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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 02/02/2015 09:45 AM Pg: 1 of 16

Property of Cook County Clerk's Office

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## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

DATE: JANUARY 29, 2015

LANDLORD: SVF WEST 47<sup>TH</sup> MCCOOK, LLC

TENANT: FREEMAN EXPOSITIONS, INC.

LENDER: GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY

ADDRESS: 8201 WEST 47TH STREET, MCCOOK, IL

PIN: 18-11-200-008-0000

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PREPARED BY & AFTER  
RECORDING RETURN TO:

DRINKER BIDDLE & REATH LLP  
ONE LOGAN SQUARE – SUITE 2000  
PHILADELPHIA, PA 19103  
ATTN: DAVID A. EBBY, ESQ.

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**RECORDING REQUESTED BY AND WHEN  
RECORDED MAIL TO:**

DRINKER BIDDLE & REATH LLP  
One Logan Square, Suite 2000  
Philadelphia, PA 19103  
Attention: David A. Ebby, Esq.

(Space above reserved for Recorders use only)

SUBORDINATION, NON-DISTURBANCE AND  
ATTORNMENT AGREEMENT

Tenant: Freeman Expositions, Inc., a Texas corporation, formerly known as Freeman Decorating Services, Inc.

Landlord: SVF West 47<sup>th</sup> McCook, LLC, a Delaware limited liability company

Property Address: 820<sup>1</sup> West 47<sup>th</sup> Street, McCook, Illinois 60525

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## SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT

THIS AGREEMENT, made and entered into as of this 29 day of JANUARY, 2015 by and between Great-West Life & Annuity Insurance Company, its successors and assigns, having offices at 8515 East Orchard Road – 3T2, Greenwood Village, Colorado 80111, Attention: Mortgage Investments (“Lender”), SVF West 47<sup>th</sup> McCook, LLC, a Delaware limited liability company, with offices at c/o American Realty Advisors, 801 North Brand Boulevard, Suite 800, Glendale, California 91203 (“Landlord”), and Freeman Expositions, Inc., a Texas corporation, formerly known as Freeman Decorating Services, Inc., with offices at 1600 Viceroy, Suite 100, Dallas, Texas 75235 (“Tenant”).

### WITNESSETH

WHEREAS, by Lease dated June 21, 2013, and amended September 5, 2013 and June 19, 2014, (hereinafter referred to as the “Lease”), Bridge McCook I, LLC, predecessor-in-interest to Landlord, leased and rented to Tenant certain premises located at 8201 West 47<sup>th</sup> Street, McCook, Illinois 60525 (the “Property”), which Property is more particularly described in Exhibit A attached hereto and made a part hereof;

WHEREAS, the Property is or is to be encumbered by a mortgage, deed of trust, deed to secure debt or other similar security agreement (the “Mortgage”) in favor of or to be assigned to Lender dated on or about the date hereof;

WHEREAS, pursuant to and under the terms set forth in the Mortgage, Landlord has assigned to Lender all of its right, title and interest in the Lease and the rents payable thereunder as security for the performance of its obligations secured by the Mortgage;

WHEREAS, Tenant, Landlord, and Lender desire hereby to establish certain rights, safeguards, obligations and priorities with respect to their respective interests by means of this Subordination, Non-Disturbance and Attornment Agreement;

NOW THEREFORE, for and in consideration of the premises and the mutual covenants and promises herein contained, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Tenant, Landlord, and Lender agree as follows:

1. The Lease and the rights of Tenant thereunder are and at all times hereafter shall be subject and subordinate to the lien of the Mortgage and to all of the terms, conditions and provisions thereof, to all advances made or to be made thereunder, to the full extent of the principal sum and interest thereon from time to time secured thereby, and to any renewal, substitution, extension, modification, consolidation, spreader or replacement thereof, including any increase in the indebtedness secured thereby or any supplements thereto, with the same force and effect as if the Mortgage had been executed, delivered and recorded prior to the execution and delivery of the Lease. In the event that Lender or any other person or entity that acquires title to the Property pursuant to the exercise of any remedy provided for in the Mortgage or by reason of the acceptance of a deed in lieu of foreclosure (Lender, and any other such person and their participants, successors and assigns being referred to herein as the “Purchaser”), Tenant covenants and agrees to attorn to and recognize and be bound to Purchaser as its new Landlord, and subject to the provision in Paragraph 2 of this Agreement, the Lease shall continue in full force and effect as a direct Lease between Tenant and Purchaser, except that, notwithstanding anything to the contrary herein or in the Lease, the provisions of the Mortgage will govern with respect to the disposition of proceeds of insurance policies and condemnation awards.

