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1336408011

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Karen A.Yarbrough  
Cook County Recorder of Deeds  
Date: 12/30/2013 11:08 AM Pg: 1 of 11

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## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

THIS SUBORINDATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT ("Agreement") is made and entered into as of the 12<sup>th</sup> day of November, 2013, by and between CONOPCO, INC., a New York corporation ("Tenant"), NORTHBROOK COMMERCIAL PROPERTIES, LLC, an Illinois limited liability company ("Landlord"), and AMERICAN CHARTERED BANK, an Illinois state bank, its successors and assigns ("Mortgagee").

### RECITALS:

A. Mortgagee is the holder of a certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated June 11, 2004, (the "Mortgage") encumbering the Real Estate (hereinafter defined) and securing a principal indebtedness in an amount equal to Five Million Three Hundred Fifty Thousand and 00/100 Dollars (\$5,350,000);

B. Tenant has heretofore and may from time to time hereafter lease (any such lease agreement hereinafter being referred to as "Lease Agreement", and the Lease Agreement, together with all amendments and modifications thereof, hereinafter being referred to as "Lease") with Landlord, certain premises (in each case, the "Leased Premises") in one or more buildings (each, a "Building") on the parcel of land ("Land") legally described in **Exhibit A** attached hereto (the Land and Building herein being collectively referred to as "Real Estate").

**NOW, THEREFORE**, in consideration of entering into the Mortgage and the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. The Tenant represents and warrants to the Mortgagee that the Lease constitutes the entire agreement between the Tenant and the Landlord with respect to the Leased Premises and there are no other agreements, written or verbal, governing the tenancy of the Tenant with respect to the Leased Premises.

2. The Tenant has executed and delivered to the Mortgagee that certain Tenant Estoppel Certificate dated on or about the date hereof (the "Estoppel Certificate"). The

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provisions of the Estoppel Certificate are hereby incorporated into this Agreement as if fully set forth in this Agreement in their entirety, and the Tenant acknowledges that the Mortgagee will be relying on the statements made in the Estoppel Certificate in determining whether to disburse the proceeds of the loan secured by the Mortgage and whether to enter into this Agreement.

3. The Tenant covenants with the Mortgagee that the Lease shall be subject and subordinate to the lien and all other provisions of the Mortgage and to all modifications and extensions thereof, to the full extent of all principal, interest and all other amounts now or hereafter secured thereby and with the same force and effect as if the Mortgage had been executed and delivered prior to the execution and delivery of the Lease. Without limiting the generality of the foregoing subordination provision, Tenant hereby agrees that any of its right, title and interest in and to insurance proceeds and condemnation awards (or other similar awards arising from eminent domain proceedings) with respect to damage to or the condemnation (or similar taking) of any of the Real Estate, shall be subject and subordinate to Mortgagee's right, title and interest in and to such proceeds and awards.

4. Tenant acknowledges that Landlord has collaterally assigned to Mortgagee all leases affecting the Real Estate, including the Lease, and the rents and other amounts, including, without limitation, lease termination fees, if any, due and payable under such leases. In connection therewith, Tenant agrees that, upon receipt of a notice of a default by Landlord under such assignment and a demand by Mortgagee for direct payment to Mortgagee of the rents due under the Lease, Tenant will honor such demand and make all subsequent rent payments directly to Mortgagee. Tenant further agrees that any Lease termination fees payable under the Lease shall be paid jointly to Landlord and Mortgagee.

5. The Mortgagee agrees that so long as the Tenant is not in default under the Lease beyond any applicable notice and cure period:

(a) The Tenant shall not be named or joined as a party in any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage (unless the Tenant is a necessary party under applicable law); and

(b) The possession by the Tenant of the Leased Premises and the Tenant's rights thereto shall not be disturbed, affected or impaired by, nor will the Lease or the term thereof be terminated or otherwise materially adversely affected by (i) any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage, or by any judicial sale or execution or other sale of the Leased Premises, or any deed given in lieu of foreclosure, or (ii) any default under the Mortgage.

