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This document was prepared by and after recording return to:
William A. Nyberg, Esq.
City of Chicago Law Department
121 North LaSalle Street, Room 600
Chicago, IL 60602

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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/17/2014 01:01 PM Pg: 1 of 10

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SUBORDINATION AGREEMENT

This Subordination Agreement ("**Agreement**") is made and entered into as of the 27th day of JUNE, 2014 by and between the City of Chicago by and through its Department of Planning and Development (the "**City**") and EverBank, a national banking association (the "**Lender**"), and acknowledged and agreed to by Blommer Chocolate Company, a Delaware corporation ("**Developer**").

RECITALS:

A. As of June 7, 2006 (the "**Original Agreement Closing Date**") the City and Developer entered into that certain Blommer Chocolate Company Redevelopment Agreement, which was recorded on June 8, 2006 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 0615933206, as authorized by ordinance approved by the City Council of the City on February 8, 2006, (the "**Redevelopment Agreement**") pertaining to property located in the River West Redevelopment Project Area in the vicinity of West Kinzie Street and North Des Plaines Street in Chicago.

B. As of June 7, 2006, the City and Developer also entered into that certain Agreement for the Sale and Development of Land, which was recorded on June 8, 2006 in the office of the Recorder as Document No. 0615933207 (the "**Agreement for the Sale and Development of Land**"). Collectively, the Redevelopment Agreement and the Agreement for the Sale and Development of Land are defined as the: "**City Agreements**").

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C. Developer's redevelopment work as contemplated in the Redevelopment Agreement and the Agreement for the Sale and Development of Land was divided into a "**Phase I / Minimum Project**") as defined in Redevelopment Agreement Section 3.01 and expanded redevelopment phases which are also described in Redevelopment Agreement Section 3.01.

D. On September 23, 2009, Developer acquired 2 parcels (PINS 17-09-112-015 and 17-09-112-020) from the City as provided in the Redevelopment Agreement (the **Jefferson/Hubbard Parcels**"). The Jefferson/ Hubbard Parcels are within the scope of the Redevelopment Agreement definition of "**Acquisition Parcels**", and are legally described in Exhibit A.

E. Presently, Developer is renewing its loan agreement with Lender, and desires to include the Jefferson/ Hubbard Parcels within the security for the loan. All loan and security agreements between Developer and Lender in support of the loan renewal transaction are defined for purposes of this Agreement as the "**Loan Documents**").

F. Redevelopment Agreement Section 5.04(c) provides that any financing liens against the Acquisition Parcels will be subordinate to certain encumbrances of the City under a subordination agreement.

G. Under the Redevelopment Agreement, Developer agreed to be bound by certain covenants expressly running with the land, including any Acquisition Parcels, as stated in Section 8.02 (Covenant to Redevelop), which will expire upon issuance of a Certificate; Section 8.07 (Maintenance of Operations Within the City), which will expire on August 25, 2014, the date 5 years after the date of the Certificate of Completion – Phase I / Minimum Project was issued on August 25, 2009; and Section 8.18(c) (Real Estate Taxes), which will expire on December 31, 2025 upon expiration of the Term of the Redevelopment Agreement (collectively, the "**City Encumbrances**").

H. It is the intention of the parties that: (i) this Agreement only apply to the Jefferson/Hubbard Parcels and not to the Plant or the Existing Site as defined in the Redevelopment Agreement and, (ii) the Redevelopment Agreement, the Agreement for the Sale and Development of Land and this Agreement will be recorded on the Jefferson/Hubbard Parcels.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, and Lender and the City agree as hereinafter set forth:

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AGREEMENT:

1. Incorporation of Recitals and Exhibits. The recitals stated above and the exhibits attached hereto are an integral part of this Agreement and are hereby incorporated into this Agreement by reference and made a part of this Agreement.
2. Capitalized Terms. Capitalized terms used in this Agreement shall have the meaning stated herein. Capitalized terms used in this Agreement not defined herein shall have the meanings given in the Redevelopment Agreement.
3. Subordination. All rights, interest and claims of the Lender in the Jefferson/Hubbard Parcels pursuant to the Loan Documents are and shall be subject and subordinate to the City Encumbrances. In all other respects, the Redevelopment Agreement shall be subject and subordinate to the Loan Documents. Nothing herein, however, shall be deemed to limit any of the Lender's other rights or other priorities under the Loan Documents, including without limitation, the Lender's right to receive, and the Developer's ability to make, payments and repayments of principal and interest as provided in the Loan Documents, or to exercise its rights pursuant to the Loan Documents except as provided herein.
4. Notice of Default. The Lender shall use reasonable efforts to give to the City, and the City shall use reasonable efforts to give to the Lender, (a) copies of any notices of default which it may give to the Developer with respect to the Project pursuant to the Loan Documents or the City Agreements, respectively, and (b) copies of waivers, if any, of the Developer's default in connection therewith. Under no circumstances shall the Developer or any third party be entitled to rely upon the agreement provided for herein. Failure of either party to deliver such notices or waivers shall in no instance alter the rights or remedies of such party under the Loan Documents or the City Agreements.
5. Waivers. No waiver shall be deemed to be made by the City or the Lender of any of their respective rights hereunder, unless the same shall be in writing, and each waiver, if any, shall be a waiver only with respect to the specific instances involved and shall in no way impair the rights of the City or the Lender in any other respect at any other time.
6. Governing Law, Binding Effect. This Agreement shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the internal laws and decisions of the State of Illinois, without regard to its conflict of laws principles, and shall be binding upon and inure to the benefit of the respective successors and assigns of the City and the Lender.

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7. Section Titles; Plurals. The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto. The singular form of any word used in this Agreement shall include the plural form.

8. Notices. Any notice required hereunder shall be in writing and addressed to the party to be notified as follows:

If to the City: City of Chicago, Department of Planning and Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
Attention: Commissioner

With a copy to: City of Chicago, Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Finance and Economic Development Division

If to the Lender: EverBank
6404 135th Avenue, NE
Richmond, WA 98073-9747
Attention: John Mackey

With a copy to: Polsky & Associates
205 N. Michigan Avenue
Suite 4220
Chicago, Illinois 60611

or to such other address as either party may designate for itself by notice. Notice shall be deemed to have been duly given (i) if delivered personally or otherwise actually received, (ii) if sent by overnight delivery services, (iii) if mailed by first class United States mail, postage prepaid, registered or certified, with return receipt request, or (iv) if sent by facsimile with facsimile confirmation of receipt (with duplicate notice sent by United States mail as provided above). Notice mailed as provided in clause (iii) (above shall be effective upon the expiration of three (3) business days after its deposit in the United States mail. Notice given in any other manner described in this paragraph shall be effective upon receipt by the addressee thereof; provided, however, that if any notice is tendered to an addressee and delivery thereof is refused by such addressee, such notice shall be effective upon such tender.

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9. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

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IN WITNESS WHEREOF, this Subordination Agreement has been signed as of the date first written above.

EVERBANK, a national banking association

By: *Ausie E. Stevens*

Its: *Vice President*

CITY OF CHICAGO

By: *[Signature]*

Its: *Com. I*

Commissioner
Department of Planning and Development

ACKNOWLEDGED AND AGREED TO THIS

13th DAY OF October, 2014

BLOMMER CHOCOLATE COMPANY, a
Delaware Corporation

By: *Neal E. Murray*

Its: *VP & CFO*

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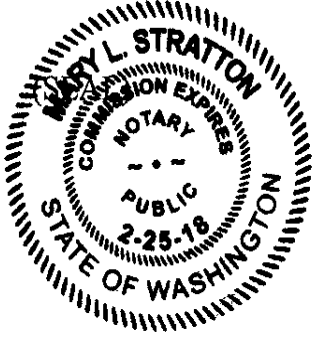
STATE OF ~~ILLINOIS~~ Washington
) SS
COUNTY OF ~~COOK~~ King

I, Mary Stratton, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Susie E Stevens, personally known to me to be the Vice President of EverBank, a ---, 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 acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by Lender, as his/her free and voluntary act and as the free and voluntary act of the Lender, for the uses and purposes therein set forth.

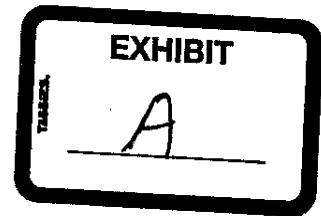
GIVEN under my hand and official seal this 9 day of October, 2014.