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2. So long as the Lease is in full force and effect, the term of the Lease has commenced, the Tenant is in possession of the premises demised under the Lease, and Tenant is not in default under any provision of the Lease or this Agreement, and no event has occurred which has continued to exist for a period of time (after notice, if any, required by the Lease) as would entitle Landlord to terminate the Lease or would cause without further action by Landlord, the termination of the Lease or would entitle Landlord to dispossess the Tenant thereunder:

a. The right of possession of Tenant to the leased premises shall not be terminated or disturbed by any steps or proceedings taken by Lender in the exercise of any of its rights under the Mortgage;

b. The Lease shall not be terminated or affected by said exercise of any remedy provided for under the Mortgage, and Lender hereby covenants that any sale by it of the Property pursuant to the exercise of any rights and remedies under the Mortgage or otherwise, shall be made subject to the Lease and the rights of Tenant thereunder.

3. In no event shall Lender or any other Purchaser be:

a. liable for any accrued obligation of, or any act or omission of, the Landlord or any prior landlord;

b. liable for the return of any security deposit which was delivered to Landlord, but which was not subsequently delivered to Lender or any other Purchaser;

c. subject to any offsets, defenses or counterclaims which the Tenant might have against Landlord or any prior landlord;

d. bound by any payment of rent or additional rent which Tenant might have paid to Landlord or any prior landlord for more than the current month; or

e. bound by any action listed in Paragraph 7(a) through (f) below made without Lender's or such other Purchaser's prior written consent.

4. Neither Lender nor any Purchaser shall be obligated to undertake or complete any renovations, additions or capital improvements to the Property or the premises demised under the Lease, nor to pay or reimburse the cost of any construction or other special landlord work (either presently underway or hereafter to be undertaken, nor to make any repairs to the Property or to the premises demised under the Lease as a result of any fire or other casualty or by reason of condemnation unless the Lease requires the Landlord to do so and sufficient casualty insurance proceeds or condemnation awards have been received by the Lender or Purchaser, as the case may be, to pay for the completion of such repairs, and whether or not the same is set forth in the Lease or any other agreement), nor, so long as the Mortgage remains outstanding and unpaid, shall the proceeds of any insurance or condemnation awards be applied other than as provided for in the Mortgage.

5. Tenant agrees to give prompt written notice to Lender of any default by Landlord under the Lease which would entitle Tenant to cancel the Lease or abate the rent payable thereunder, and agrees that notwithstanding any provision of the Lease, no notice of cancellation thereof given on behalf of Tenant shall be effective unless Lender has received said notice and has failed within 60 days of the date of receipt thereof to cure Landlord's default, or if the default cannot be cured within 60 days, has failed to commence and to diligently pursue the cure of Landlord's default which gave rise to such right of

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cancellation or abatement. Tenant further agrees to give such notices to any successor of Lender, provided that such successor shall have given written notice to Tenant of its acquisition of Lender's interest in the Mortgage and designated the address to which such notices are to be sent.

6. Tenant acknowledges that Landlord will execute and deliver to Lender an Assignment of Leases and Rents conveying the rentals under the Lease as additional security for the loan secured by the Mortgage, and Tenant hereby expressly consents to such Assignment.