6. Prior to pursuing any remedy available to Tenant under the Lease, at law or in equity as a result of any failure of Landlord to perform or observe any covenant, condition, provision or obligation to be performed or observed by Landlord under the Lease (any such failure hereinafter referred to as a "Landlord's Default"), Tenant shall: (a) provide Mortgagee with a notice of Landlord's Default specifying the nature thereof, the Section of the Lease under which same arose and the remedy which Tenant will elect under the terms of the Lease or

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otherwise, and (b) allow Mortgagee not less than thirty (30) days following receipt of such notice of Landlord's Default to cure the same; provided, however, that, if such Landlord's Default is not readily curable within such thirty (30) day period, Tenant shall give Mortgagee such additional time as Mortgagee may reasonably need to obtain possession and control of the Real Estate and to cure such Landlord's Default so long as Mortgagee is diligently pursuing a cure. Tenant shall not pursue any remedy available to it as a result of any Landlord's Default unless Mortgagee fails to cure same within the time period specified above. For purposes of this Paragraph, a Landlord's Default shall not be deemed to have occurred until all grace and/or cure periods applicable thereto under the Lease have lapsed without Landlord having effectuated a cure thereof.

7. If Mortgagee or any future holder of the Mortgage shall become the owner of the Real Estate by reason of foreclosure of the Mortgage or otherwise, or if the Real Estate shall be sold as a result of any action or proceeding to foreclose the Mortgage or transfer of ownership by deed given in lieu of foreclosure, the Lease shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between Tenant and the new owner of the Real Estate as "landlord" upon all the same terms, covenants and provisions contained in the Lease (subject to the exclusions set forth in subparagraph (b) below), and in such event:

(a) Tenant shall be bound to such new owner under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if Tenant elects or has elected to exercise its options to extend the term), and Tenant hereby agrees to attorn to such new owner and to recognize such new owner as "landlord" under the Lease without any additional documentation to effect such attornment (provided, however, if applicable law shall require additional documentation at the time Mortgagee exercises its remedies then Tenant shall execute such additional documents evidencing such attornment as may be required by applicable law);

(b) Such new owner shall be bound to Tenant under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if Tenant elects or has elected to exercise its options to extend the term); provided, however, that such new owner shall not be:

(i) liable for any act or omission of any prior landlord (including Landlord) other than the continuing obligations and/or defaults of any prior landlord (including Landlord) under the Lease which continue after Tenant begins attorning to the new owner provided that Mortgagee and such new owner have received notice of said act or omission of such prior landlord (including Landlord) and new owner's liability, if any, shall be calculated from the date of new owner's succession to "landlord" forward;

(ii) subject to any offsets or defenses which Tenant has against any prior landlord (including Landlord) unless Tenant shall have provided Mortgagee with (A) notice of the Landlord's Default that gave rise to such offset or defense and (B) the opportunity to cure the same, all in accordance with the terms of Section 1 above;

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(iii) bound by any base rent, percentage rent, additional rent or any other amounts payable under the Lease which Tenant might have paid in advance for more than the current month to any prior landlord (including Landlord);

(iv) liable to refund or otherwise account to Tenant for any security deposit not actually paid over to such new owner by Landlord;

(v) bound by any amendment or modification of the Lease made without Mortgagee's consent, such consent not to be unreasonably withheld, conditioned or delayed;

(vi) bound by, or liable for any breach of, any representation or warranty or indemnity agreement contained in the Lease or otherwise made by any prior landlord (including Landlord); or

(vii) personally liable or obligated to perform any such term, covenant or provision, such new owner's liability being limited in all cases to its interest in the Real Estate.

8. Any notices, communications and waivers under this Agreement shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed in each case as follows:

To Mortgagee: American Chartered Bank

\_\_\_\_\_  
\_\_\_\_\_

To Landlord: Northbrook Commercial Properties, LLC  
1818 Skokie Blvd.  
Northbrook, IL 60062

With a copy to: Kenneth Goldin  
9100 Plainfield Road  
Brookfield, IL 60513

To Tenant: Conopco, Inc.  
800 Sylvan Avenue  
Englewood Cliffs, NJ 07632  
Attention: Vincent Santella

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With a copy to: Robinson & Cole LLP  
1055 Washington Blvd.  
Stamford, CT 06901  
Attention: Steven L. Elbaum, Esq.