Mary L Stratton
Notary Public

My Commission Expires
02/25/18



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PIN: 17-09-112-015-000

THAT PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF NORTH JEFFERSON STREET, DISTANT 25 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF THE MAIN TRACK OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, EXTENDING ACROSS SAID JEFFERSON STREET AT A POINT THEREON NEAR THE INTERSECTION THEREOF WITH GRAND AVENUE, AS SAID MAIN TRACK IS NOW LOCATED; THENCE SOUTHEASTERLY, PARALLEL WITH SAID MAIN TRACK CENTER LINE, A DISTANCE OF 171.88 FEET, MORE OR LESS, TO A POINT ON THE NORTHEASTERLY EXTENSION OF THE EASTERLY FACE OF A BRIDGE PIER OR SUPPORT; THENCE SOUTHERLY, ALONG SAID EASTERLY FACE EXTENDED, A DISTANCE OF 121.56 FEET, MORE OR LESS, TO A POINT DISTANCE 35 FEET NORTHERLY FROM THE NORTHEAST CORNER OF SAID BRIDGE SUPPORT; THENCE NORTHWESTERLY, ALONG A STRAIGHT LINE, A DISTANCE OF 114.54 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY EXTENSION OF THE EASTERLY FACE OF BRIDGE PIER OR SUPPORT AT OR NEAR THE EAST LINE OF SAID JEFFERSON STREET AND DISTANT 35 FEET NORTHERLY FROM THE NORTHEAST CORNER OF SAID (LAST DESCRIBED) BRIDGE SUPPORT; THENCE CONTINUING NORTHWESTERLY, ALONG SAID LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 3.81 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF SAID JEFFERSON STREET; THENCE NORTHERLY, ALONG SAID EAST LINE, A DISTANCE OF 210.56 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

PIN: 17-09-112-020-000

THAT PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF NORTH JEFFERSON STREET, A DISTANCE OF 25 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF THE MAIN TRACK OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY EXTENDING ACROSS SAID JEFFERSON STREET AT A POINT THEREON NEAR THE INTERSECTION THEREOF WITH GRAND AVENUE, AS SAID MAIN TRACK IS NOW LOCATED; THENCE SOUTHEASTERLY, PARALLEL WITH SAID MAIN TRACK CENTER LINE, A DISTANCE OF 171.88 FEET, MORE OR LESS, TO A POINT ON THE NORTHEASTERLY EXTENSION OF THE EASTERLY FACE OF A BRIDGE PIER OR SUPPORT; THENCE SOUTHERLY ALONG SAID EASTERLY FACE EXTENDED, A DISTANCE OF 121.56 FEET, MORE OR LESS TO A POINT A

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DISTANCE OF 35 FEET NORTHERLY FROM THE NORTHEAST CORNER OF SAID BRIDGE SUPPORT, FOR THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE HERINAFTER DESIGNATED LINE "A" A DISTANCE OF 114.54 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY EXTENSION OF THE EASTERLY FACE OF A BRIDGE PIER OR SUPPORT NEAR THE EAST LINE OF SAID JEFFERSON STREET, AND DISTANT 35 FEET NORTHERLY FROM THE NORTHEAST CORNER OF SAID (LAST DESCRIBED) BRIDGE SUPPORT; THENCE CONTINUING NORTHWESTERLY ALONG SAID LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 3.81 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF SAID NORTH JEFFERSON STREET; THENCE SOUTHERLY ALONG SAID EAST LINE OF NORTH JEFFERSON STREET A DISTANCE OF 35 FEET, MORE OR LESS, TO A POINT ON A LINE DRAWN PARALLEL WITH SAID ABOVE DESCRIBED LINE "A" THROUGH THE NORTHEAST CORNER OF THE FIRST DESCRIBED BRIDGE PIER OR SUPPORT; THENCE SOUTHEASTERLY ALONG SAID LAST DESCRIBED PARALLEL LINE A DISTANCE OF 118.35 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID FIRST ABOVE DESCRIBED PIER OR SUPPORT; THENCE NORTHERLY ALONG THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LAST DESCRIBED PIER OR SUPPORT, A DISTANCE OF 35 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THAT PART OCCUPIED BY THE CENTER PIER OR SUPPORT LYING MIDWAY BETWEEN THE ABOVE DESCRIBED PIER OR SUPPORT); IN COOK COUNTY, ILLINOIS.