7. Tenant agrees that it will not, without the prior written consent of Lender, which consent Lender shall not unreasonably withhold, delay or condition, do any of the following, and any such purported action without such consent shall be void as against Lender or any other Purchaser:

a. modify or amend or terminate the Lease, except as may be permitted or otherwise provided for pursuant to the provisions of the Lease;

b. enter into any extensions or renewals thereof in such a way as to reduce the rent, accelerate rent payments, shorten the term of the Lease, or change any renewal option; or

c. prepay any of the rents, additional rents or other sums due under the Lease for more than one (1) month in advance of the due dates thereof; or

d. tender or accept a surrender of the Lease or make a prepayment in excess of one month of rent thereunder; or

e. assign the Lease or sublet the premises demised under the Lease or any part thereof except pursuant to the provisions of the Lease; or

f. subordinate or permit subordination of the Lease to any lien other than the Mortgage.

8. Landlord hereby irrevocably authorizes and directs Tenant to pay to Lender, or to such person or firm designated by Lender, all rent and other monies due and to become due to Landlord under the Lease after notice from Lender to Tenant that there has occurred and is continuing an Event of Default under the Mortgage. Such receipt of rent by Lender or any other party shall not relieve Landlord of its obligations under the Lease, and Tenant shall continue to look to Landlord only for performance thereof. No person or entity who exercises a right, arising under the Mortgage or any assignment of the Lease, to receive the rents, additional rents or other sums payable by Tenant under the Lease shall thereby become obligated to Tenant for the performance of any of the terms, covenants, conditions and agreements of Landlord under the Lease.

9. Tenant agrees that if Lender acquires title to the Property as a result of foreclosure of the Mortgage, the acceptance of a deed in lieu of such foreclosure, or obtaining control of the Property pursuant to the remedies contained in the Mortgage, the laws of the Commonwealth/State of Illinois, or otherwise, Tenant shall have no recourse to any assets of Lender and Tenant's sole remedy against Lender for any act or omission in contravention of any provision of the Lease shall be to terminate the Lease without recourse against Lender. Lender's acquisition of title to or control of the Premises in the manner aforesaid or the performing of any of the obligations of Landlord pursuant to the Lease shall not be construed as an assumption of said Lease by Lender. Furthermore, upon such acquisition, the Lease shall be modified to include the provisions contained herein notwithstanding any other provisions of said Lease.

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10. Tenant, in order to induce Lender to enter into this Agreement, hereby affirms that:
- a. Lender has received a full, true and complete copy of the Lease;
  - b. The Lease is in full force and effect and has not been modified; amended or terminated;
  - c. The annual base rent payable under the Lease, and all additional rent obligations, are as set forth in the Lease and all rents, additional rents and other sums due and payable under the Lease have been paid in full and no rents, additional rents or other sums payable under the Lease have been paid more than one (1) month in advance of the due dates thereof;
  - d. The Tenant has unconditionally accepted and occupied the entire space demised under the Lease and has commenced payment of the full rent under the Lease;
  - e. The commencement date of the Lease is July 1, 2014 and the primary term of the Lease expires on June 30, 2029;
  - f. Neither the Landlord nor Tenant has commenced any action to terminate the Lease or given or received any notice of default in respect of the Lease;
  - g. To the best of Tenant's knowledge and belief, Landlord is not in default under any of Landlord's obligations under the Lease;
  - h. Tenant has no present right of offset or defense against any rents, additional rents or other sums due or to become due under the Lease;
  - i. The Lease and this Agreement was duly authorized and entered into and constitutes the valid and binding obligation of Tenant and is enforceable in accordance with its provisions;
  - j. Tenant will, after notice from Lender, pay to Lender, or to such person or firm designated by Lender, all rent and other monies due and to become due to Landlord under the Lease;
  - k. Tenant has not prepaid any sums payable by Tenant under the Lease; and
  - l. Tenant has entered into and accepted the possession of the Premises; such premises are in compliance with the Lease; and Landlord has satisfied or Tenant has waived all conditions of the Lease, which were a prerequisite to possession of the Premises and the effectiveness of the Lease.
11. Tenant agrees to certify in writing to Lender, upon request, whether or not any default on the part of Landlord exists under the Lease and the nature of any such default.
12. The foregoing provisions shall be self-operative and effective without the execution of any further instruments on the part of either party hereto. However, Tenant agrees to execute and deliver to Lender or to any person to whom Tenant herein agrees to attorn such other instruments as either shall request in order to evidence the full subordination of the Lease to the lien of the Mortgage and otherwise effectuate the provisions of this Agreement.