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Paragraph shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

9. Tenant acknowledges and agrees that Mortgagee will be relying on the representations, warranties, covenants and agreements of Tenant contained herein and that any default beyond any applicable notice and cure period by Tenant hereunder shall permit Mortgagee, at its option, to exercise any and all of its rights and remedies at law and in equity against Tenant and to join Tenant in a foreclosure action thereby terminating Tenant's right, title and interest in and to the Leased Premises.

10. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns and any nominees of Mortgagee, all of whom are entitled to rely upon the provisions hereof. This Agreement shall be governed by the laws of the State of Illinois.

11. This Agreement may be executed in multiple counterparts and all of such counterparts together shall constitute one and the same Agreement.

12. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns and any nominees of Mortgagee, all of whom are entitled to rely upon the provisions hereof. This Agreement shall be governed by the laws of the State of Illinois.

13. This Agreement may be executed in multiple counterparts and all of such counterparts together shall constitute one and the same Agreement. Tenant shall have the right to record this Agreement on the applicable land records.

*(signature page to follow)*

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IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

**Tenant:**

CONOPCO, INC.

By: [Signature]  
Name: Vincent Santella  
Title: Director RE American

**Landlord:**

NORTHBROOK COMMERCIAL PROPERTIES, LLC

By: [Signature]  
Name: JAMAL ALWATTAL  
Title: MEMBER

**Mortgagee:**

AMERICAN CHARTERED BANK, an Illinois state bank

By: [Signature]  
Name: [Signature]  
Title: [Signature]

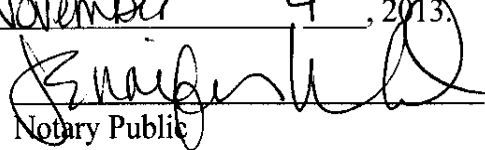
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Notary block for Tenant:

STATE OF New Jersey )  
 ) SS.  
 COUNTY OF Bergen )

I, Jennifer Ireland a Notary Public in and for said County in the State aforesaid, do hereby certify that Vincent Santella, a \_\_\_\_\_ of \_\_\_\_\_, who is 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 he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation.

Given under my hand and notarial seal on November 4<sup>th</sup>, 2013.  
  
 Notary Public

**JENNIFER L. IRELAND**  
**NOTARY PUBLIC OF NEW JERSEY**  
**ID # 2432181**  
**My Commission Expires 4/4/2018**



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STATE OF ILLINOIS                    )  
   ) SS.  
 COUNTY OF COOK                    )

I, Najwa Klostermann, a Notary Public in and for said County in the State aforesaid, do hereby certify that Jamal Alwathar of Northbrook Commercial, 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 such instrument as his/her own free and voluntary act and as the free and voluntary act of said limited partnership, for the uses and purposes set forth therein.

Given under my hand and notarial seal on December 9, 2013.

Najwa Klostermann  
 Notary Public





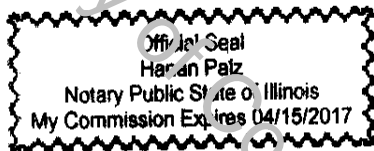
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STATE OF ILLINOIS     )  
  )   SS.  
COUNTY OF COOK     )

I, Hanan Palz, a Notary Public in and for said County in the State aforesaid, do hereby certify that Bryan Perna, a SVP of AMERICAN CHARTERED BANK, an Illinois state bank, who is personally known to be to be the same person whose name is subscribed to the foregoing instrument as such SVP, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes set forth therein.

Given under my hand and notarial seal on Dec 12, 2013.

