agreement.

3. So long as Successor Landlord shall be bound by the terms and conditions of said Management Agreement, Operator shall attorn to Successor Landlord when Successor Landlord is in possession of the Premises, whether such possession is pursuant to Mortgagee's rights under said Mortgage (which such attornment shall be effective and self operative without the execution of any further instrument on the part of any of the parties hereto), or other procedure related to a default under the Note and will continue to operate the Premises under the same terms and conditions of said Management Agreement.

4. Mortgagee shall not include Operator in any foreclosure proceeding involving the Premises, unless required by applicable state law for Mortgagee to accomplish the foreclosure and then not to interfere with or diminish Operator's rights under said Management Agreement or disturb Operator's possession.

5. In the event that Successor Landlord succeeds to the interest of Landlord under such Management Agreement, Successor Landlord shall not be:

a). Liable for any act or omission of any prior landlord (including Landlord) or subject to any offsets or defenses which Operator might have against any prior landlord (including Landlord), except for any defaults or remedies of which Operator has notified Mortgagee prior to Successor Landlord becoming bound by the Management Agreement in accordance with paragraph 6. Successor Landlord will not be held liable for any consequential damages for defaults of any prior Landlord; or

b). Bound by any amendment or modification of the Management Agreement made without Mortgagee's written consent.

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6. During the continuance of said Mortgage, Operator shall use reasonable efforts to give written notice to Mortgagee of all defaults by Landlord of those obligations under said Management Agreement which are of a nature as to give Operator a right to terminate said Management Agreement, or to credit or offset any amounts against future payments due Landlord, and Mortgagee shall have the same opportunity as provided to Landlord in said Management Agreement (but shall not be required) to cure the same. In any event (except as otherwise provided in the next sentence of this paragraph), Operator's failure to provide Mortgagee such written notice shall not impair any rights granted or derived by Operator under said Management Agreement and/or this Agreement. In no event shall Operator terminate the Management Agreement as a result of any breach or default of the Management Agreement unless Operator has provided Mortgagee notice and afforded the Mortgagee the same opportunity to cure such breach or default as provided to Landlord in said Management Agreement; provided, however, that Mortgagee shall not be obligated to remedy or cure any default of Landlord under the Management Agreement. The parties agree that nothing in this Agreement shall alter Operator's right to terminate the Management Agreement without cause or penalty at any time, pursuant to Section 2 of the Management Agreement.

7. Operator hereby agrees that upon receipt of written notice from Mortgagee of a default by Landlord under said Mortgage, all checks for sums payable by Operator under said Management Agreement to Landlord shall, from the date of Operator's receipt of such written notice, be delivered to and drawn to the exclusive order of Mortgagee until Mortgagee or a court of competent jurisdiction shall direct otherwise. Such an assignment monies due Landlord shall not relieve Landlord of any of its obligations under said Management Agreement and shall not modify or diminish any rights granted to Operator by said Management Agreement or this Agreement, including but not limited to, any rights contained in said Management Agreement which allow Operator the right of so-called self help, offsets or deductions in the event of default or otherwise. Landlord hereby consents and agrees to the provisions of this paragraph and hereby authorizes Operator to direct all payments under said Management Agreement as provided by this paragraph. Landlord hereby relieves Operator from any liability by reason of Operator's payment of any sums under said Management Agreement as required by this paragraph. Operator shall have no obligation to verify the existence of any such default stated in the notice from Mortgagee under this paragraph.

8. In the event Successor Landlord acquires title or right of possession of the Premises, Operator acknowledges and agrees that the liability of such Successor Landlord under the Management Agreement shall be limited to its interest in the property described on Exhibit "A" and the rents, income and profits therefrom. Notwithstanding anything herein to the contrary, Operator shall have all of its equitable remedies against Successor Landlord. Nothing contained herein shall otherwise limit Operator's rights or remedies as provided in the Management Agreement.