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13. From and after payment in full of the loan secured by the Mortgage and the recordation of a release or satisfaction thereof, without the transfer of the Property to Lender as a Purchaser, this Agreement shall become void and of no further force or effect.

14. The term "Lender" as used herein shall include the successors and assigns of Lender and any person, party or entity which shall become the owner of the Property by reason of foreclosure of the Mortgage or the acceptance of a deed in lieu of a foreclosure of the Mortgage or otherwise. The term "Landlord" as used herein shall mean and include the present landlord under the Lease and such landlord's predecessors and successors in interest under the Lease. The term "Property" as used herein shall mean the Property, the improvements now or hereafter located thereon and the estates therein encumbered by the Mortgage.

15. The agreements herein contained shall be binding upon and shall inure to the benefit of the parties hereto, their respective participants, successors, and assigns, and, without limiting such, the agreements of Lender shall specifically be binding upon any Purchaser of the Property at foreclosure or at a sale under power.

16. This Agreement may not be modified other than by an agreement in writing signed by the parties hereto or their respective successors.

17. This Agreement may be signed in counterparts, all of which taken together shall constitute one and the same instrument, and each of the parties hereto may execute this Agreement by signing any such counterpart.

18. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby, but each term and provision hereof shall be valid and enforceable to the fullest extent permitted by law.

19. All notices, demands or requests, and responses thereto, required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when sent by certified or registered mail, postage prepaid, return receipt requested, or nationwide commercial courier service, and addressed to the party as provided below or at such other place as such party may from time to time designate in a notice to the other parties. Any notice shall be effective three (3) business days after the letter transmitting such notice is certified or registered and deposited in the United States Mail, or, if delivery is by nationwide commercial courier service, one (1) business day after the letter transmitting such notice is delivered to such commercial courier service. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been given shall constitute receipt of the notice, demand or request sent. Any such notice if given to Lender shall be addressed as follows:

Great-West Life & Annuity Insurance Company, its successors and assigns  
("Lender")  
8515 East Orchard Road - 3T2  
Greenwood Village, CO 80111  
Attn: Mortgage Investments

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if given to Tenant shall be addressed as follows:

Freeman Expositions, Inc.  
1600 Viceroy, Suite 100  
Dallas, Texas 75235

if given to Landlord shall be addressed as follows:

SVF West 47<sup>th</sup> McCook, LLC  
c/o American Realty Advisors  
801 North Brand Boulevard, Suite 800  
Glendale, California 91203

20. This Agreement shall be governed by, and construed in accordance with, the laws of Illinois.

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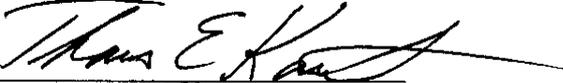
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IN WITNESS WHEREOF, Lender, Landlord, and Tenant have caused this instrument to be executed as of the day and year first above written.

**TENANT:**

Freeman Expositions, Inc., a Texas corporation, formerly known as Freeman Decorating Services, Inc.

By:   
Name: Thomas E. Karst  
Title: Vice President, Real Estate

**GUARANTOR:**

Freeman Decorating Co., an Iowa corporation



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TENANT:

State of Texas )

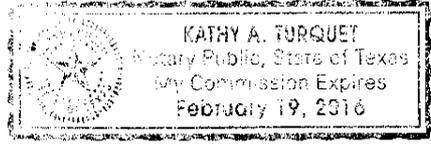
County of Dallas )

On January 7, 2015 before me, Kathy Turquet, a notary public, personally appeared Thomas E. Karst, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas. WITNESS my hand and official seal.