Hanan Palz  
Notary Public

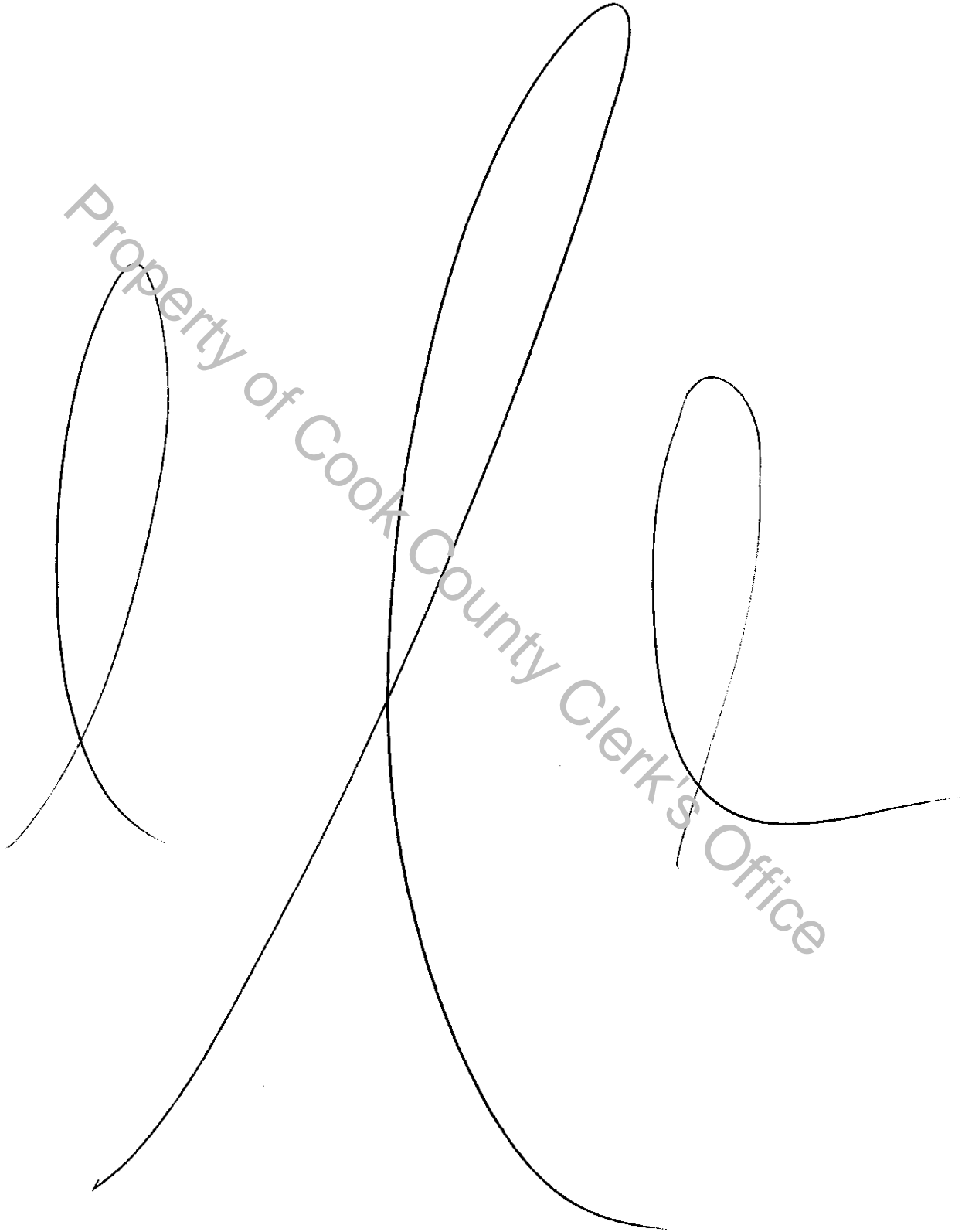


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## EXHIBIT A

### Legal Description of Real Estate

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## CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 008198029 D2  
STREET ADDRESS: 4100 COMMERCIAL AVENUE  
CITY: NORTHBROOK COUNTY: COOK  
TAX NUMBER: 04-06-107-004-0000

**LEGAL DESCRIPTION:**

LOT 2 IN THE PLAT OF RESUBDIVISION OF LOTS 2 AND 3 IN VORBROOK COMMERCIAL PARK AND OF LOT 1 IN E.M.I. RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 4 TO 9 INCLUSIVE, 12, 13, 14, 16 AND 17 IN VORBROOK COMMERCIAL PARK, IN SECTION 6, TOWNSHIP 42 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO SAID PLAT OF RESUBDIVISION RECORDED AUGUST 3, 1995 AS DOCUMENT 95513270.

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