9. All notices under this Agreement shall be deemed to have been duly given if made in writing and sent by United States certified or registered mail, postage prepaid, or by **overnight delivery** service providing proof of receipt, and addressed as follows:

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If to Mortgagee: Hunt Development Group, LLC
980 North Michigan Avenue
Suite 1150
Chicago, Illinois 60611
Attention: Ryan W. Luxon

If to Operator: Standard Parking Corporation
Attn: Legal Department
900 N. Michigan Avenue, Suite 1600
Chicago, Illinois 60611

With a Copy To: Standard Parking Corporation
Attn: James F. Buczek, Senior Vice President
900 N. Michigan Avenue, Suite 1020
Chicago, Illinois 60611

If to Landlord: MP Catalyst LLC
Attn: Darren Sloniger
401 S. Main Street,
Suite 300
Naperville, Illinois 60540

provided that each party by like notice may designate any future or different addresses to which subsequent notices shall be sent. Notices shall be deemed given upon receipt or upon refusal to accept delivery.

10. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures and acknowledgment of, or on behalf of, each of the parties hereto. Any signature and acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature and acknowledgment pages.


11. This Agreement shall also bind and benefit the heirs, legal representatives, successors and assigns of the respective parties hereto, and all covenants, conditions and agreements herein contained shall be construed as running with the land.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement, under seal, as of the day and year first above written.

(Signature Page to follow)

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STANDARD PARKING CORPORATION,
a Delaware corporation

By: 
Name: Roger C. Walters
Title: Vice President

HUNT DEVELOPMENT GROUP, LLC, a
Texas limited liability company

By: _____
Name: _____
Title: _____

MP CATALYST, LLC, an Illinois
limited liability company

By: MAA Catalyst, LLC, an Illinois limited
liability company, Its Manager


By: _____
DARREN SLONIGER
Its: Manager

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STANDARD PARKING CORPORATION, HUNT ELP, LTD, a Texas limited partnership
a Delaware corporation

By: _____
Name:
Title:

By: **HB GP, LLC,** a Nevada limited liability company, Its General Partner

By: 
Name:
Title:

MP CATALYST, LLC, an Illinois limited liability company

By: **MAA Catalyst, LLC,** an Illinois limited liability company, Its Manager

By: 
Name: **DARREN SLONIGER**
Its: **Manager**

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ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Roger C. Walters, personally known to me to be a Vice President of Standard Parking Corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President, he signed and delivered the said instrument and caused the corporate seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation, as his free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 7th day of June, 2012.



Melody A. Eckert
 Notary Public

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ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) ss.
 COUNTY OF DUPAGE)

I, Anna M. Voightman, a Notary Public, do hereby certify that DARREN SLONIGER, personally known to me to be Manager of MP Catalyst, LLC, an Illinois limited liability company ("Company"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager 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 said Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 7th day of June, 2012.


 Notary Public



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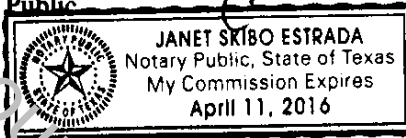
ACKNOWLEDGEMENT

STATE OF TEXAS)
) SS.
 COUNTY OF EL PASO)

I, Janet Skibo Estrada, a Notary Public, do hereby certify that Claudia Ivey, personally known to me to be the Sr. Vice President of HB GP, LLC, a Nevada limited liability company, a General Partner of HUNT ELP, LTD, a Texas limited liability company ("Company"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Sr. 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 said Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 8th day of June, 2012.

Notary Public



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EXHIBIT "A"

LEGAL DESCRIPTION

Parcel 1:

The South 25 feet 8 - 1/2 inches of Lot 7 in Block 47 in Original Town of Chicago in the Southwest 1/4 of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Lot 7 (except the South 25 feet 8 - 1/2 inches) in Block 47 in Original Town of Chicago in the Southwest 1/4 of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

Lot 6 (except the North 37.0 feet thereof) in Block 47 in Original Town of Chicago in the Southwest 1/4 of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4:

That part of Lot 10 Block 47 in Original Town of Chicago in the Southwest 1/4 of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, lying West of the East 75.00 feet of said Lot 10, in Cook County, Illinois.