Signature Kathy A. Turquet

My Commission Expires: February 19, 2016



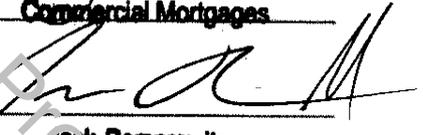
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**LENDER:**

Great-West Life & Annuity Insurance Company,  
its successors and assigns

By:   
Name: Brian Schwartz, Sr. Vice President  
Title: Commercial Mortgages

By:   
Name: Jack Pomprowitz  
Title: Manager, Commercial Mortgages

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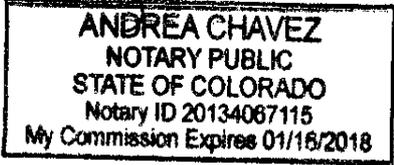
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STATE OF COLORADO )  
 ) ss:  
COUNTY OF ARAPAHOE )

Before me, a Notary Public in and for said County and State, personally appeared BRIAN SCHWARTZ and JACK POMPROWITZ, of Great-West Life & Annuity Insurance Company ("Lender") a COLORADO corporation, and acknowledged the execution of the foregoing instrument for and on behalf of said corporation.

Witness my hand and Notarial Seal this 28 day of January, 2015.

A. Chavez  
Notary Public



My Commission Expires: 1/16/2018

My address is: 8525 E. Orchard Road, Greenwood Village, CO 80111

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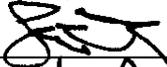
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**LANDLORD:**

SVF West 47<sup>th</sup> McCook, LLC, a Delaware limited liability company

By: *First Fiduciary Realty Advisors, Inc., its manager*

*JG*  
*SK*

By:   
Name: Scott Dablin  
Title: President

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**LANDLORD:**

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

On \_\_\_\_\_, 2014 before me, \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ WITNESS my hand and official seal.

Signature \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

*SEE ATTACHED*  
Property of Cook County Clerk's Office

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## EXHIBIT A

### Legal Description

THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF THE CHICAGO AND JOLIET ROAD, OTHERWISE KNOWN AND DESCRIBED AS ROUTE 4, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE EAST LINE OF SAID WEST HALF, SAID POINT BEING 634.18 FEET NORTH OF THE INTERSECTION OF SAID EAST LINE WITH THE CENTER LINE OF SAID CHICAGO AND JOLIET ROAD, SAID POINT ALSO BEING COMMON WITH THE NORTHERLY LINE OF PROPERTY DESCRIBED IN DEED RECORDED AS DOCUMENT NUMBER 14132415; THENCE SOUTH 88 DEGREES 20 MINUTES 43 SECONDS WEST, A DISTANCE OF 40.00 FEET ALONG SAID NORTHERLY LINE TO A POINT ON A LINE 40.00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 88 DEGREES 20 MINUTES 43 SECONDS WEST, A DISTANCE OF 35.08 FEET ALONG SAID NORTHERLY LINE; THENCE SOUTH 57 DEGREES 05 MINUTES 17 SECONDS WEST, A DISTANCE OF 661.49 FEET ALONG SAID NORTHERLY LINE; THENCE SOUTH 88 DEGREES 08 MINUTES 42 SECONDS WEST, A DISTANCE OF 587.95 FEET, TO THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 01 DEGREES 30 MINUTES 33 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 821.29 FEET; THENCE NORTH 05 DEGREES 40 MINUTES 25 SECONDS EAST, A DISTANCE OF 125.29 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, A DISTANCE OF 34.20 FEET, ALONG A CURVE TANGENT TO THE LAST DESCRIBED COURSE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 51.50 FEET, A CHORD BEARING NORTH 24 DEGREES 41 MINUTES 52 SECONDS EAST, AND A CHORD DISTANCE OF 33.57 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF 47TH STREET, BEING A LINE 50.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 88 DEGREES 11 MINUTES 21 SECONDS EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 1255.83 FEET, TO A LINE 40.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 01 DEGREES 39 MINUTES 17 SECONDS EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 633.77 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS A PROPOSED LOT 1 IN BRIDGE McCOOK SUBDIVISION (SUBDIVISION NOT YET RECORDED)

CONTAINING 1,111,176 SQUARE FEET, (25.509 ACRES) MORE OR LESS.